#### **DRAFT**

# MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

# WESTWOOD TEACHERS ASSOCIATION UNITS A and C AND THE

# WESTWOOD SCHOOL COMMITTEE

This Memorandum of Understanding (hereinafter "the MOU" or "the Agreement") is entered into by and between the WESTWOOD TEACHERS ASSOCIATION UNIT A and Unit C (hereinafter the "Union"), and the WESTWOOD SCHOOL COMMITTEE (hereinafter the "Employer") to outline modifications as part of a successor collective bargaining agreement.

#### **RECITALS**

- A. The Employer and the Union entered into collective bargaining agreements for the period September 1, 2025, through and including August 31, 2028 for Units A and C. All provisions in this MOU will apply to both contracts unless specifically noted.
- B. The duly authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
- C. The said representatives of the Employer and the Union have, subject to ratification by the membership of the School Committee and the Union, to whom the Employer and Union subcommittees agree to recommend acceptance of this MOU to their respective memberships, agreed to a tentative agreement of contract changes.

#### **AGREEMENT**

In consideration of mutual promises and covenants, the parties agree as follows:

- 1. **Prior Agreement.** The Collective Bargaining Agreements in effect for the period of September 1, 2022, through and including August 31, 2025, shall be in full force and effect for the period of September 1, 2025, through and including August 31, 2028, except as modified by this MEMORANDUM OF UNDERSTANDING.
- 2. Successor Agreement Proofreading. The parties agree to correct for clarity, article numbers, page numbers, typographical, grammatical errors, and omissions by mutual agreement when the successor agreement is merged and updated and before final printing.

# Westwood Units A and C - 2025-2028

The parties agree to the following which shall be included in the collective bargaining agreement:

# 3. Article I Negotiation Procedure

- a. Add "as well as other matters" after the words; financial agreements.
- b. Delete in September and replace "with the beginning of the following school year."
- **4. Article II Recognition**: Add the following as a new paragraph at the end of Article II: Any individual hired into the role of Athletic Director or Athletic Trainer with a start date on or after July 1, 2025, shall not be represented by this Agreement. For any individual with a start date prior to July 1, 2025, the individual shall be given the option of being represented by this Agreement at their sole discretion.
- 5. **Article II** Add the following paragraph at the end of Article II:

The parties agree to establish a joint working group to examine working conditions for Unit B personnel (i.e., Department Heads and Program Directors) which shall be composed of members appointed by the Superintendent and the President of the Association. This working group shall meet during the 2025–2026 school year. The working group shall be responsible for making recommendations to address areas of shared concern. Any recommendations from the working group that affect the provisions

of this agreement must be proposed by May 1, 2026, and be brought back to both respective parties for ratification before being put into effect.

# **6. Article III. TEACHER SALARY AND OTHER COMPENSATIONS** 5.a Longevity:

Delete "Longevity payments for the 2022–2023 school year begin in the twentieth year of eumulative service in the Westwood School System."

a. Longevity payments begin in the sixteenth (16th) year of cumulative service in the Westwood School System. Longevity payments shall be made in a lump sum no later than the first pay period in December of each year.

# 7. **Article III. TEACHER SALARY AND OTHER COMPENSATIONS** 5.b. Longevity: Delete the entire item.

a. Page 9

# 8. Article III TEACHER SALARY AND OTHER COMPENSATIONS

a. 5. c change to b, change 2023-2024 to 2025-2026
 add starting in 2025-2026 school payments will increase as follows

2025-2026 3%

2026-2027 3%

2027-2028 3.125%

(Note the years stay the same (16-19, 20-24, 25-29, 30+) and will start with base from last contract Page 9)

Years 16–19: \$566.50 / \$583.50 / \$601.73

Years 20–24: \$1,596.50 / \$1,644.40 / \$1,695.78

Years 25–29: \$2,008.50 / \$2,068.75 / \$2,133.40

Years 30-34+: \$2,626.50 / \$2,705.30 / \$2,789.84

- b. WTA members with thirty-five (35) years or more of service as of the ratification of this agreement will be paid a Longevity stipend of \$3,141.50 in 2026–2027, \$3,235.75 in 2026–2027, and \$3,336.87 in 2027–2028.
- c. The above provisions also apply to the BCBA contract.

