

Memorandum of Agreement
between
Worcester School Committee (the “School Committee” or “Committee”)
and
Educational Association of Worcester, Units A & B (the “Association”)

This Memorandum of Agreement sets forth the agreements of the parties for a new agreement, to supplement and supersede inconsistent terms of prior agreements in effect through August 31, 2016. This Memorandum shall not be binding until ratified by the School Committee and ratified by the membership of the Association. Failing such ratifications, this Memorandum shall not be admissible in any proceeding between the parties and both parties will be free to revert to bargaining positions prior to the negotiations which produced this agreement. The ratified agreement shall be subject to funding in accordance with Mass. G.L. c. 150E. Thereafter, the parties shall endeavor to achieve a fully integrated collective bargaining agreement incorporating all changes contemplated by this agreement. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from September 1, 2013 – August 31, 2016, shall remain in effect with the following amendments:

1. ARTICLE XXXVI DURATION. This composite contemplates the parties entering into two collective bargaining agreements covering the period of September 1, 2016 through August 31, 2020. The first agreement shall be effective from September 1, 2016 through August 31, 2017. The second agreement shall be effective from September 1, 2017 through August 31, 2020. The fully integrated contract document will continue to include the language regarding the right to revert to a contract cycle ending on December 31st absent agreement on a different contract cycle. **The language will read: It is understood that the School Committee agreed to enter into this Agreement in response to the Association’s promise to negotiate the successor contract such that it will revert to a cycle ending on a December 31st. As such, it is expressly agreed that when the Parties resume negotiations for a successor contract, the Association agrees to negotiate a contract which will expire on a December 31st. In the event that the School Committee is agreeable to negotiating a term other than one ending on a December 31st, the Parties will be authorized to negotiate some alternative contract term.**

2. APPENDICES A, A-1 and B SALARY SCALES. The salary schedules appearing in Appendices A, A-1 and B shall be increased as follows:

- a. One Percent (1%) effective retroactive to first day of 2016/2017 school year;
- b. One Percent (1%) effective on first day of 2017/2018 school year;
- c. One Percent (1%) effective on 92nd day of 2017/2018 school year;
- d. One Percent (1%) effective on first day of 2018/2019 school year;
- e. One Percent (1%) effective on 92nd day of 2018/2019 school year; and
- f. Two Percent (2%) effective on first day of 2019/2020 school year.

3. STEP ADVANCEMENT. The Parties have agreed that effective on the first day of the 2017/2018 school year and for the duration of the 2017/2018 school year, all bargaining unit members (Units A & B) shall be retained at the same step on the salary schedule that they were on during the 2016/2017 school year. Effective on the first day of the 2018/2019 school year, bargaining unit members shall resume movement on the salary scale but shall advance only a single step.

4. ARTICLE XXIX HEALTH INSURANCE. The Union agrees the City can make the following changes in the City's Health Insurance without any further bargaining by the City or the School Dept., with the Union, as follows:

- (a) Health insurance deductibles for all plans to be increased from \$250/\$750 to \$500/\$1,000 effective July 1, 2017.
- (b) Effective September 1, 2017, or as soon as practicable thereafter, prescription drug co-pays and coverage changes for all plans as follows:
 - (i) To increase the 2nd tier of prescription co-pays from \$25 to \$30;
 - (ii) To increase the 3rd tier of prescription co-pays from \$45 to \$60;
 - (iii) To require mandatory mail order refills on all maintenance prescriptions.
- (c) Effective September 1, 2017, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective September 1, 2017, or as soon as practicable thereafter, increase the co-pays for specialist office visits up to a maximum not to exceed \$50.00.

- (e) Effective September 1, 2017, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
- (f) Effective September 1, 2017, or as soon as practicable thereafter, increase the Inpatient Hospital Copay to a maximum not to exceed \$1,000.00 for each plan.
- (g) Effective September 1, 2017, or as soon as practicable thereafter, increase the Outpatient Hospital Copay to a maximum of \$750.00 for each plan.

The Union further agrees that the City Health Insurance Authority shall be authorized to take such other action as may be necessary to carry out the above changes.

See attached Health Plans Benefit Summary for information purposes (i.e. New Plan – New Settled Benefit Summary – [C]).

~~**5. ARTICLE XXIX HEALTH INSURANCE STUDY COMMITTEE.** The Parties have agreed to the formation of a Health Insurance Study Committee comprised of an equal number of Association representatives and Administration representatives. The Health Insurance Study Committee shall meet and consider any changes to the language of the article which may be warranted, such as through consideration of the removal of obsolete language. Any changes recommended by the Health Insurance Study Committee would be subject to ratification by both the Association and the School Committee.~~

5. ARTICLE V LEAVES OF ABSENCE WITH PAY. Effective with the 2017/2018 school year, amend Section 5, first paragraph by adding “grandparent” and “domestic partner” to the list of covered relationships. Accordingly, effective with the 2017/2018 school year, it shall read: “When the death of wife, husband, father, mother, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, child, step-child, grandchild, **grandparent, domestic partner**, or relative living in the same household, or someone who has acted in loco parentis occurs in the family of a teacher or administrator, such teacher or administrator, is entitled to a leave of absence of up to five consecutive days or Memorial Week for people of the Jewish faith, without loss of salary, such leave to take effect from the date of death.”

6. ARTICLE XXVII WORK YEAR, HOURS AND WORK LOAD. Section 17. Add the following to the end of the second paragraph: “Commencing in September of 2018 the

Committee will provide four (4) preparation periods per week to elementary classroom teachers and special education teachers who supervise and conduct a class.”