# 9. Article III Salary & Other Compensation

a. Section 10.a Professional Positions
 delete Prodigy Program from District Wide Table

# b. Article VI BCBA Contract Salary and other Compensations

BCBAs may be asked to voluntarily supervise a maximum of 2 RBTs at a time. For each RBT the BCBA supervises, the BCBA will be paid a biweekly stipend of \$100.00 during the period of supervision.

# 10. Article IV Special Activity Salary Schedule

- a. HS Teacher Coordinator start 2025–2026 at \$5,300
- b. Chemical Hygiene Safety Officer (HS) effective 2026-2027 at \$6,200
- c. Unified Sports stipends will be raised to level commensurate with other athletic stipends as follows effective 2025–2026 and will increase per section d below.
  - i. Unified Basketball HC: \$6,500.00 (this is the current stipend for Varsity Basketball HCs);
  - ii. Unified Basketball AC: \$4,100 (current stipend for JV basketball coach; assistant stipends based on JV coach's stipend elsewhere);
  - iii. Unified Track HC: \$5,300.00 (what other spring sport Varsity coaching positions receive);
  - iv. Unified Track AC: \$3,300.00.
- d. All other stipends:
  - i. No increase 2025–2026
  - ii. 3% increase 2026–2027
  - iii. 3.125% increase 2027–2028

#### 11. Article V SALARY AND SCHEDULES - DEPT. HEADS & DIRECTORS

- a. 2025–2026 3% increase
- b. 2026–2027 3% increase
- c. 2027–2028 3.125% increase

# 12. **Article VI** Retiring Teacher Increment

- a. Add the following at the end of the first paragraph in teachers and <u>insert a new paragraph</u> in BCBA contract:
  - If a teacher (or BCBA) is retiring at the conclusion of the school year and informs the district of their intent to retire by October 15 of that year, they shall be eligible for an additional ten dollars (\$10) per day (for a total of thirty-five dollars [\$35] per day) up to a maximum of eleven thousand five hundred fifty dollars (\$11,550) provided they remain actively employed through the end of the school year in which they retire.
- b. All BCBAs under contract for the current school year retiring on pension before August 31 from the Westwood School System will be granted a special retirement increment based upon the accumulated sick leave times \$25.00, up to a maximum of \$8,250.00 (i.e., maximum of 330 accumulated sick days).

  Payment Plan:
- c. Unit members exercising the retiring BCBA increment will either have a lump sum payment added to the termination pay of the current contract, or they may request that the district make a contribution to a Qualified Tax Deferred Retirement Plan, in accordance with applicable federal law and regulations. Notification by the unit member of such intention for such contribution must be transmitted in writing to the Superintendent at least thirty (30) days prior to their retirement date.
- d. All plans will be drawn so as to conform to the General Laws and Statutes relative to education. In the event of a BCBA's death while in service, the sick leave provision will be paid to their beneficiary.
- 13. **Article VII**. 1 Effective with the 2020–2021 school year, t Teachers will have the option of being paid their annual salary over either twenty-one equal pay periods from September 1 through June 30, or twenty-six equal **biweekly** pay-periods from September 1 through August 31. Teachers will notify the district upon hire of their payment option. If teachers do not notify the district, then the default plan will be twenty-six equal **biweekly** pay-periods **from September 1 through June 30**. A teacher must notify the

district by June 1 if they are selecting a change in payment option for the following school year. Otherwise, selected payment options will continue from year to year.

14. **Article IX.1.c**. **Teacher Load—High School** Change "thirty-minute, duty-free lunch period per day" to "thirty (30)-<u>consecutive</u>-minute duty-free lunch period per day" a. amend times to be 10:25 am and 1:50 pm

# b. Missed prep/lunch time (Article IX for each level)

Every reasonable effort will be made not to schedule a meeting during a teacher's preparation or lunch period. However, if a supervisor requires a teacher's attendance at a meeting, and the attendance causes the teacher to lose at least half of their preparation or lunch time, the teacher's preparation time will become their lunch time (if necessary), and the Principal will make every effort to reschedule the lost preparation time within ten (10) school days. If the Principal is unable to reschedule the lost preparation time within ten (10) school days, the teacher shall be compensated forty dollars (\$40) for each lost preparation period.

- 15. **Article IX.1.b Teacher Load High School** Change "a science class with multiple labs per cycle" to "a <u>lab-based</u> science class".
- 16. Article IX.2.c Teacher Load Middle School Change the heading of Section IX.2.c from "Grade Level Team Leaders" to "Grade Level/Arts Team Leaders" and delete Section IX.2.d
- 17. **Article IX 2.e Teacher Load Middle School** Change "thirty-minute, duty-free lunch period per day" to "thirty (30)-**consecutive**-minute duty-free lunch period per day" a. Amend times to be 10:25 am and 1:50 pm
  - b. Missed prep/lunch time (Article IX for each level)

Every reasonable effort will be made not to schedule a meeting during a teacher's preparation or lunch period. However, if a supervisor requires a teacher's attendance at a meeting, and the attendance causes the teacher to lose at least half of their preparation or lunch time, the teacher's preparation time will become their

lunch time (if necessary), and the Principal will make every effort to reschedule the lost preparation time within ten (10) school days. If the Principal is unable to reschedule the lost preparation time within ten (10) school days, the teacher shall be compensated forty dollars (\$40) for each lost preparation period.

- 18. **Article IX 3. i. Teacher Load Elementary School** Change "thirty-minute, duty-free lunch period per day" to "thirty (30)-consecutive-minute duty-free lunch period per day"
  - a. amend times to be 10:25 am and 1:50 pm

# b. Missed prep/lunch time (Article IX for each level)

Every reasonable effort will be made not to schedule a meeting during a teacher's preparation or lunch period. However, if a supervisor requires a teacher's attendance at a meeting, and the attendance causes the teacher to lose at least half of their preparation or lunch time, the teacher's preparation time will become their lunch time (if necessary), and the Principal will make every effort to reschedule the lost preparation time within ten (10) school days. If the Principal is unable to reschedule the lost preparation time within ten (10) school days, the teacher shall be compensated forty dollars (\$40) for each lost preparation period

- c. Amend Section 3.m by adding the following at the end of this subsection:

  Administration shall make every reasonable effort to provide required coverage for staff absences without using aides assigned to kindergarten classrooms that are required by this section. This shall include, but is not limited to, the use of Coverage shall be provided by building-based substitutes, and daily substitutes., and teacher specialists. Should substitutes not be available, coverage shall be equitably distributed in time and frequency among building teacher specialists to provide staff coverage, when available. Aides assigned to kindergarten classrooms required by this section shall only be used to provide coverage for absences when no other options are available, and no aide required by this section shall be removed from their assigned classrooms for coverage for more than the equivalent of one (1) full day over any two-week period.
- d. The above provisions also apply to the BCBA contract.

#### 19. Article IX 1e.

- a. All high school non-instructional duties shall be equitably distributed in time and frequency among all Unit A personnel, except for guidance counselors, school psychologists, and special education teachers of centralized special education programs, who shall be exempt from supervisory duties. During traditional duty times, Special Education teachers of centralized special education programs will be available to supervise students within their program such as dropoff/pickup of students or lunch with program students.
- b. For the purposes of this subsection, when a special education teacher of a centralized special education program supports their program students during time outside of the classroom (e.g., arrival, lunch, dismissal), this shall not be considered a non-instructional duty.
- 20. **Article IX.2.f** Add During traditional duty times, Special Education teachers of centralized special education programs will be available to supervise students within their program such as dropoff/pickup of students or lunch with program students.
- **21. Article IX 3.f** Delete section 3.f as duplicative language from the second paragraph of section 3.c
- 22. **Article IX.3.g:** (language from elementary; also include the same language across other levels; make language consistent [IX.1.e; IX.2.f])

All elementary school duties shall be equitably distributed in time and frequency among all unit personnel except guidance counselors and school psychologists, who shall be exempt from supervisory duties. During traditional duty times, Special Education teachers of centralized special education programs will be available to supervise students within their program such as dropoff/pickup of students or lunch with program students. In determining this equitable distribution, consideration will be given to the teacher's additional scheduled responsibilities (e.g., consultation) related to their students' needs. Guidance counselors and school psychologists may, if they feel there is a need, observe a student's behavior in a variety of school-time activities, such as lunch or recess periods.

23. Article IX Section 3.m Amend by adding the following at the end of this subsection:

Administration shall make every reasonable effort to provide required coverage for staff absences without using aides assigned to kindergarten classrooms that are required by this section. This shall include, but is not limited to, the use of Coverage shall be provided by building-based substitutes; and daily substitutes., and teacher specialists.

Should substitutes not be available, coverage shall be equitably distributed in time and frequency among building teacher specialists to provide staff coverage, when available. Aides assigned to kindergarten classrooms required by this section shall only be used to provide coverage for absences when no other options are available, and no aide required by this section shall be removed from their assigned classrooms for coverage for more than the equivalent of one (1) full day over any two-week period.

#### 24. Article IX Teacher Load Section 6.a

Amend section 6.a. By adding a sentence to the end of subsection (iii) that says that teachers shall not be required to administer drugs or medications to pupils with the exception of a life-threatening situation as follows: "This provision shall not apply to school nurses."

- 25. Article X.3 BCBA Contract -Delete, "The parties agree to continue to monitor all BCBA caseloads over the next two years to examine service delivery models."

  Delete, "The parties agree to continue to monitor BCBA building and program consultation time over the next two years to further examine the definition of service delivery hours."
  - a. Page 13 BCBA contract
- 26. **Article X.5**-Delete, "A process will be developed to refer students for behavioral supports."

Replace with, "General education students and those students without BCBA consultation on their IEP service delivery grid can be referred for BCBA behavioral consultation through the CST referral process, the Principal or the Student Services Department Head."

#### a. Page 13 BCBA contract

# 27. ARTICLE X - SPECIALISTS AND SPECIAL TEACHERS - Student Services Department Professionals, General Education Literacy and Math Specialists Pertaining to Student Services Department Professionals and General Education Literacy and Math Specialists

- a. *(previously XI)* Both parties to this Agreement are fully aware of the importance to the system of the presence of Student Services Department professionals and other specially trained personnel to support students with special needs.
- b. *(previously X2)* The School Committee will make every effort to see that there are a sufficient number of special teachers specially trained personnel in the system, especially in the fields of Special Education; <u>ELL</u>; Speech; Literacy\_and Math Specialists; Reading Specialists; and Student Services Personnel.
- c. The School Committee and the Westwood Teachers' Association acknowledges the number of unique roles of Special Education providers in the district and that the appropriate caseload for these roles is highly variable. The School Committee will make every effort to see that there is a sufficient number of specially trained personnel (Special Education Teachers, Speech Therapists, School Psychologists, etc.) to provide Special Education services to students in the district, and that the instructional group sizes assigned to these personnel are not only at or below the levels required by DESE, but are also appropriate and reasonable to provide excellent services to the current population.
- **d.** If, once the school year begins, a class size waiver is required due to population shifts, the Administration will exhaust every avenue to resolve the class size and caseload waiver in a timely manner. The Administration will also be responsible for providing documented communication to impacted personnel about the waiver and efforts to address its resolution.

# 28. Article X.4 replace with:

a. The parties agree to a Special Education Council which shall include members chosen by the Association and the superintendent (or designee). The Council shall

be co-chaired by designees identified by the President of the Association and the superintendent. Efforts will be made by the parties to ensure representation of each school and multiple job roles. The Council shall meet at least quarterly, after school as a voluntary, unpaid activity. Other parties may be invited to these meetings if the Special Education Council decides to extend an invitation to further their work.

- b. The responsibilities of the Special Education Council include:
  - i. A minimum of two meetings per year will focus on administrative caseload review (typically in the fall and spring)
  - ii. Discussion of current challenges and reviewing processes for special education staffing and scheduling
  - iii. On a regular basis, communicating the activity of the Council to the respective appointing bodies
  - iv. On at least an annual basis, making recommendations for improvement to district administration
- c. The above provisions also apply to the BCBA contract.

# 29. Article X Testing Time (Add section 5)

- a. Any Special Education provider who completes assessments for initials and reevaluations per DESE regulations will be scheduled for, at a minimum, two hours of time per week at the preschool and elementary level and two academic blocks per cycle at the secondary level dedicated to this work. This time is to be used to schedule testing with students, observations of students as part of evaluation, testing of students, and writing of evaluations.
- b. The above provisions also apply to the BCBA contract.

# 30. Article X Administrative tasks (Add section 6)

a. Special Education liaisons at all levels will not have exclusive responsibility for administrative tasks such as entering new students into Frontline for initial evaluation, recording evaluation consent forms in system, creating and sending

invitations and attendance sheets, sending reports to family two days before the IEP meeting, sending IEP to parents, creating IEP packet of all relevant documents (all original documents) and sending to central office, sending progress notes to central office, and archiving the record for each event. This language does not detract from the responsibility to ensure that special education regulatory timelines are met.

#### 31. **Article XIV** Professional Vacancies and Transfers

Amend Section 1.a.: delete April 14, 1988

# 32. Article XV Amend Section 7.a.iii as follows:

- a. During the evening conferences in the fall and spring, Elementary specialist teachers (library, PE, art, performing arts), and literacy; and math specialists may be required to be available during evening conferences from 5:00pm–7:00pm or 6:00pm–8:00pm to meet with parents. Parents will be notified of the specialists' availability.
- b. On all other afternoon conference days, these specialist teachers (library, PE, art, performing arts) will-may be available for conferences as needed, or will otherwise participate in work as directed by their building Principal or department head Department Head. Elementary literacy and math specialist teachers will be compensated for their participation in the evening conference dates by being released at the normal time students are dismissed on two (2) staff development afternoons during the year.

#### 33. Article XV Amend Section 7.b.i and 7.b.ii as follows:

#### a. Middle School Parent-Teacher Conferences

i. It is also the intent of the Westwood School Committee and the Westwood Teachers' Association to provide an opportunity for parents to schedule one parent-teacher conference with teachers, including Special Education teachers, in the fall. These parent-teacher conferences will be held **for two hours** on three (3) afternoons and one (1) evening **(5:00pm-7:00pm or** 

**6:00pm–8:00pm)** on a date scheduled by the administration. Core academic teachers (English Language Arts, Mathematics, Science, Social Studies, and World Language) and special education Special Education teachers are required to be present for each scheduled conference. Core academic teachers and special educators Special Education teachers shall be compensated for their evening conference time by being released at the normal time students are dismissed on one (1) staff development afternoon during the year.

ii. On one (1) afternoon during the year for two hours, Middle School specialist teachers (library, PE/Wellness, art, performing arts, CACE), and literacy and math specialists, shall be required to be present to hold or participate in scheduled parent-teacher conferences. On the other afternoons during which core academic classroom teachers and Special Education teachers hold conferences, Middle School specialist teachers will be required to participate in professional development activities/meetings. Middle School specialist teachers shall also be required to be in attendance to hold parent-teacher conferences on one (1) evening date (5:00pm-7:00pm or 6:00pm-8:00pm) scheduled by the administration. Middle School specialist teachers will be compensated for their participation in the evening conference date by being released at the normal time students are dismissed on one (1) staff development afternoon during the year.

# 34. Article XVIII PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- a. Amend 4.a. Course Reimbursement: Increase from \$600 to \$1,000 effective 2026-2027.
- b. Amend 6.e\_Special Education teachers, psychologists, and SLPs at the elementary level shall be afforded two (2) in-district professional half-days for the purpose of IEP and report writing. These days may be scheduled at any time in the year (with the exception of the first four weeks and last two weeks of the school year) with the approval of the building principal. Requests should be made at least one week

in advance to the building principal and student services department head. Special education teachers, psychologists, and SLPs at the preschool or secondary level may similarly request up to two (2) in-district professional half-days with the approval of their building principal or designee for the purpose of IEP and report writing.

c. The above provisions also apply to the BCBA contract.

#### 35. Article XIX LEAVES OF ABSENCE

Replace Section 19.3 - Parental Leave of Absence in its entirety with:

- a. Upon appropriate notice, a bargaining unit employee who is eligible under the Massachusetts Parental Leave Act (MPLA) and/or Family Medical Leave Act (FMLA), shall be granted an unpaid leave of absence for any purpose related to the actual or prospective rearing of a newly born or newly adopted child. The provisions of this section shall also apply to a newly fostered child.
  - i. An employee is eligible for up to eight (8) weeks forty (40) work days of unpaid leave under the MPLA if she or he has they have completed at least three (3) consecutive months as a bargaining unit employee.
  - ii. An employee is eligible for up to twelve (12) weeks sixty (60) work days of unpaid leave under the FMLA if she or he has they have worked at least 1,250 hours during the twelve months immediately preceding the leave.
  - iii. An employee who has been employed in the Westwood Public Schools for at least the previous twelve (12) consecutive months prior to the beginning of the leave shall be eligible for up to ten (10) full work days of paid parental leave in school year 2025–2026, fifteen (15) full work days of paid parental leave in school year 2026–2027, and twenty (20) full work days of paid parental leave in school year 2027–2028, at the rate of one hundred (100) percent of their regular daily rate during their parental leave. Unit members can supplement their parental leave up to twenty (20) work days at 100% of their regular daily rate by using their personal sick time up to the limits identified in section vi below. Days when school is not in session or when teachers are not required to report are excluded from the parental leave time.

- iv. Parental leave under <u>subsections (i)-(iii) above shall run</u>
  <u>concurrently. the MPLA and FMLA will run concurrently</u>
  <u>whenever possible; however, leave taken due to medical</u>
  <u>complications from pregnancy may be designated as FMLA leave,</u>
  <u>where MPLA leave commences upon the birth or adoption of the child.</u>
- v. During the MPLA or FMLA parental leave, the District will continue to pay its portion of the teacher's health insurance.
- vi. During a parental leave of absence, an employee may use accumulated sick leave or available personal leave to supplement compensation for parental leave taken under subsections (i) or (iii), to a total compensation of up to fifty (50) working days. granted under MPLA, the employee may be paid by applying sick leave benefits for certified disability resulting from childbearing and/or childbirth and recovery therefrom during the period of leave. Appropriate medical certification must be provided in a timely fashion.
- vii. The provisions of this section shall apply to both birth and non-birth parents. If both parents are employees of the Westwood Public Schools, the parental leave of absence shall not exceed a sum of forty (40) days between both parties under this section.

  Non-birth parent may use up to fifteen (15) sick days for an arrival of a child.
- viii. Any parental leave must be taken within one year of the new parentage for the employee to be eligible for the benefits of this section.
  - ix. A paid leave of absence not to exceed thirty-five (35) school days, to be deducted from accumulated sick leave, will be granted to a teacher for the purpose of attending to the adoption of their child. This leave shall run concurrently with the state statutory leave for any time following the adoption of a child.

# b. Employee Notice

i. After an employee learns she or he is expecting a child or will be adopting <u>or fostering</u> a child, and anticipates taking leave, the employee shall notify the Superintendent and Principal in writing as soon as practicable, but no less than <u>thirty (</u>30) days prior to the anticipated leave (unless conditions beyond the employee's control

- necessitate shorter notice). The employee shall also provide the anticipated date of return.
- ii. All requests for leave under this Section are irrevocable except that in unusual situations, such as infant death, miscarriage, or cancelled adoption <u>or foster placement</u>, a <u>teacher unit member</u> may make a written request for reinstatement prior to the previously-established date for the end of the leave period. The Superintendent may require the teacher to return on the first day of the marking period following said notification.

#### c. Extended Parental Leave of Absence

- i. An extended unpaid leave of absence for the purpose of child rearing immediately following a parental leave shall be granted to any teacher unit member who has served in a bargaining unit position for at least three (3) years and has attained professional teacher status. Employees requesting an extended parental leave of absence must request said leave at least four (4) weeks prior to the start of the extended leave, indicate the length of the requested leave of absence, and include the intended date of return.
  - 1. Under no circumstances may the extended leave affect more than two school years. For example, if an employee goes on extended parental leave beginning in April 2017 (2016-2017), they may continue on extended leave throughout the 2017-2018 school year, but the leave shall not continue into any part of the 2018-2019 school year.
  - 2. Initial requests for an extended child rearing leave that will commence at the start of the following school year must be submitted by June 1st.
  - 3. A teacher unit member who has already been granted a year's extended leave of absence for the purpose of child rearing, and who wishes to extend that leave to a second school year, must notify the Superintendent by <a href="#">January</a> March 15 preceding commencement of the second school year.
  - 4. A teacher <u>unit member</u> returning to the school system from an extended parental leave must return at the beginning of the school year, unless they are granted permission to return at another time by the Superintendent.

- 5. Employees will not be entitled to sick leave benefits for any other illness and/or disabilities incurred while on an extended unpaid leave of absence.
- 6. In order for entitlement to sick leave benefits to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the employee must first return to active service and be granted parental leave according to Section 3a above.

#### d. Notice of Return

i. When requesting a parental leave of absence of any duration, the employee must indicate the intended date of return. They must notify the Superintendent, in writing, at least four (4) weeks prior to the expiration of the leave of their intention to return to work. In the case of an extended parental leave of absence, employees must notify the Superintendent in writing by March 15 of their intention to return to service the following school year. An employee who fails to so notify the Superintendent in writing, or who does not furnish said written notice, but fails to so notify the Superintendent in writing, or who does not furnish said written notice, but fails to return to duty at the expiration of the leave without good reason, shall be deemed absent without leave, and the School Committee's obligation to provide a position for said employee shall cease.

#### 36. Article XXI Grievance Procedure Section 6. a. i. 2.

a. Add the following as subsection 6.a.i.2 (Formal Procedures; Level One-School Principal);

The Principal shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person and with representatives of the Association for the purpose of resolving the grievance.

b. Insert section 3. and renumber

The Principal shall with five days of the above referenced meeting, render their decision in writing to the aggrieved person, with a copy to the Chairperson of the Westwood Teachers Association PSC.

37. **Article XXI** delete section 8.a (Miscellaneous) and re-number the remaining subsections:

Delete Grievance forms shall be prepared by the Superintendent.

(Reason: no forms have been found or seem to exist)

# 38. Article XXII -Agency Fee

Delete XXII Agency Fee

(Reason: Unconstitutional due to Janus case)

Renumber Articles

#### 39. Article XXIII Miscellaneous

Amend Section 1.c.iii: add or the Executive Assistant for the office of Teaching, Learning and Personnel

# 40. Article XXIII Scope and Miscellaneous

Add a sentence to the end of Section 5.c (Complaints) This provision is not intended to limit the rights of individual school committee members or administrators acting as a parent/caregiver in the Westwood Public Schools, consistent with the provisions of this article.

# 41. Article XXII Growth & Evaluation Add a new Section 4

The parties agree to establish a joint working group for Professional Growth and Evaluation to make recommendations for modifications to the evaluation process, including but not limited to rubrics, forms, and deadlines. Any recommendations from the working group that affect provisions of this agreement must be brought back to both respective parties for ratification, with implementation beginning in the 2026-2027 school year.

42. Article X.3- BCBA Contract Delete, "The parties agree to continue to monitor all BCBA easeloads over the next two years to examine service delivery models."

Delete, "The parties agree to continue to monitor BCBA building and program consultation time over the next two years to further examine the definition of service delivery hours."

- 43. Article X.5 BCBA Contract-Delete, "A process will be developed to refer students for behavioral supports."
  - a. Replace with, "General education students and those students without BCBA consultation on their IEP service delivery grid can be referred for BCBA behavioral consultation through the CST referral process, the Principal or the Student Services Department Head."

#### 44. Article VI BCBA CONTRACT

a. "BCBAs may be asked to voluntarily supervise a maximum of 2 RBTs at a time. For each RBT the BCBA supervises, the BCBA will be paid a biweekly stipend of \$100.00 during the period of supervision."

#### 45. Article X BCBA Contract

- a. BCBAs shall be afforded two (2) in-district professional half-days for the purpose of IEP and report writing. These days may be scheduled at any time in the year (with the exception of the first four weeks and last two weeks of the school year) with the approval of the building principal. Requests should be made at least one week in advance to the building principal and student services department head.
- b. Any BCBA who completes assessments for initials and reevaluations per DESE regulations will be scheduled for, at a minimum, two hours of time per week at the preschool and elementary level and two academic blocks per cycle at the secondary level dedicated to this work. This time is to be used to schedule

testing with students, observations of students as part of evaluation, testing of students, and writing of evaluations.

Page 13 BCBA contract

# 46. Replacement of "early release Wednesdays"

In the following sections of the contract, amend language to remove reference to "early release Wednesday(s)" and replace with "early release day(s)":

- a. Article IX, Section 3.c
- b. Article IX, Section 3.n
- c. Article XI, Sections 7.a.ii
- d. Article XVIII, Section 6.b
- e. Article XVIII, Section 6.c.i
- f. Article XVIII, Section 6.c.v

# 47. Article III TEACHERS SALARY SCHEDULE

a. Delete all schedules on pages 5 and 6 and in the BCBA contract and replace with:

25-26 3% Increase									
STEP	В	B+15	M	M+15	M+30	M+45	M+60	DOC	
1	59,047	60,194	63,056	65,204	67,354	69,362	72,369	82,191	
2	61,409	62,601	65,577	67,814	70,047	72,137	75,263	85,478	
3	63,864	65,105	68,198	70,525	72,851	75,023	78,273	88,897	
4	66,419	67,710	70,928	73,344	75,765	78,024	81,405	92,453	
5	69,077	70,418	73,766	76,279	78,795	81,145	84,661	96,151	
6	71,839	73,236	76,716	79,332	81,948	84,391	88,047	99,998	
7	74,713	76,165	79,784	82,505	85,223	87,766	91,569	103,996	
8	77,701	79,211	82,976	85,804	88,633	91,278	95,232	108,156	
9	80,808	82,379	86,294	89,238	92,179	94,929	99,041	112,482	
10	84,042	85,676	89,748	92,807	95,866	98,726	103,003	116,981	
11	87,403	89,101	93,337	96,518	99,700	102,675	107,122	121,663	
12	90,899	92,666	97,070	100,380	103,687	106,782	111,407	126,527	
13	94,535	96,374	100,952	104,394	107,837	111,054	115,865	131,590	
14	98,318	100,228	104,990	108,569	112,152	115,494	120,498	134,970	
15	101,481	104,305	112,467	115,602	118,121	121,588	124,727		
		·					·		
26-27 3% Increase									
STEP	В	B+15	М	M+15	M+30	M+45	M+60	DOC	
1	60,818	62,000	64,948	67,160	69,375	71,443	74,540	84,657	
2	63,251	64,479	67,544	69,848	72,148	74,301	77,521	88,042	
3	65,780	67,058	70,244	72,641	75,037	77,274	80,621	91,564	
4	68,412	69,741	73,056	75,544	78,038	80,365	83,847	95,227	
5	71,149	72,531	75,979	78,567	81,159	83,579	87,201	99,036	
6	73,994	75,433	79,017	81,712	84,406	86,923	90,688	102,998	
7	76,954	78,450	82,178	84,980	87,780	90,399	94,316	107,116	
8	80,032	81,587	85,465	88,378	91,292	94,016	98,089	111,401	
9	83,232	84,850	88,883	91,915	94,944	97,777	102,012	115,856	
10	86,563	88,246	92,440	95,591	98,742	101,688	106,093	120,490	
11	90,025	91,774	96,137	99,414	102,691	105,755	110,336	125,313	
12	93,626	95,446	99,982	103,391	106,798	109,985	114,749	130,323	
13	97,371	99,265	103,981	107,526	111,072	114,386	119,341	135,538	
14	101,268	103,235	108,140	111,826	115,517	118,959	124,113	139,019	
15	104,525	107,434	115,841	119,070	121,665	125,236	128,469	-	
27-28 3.125% Increase									
STEP	В	B+15	M	M+15	M+30	M+45	M+60	DOC	
1	62,719	63,938	66,978	69,259	71,543	73,676	76,869	87,303	
2	65,228	66,494	69,655	72,031	74,403	76,623	79,944	90,793	
3	67,836	69,154	72,439	74,911	77,382	79,689	83,140	94,425	
4	70,550	71,920	75,339	77,905	80,477	82,876	86,467	98,203	
5	73,372	74,798	78,353	81,022	83,695	86,191	89,926	102,131	
6	76,306	77,790	81,486	84,266	87,044	89,639	93,522	106,217	
7	79,359	80,902	84,746	87,636	90,523	93,224	97,263	110,463	
8	82,533	84,137	88,136	91,140	94,145	96,954	101,154	114,882	
9	85,833	87,502	91,661	94,787	97,911	100,833	105,200	119,477	
10	89,268	91,004	95,329	98,578	101,828	104,866	109,408	124,255	
11	92,838	94,642	99,141	102,521	105,900	109,060	113,784	129,229	
12	96,552	98,429	103,106	106,622	110,135	113,422	118,335	134,396	
13	100,414	102,367	107,230	110,886	114,543	117,961	123,070	139,774	
14	104,433	106,461	111,519	115,321	119,127	122,676	127,992	143,363	
15	107,791	110,791	119,461	122,791	125,467	129,150	132,484	-	

UNDERSTANDING to be executed by their duly authorized representatives on the dates so							
forth below.							
WESTWOOD TEACHERS ASSOCIATION President	DATE						
Tresident							
WESTWOOD TEACHERS ASSOCIATION Bargaining Chair	DATE						
WESTWOOD SCHOOL COMMITTEE	DATE						

DATE

WESTWOOD SCHOOL COMMITTEE