7. ARTICLE X TRANSFERS. Effective with the start of the 2017/2018 school year, revise this Article to read as follows:

“Although the Committee and the Association recognize that some transfers of teachers and administrators, from one school to another is unavoidable, they recognize that the frequent transfer of teachers and administrators disrupts the educational process and interferes with optimum teacher performance. Therefore they agree as follows:

1. **Teacher Transfers.** Requests by teachers for transfers shall be made in the following manner:
 - A. The district shall notify all personnel of existing known vacancies by way of two separate bid lists, with the first occurring no later than April 1st and the second occurring no later than May 15th. A teacher who seeks a transfer will receive written notice of the resolution of his/her transfer request by June 15th.
 - B. A list of all vacancies shall be maintained by school system showing the date that the position appeared on a bid list and the successful bidder for each position. Such list shall be made available to the EAW.
 - C. No new appointments may be made until pending transfer requests for existing openings have been considered.
 - D. As used in this section, “consideration” of a transfer request shall mean the following:
 1. Except on the conditions otherwise set forth in this subsection, each appropriately certified individual who is a Teacher with Professional Teacher Status in the Worcester Public Schools and who has requested a transfer to a position that will be vacant in the next school year, shall be interviewed by the building principal or other pertinent administrator. The principal will convene an interview committee consisting of teachers and/or other building staff as well as district staff;
 2. No principal or administrator shall be required to interview more than five (5) such teachers in order to comply with the requirements of this subsection, although nothing herein shall be construed to prohibit a principal or other pertinent administrator from interviewing as many internal candidates for a vacancy as she/he deems necessary.

3. Once the bid list deadline has passed, the Human Resources office shall provide to the principal a list of all transfer applicants for each of his/her positions. The list shall be arranged by seniority, with the most senior applicant listed first. Principals shall be required to consider the top five applicants, and may consider additional applicants. If a principal chooses to consider additional applicants, then s/he shall follow the seniority ranking in order. Seniority shall mean length of service as a member of Unit A with the Worcester Public Schools.
 4. The decision to hire a teacher from the transfer list shall reside entirely with the building principal or administrator charged with making the hiring decision.
- E. Employees may seek transfers outside of their current discipline if licensed in the transfer area.
- F. All vacancies that arise after the bid list(s), and during the school year, will be posted and available for bid by employees prior to February 1st. A position filled internally prior to February 1st will be a permanent appointment. The results of the bid will take effect at the beginning of the following year.
- G. In considering employees for transfer to a vacant position, the appropriate administrator will consider at a minimum the following: credentials held by applicants; education; experience; evaluation, and seniority. The appropriate building administrator may consider other criteria.
- H. Length of service for administrators to be based on the date such administrator is appointed by the School Committee to an administrative title. When more than one appointment is made on the same date to that title (ex. Principal), the order of standing will refer to their previous rank according to the promotional system.
- I. No administrator will be involuntarily transferred without 30 days' written notice. Reasons for the transfer will be specified in writing before the transfer occurs.
- J. Department Head positions are advertised internally by paper and e-mail among Worcester Public secondary schools. Worcester Public Schools does not recruit or advertise for Department Heads outside the system. Candidates may apply by submitting a resume and a cover letter, but will not be required to submit a Training and Experience report. All licensed candidates will be interviewed. The Principal in the school where the vacancy exists will conduct the interview and will include a minimum of one and a maximum of three teachers from the department as well as any other relevant personnel who the Principal believes

would assist in the selection process. Each interview panelist will complete a strengths and weakness form for each candidate.

- K. When a vacancy occurs in an Instructional Coach or Team Chair position, the vacancies shall be posted internally and externally concurrently. The selection regarding Instructional Coaches shall be made by the Building Principal. The selection regarding Team Chairs shall be made by the Manager of Special Education. In the cases of both these positions, the selection process to be utilized shall be the Strength and Weaknesses Process.

VOCATIONAL SCHOOL: See Vocational Appendix.”

8. ARTICLE X TRANSFERS. Effective with the start of the 2017/2018 school year, revise this Article by adding a section regarding Unit B transfers, to read as follows:

- 2. **Unit B Transfers.** Requests by members of Unit B for transfer shall be made in the following manner:
 - A. The district shall notify all personnel of existing known vacancies by way of two separate bid lists, with the first occurring no later than April 1 and the second occurring no later than May 15. An administrator who seeks a transfer will receive written notice of the resolution of his/her transfer request by June 15.
 - B. A list of all vacancies shall be maintained by the school system showing the date that the position appeared on the bid list and the successful bidder for each position. Such list shall be made available to the EAW.
 - C. No new appointments shall be made until pending transfer requests for existing openings have been considered.
 - D. As used in this subsection, “consideration” of a transfer request shall mean the following:
 - 1. Except on the conditions otherwise set forth in this subsection, each appropriately certified individual who has been employed in his/her Unit B position for at least three complete consecutive years in the Worcester Public Schools and who has requested a transfer to a position that will be vacant in the next school year shall be interviewed by the building principal or other pertinent administrator. The principal or administrator will convene an interview committee consisting of teachers and/or other building staff as well as district staff;

2. No principal or other administrator shall be required to interview more than three (3) such administrators in order to comply with the requirements of this subsection, although nothing herein shall be construed to prohibit a principal or administrator from interviewing as many internal candidates for a vacancy as s/he deems necessary.
- E. Once the bid list deadline has passed, the human resources office shall provide to the hiring manager (principal or other administrator) a list of all transfer applicants for each of his/her positions. The list shall be arranged by seniority, with the most senior applicant listed first. The hiring manager shall be required to consider the top three applicants, and may consider additional applicants. If the hiring manager chooses to consider additional applicants, then s/he shall follow the seniority ranking in order. Seniority shall mean length of service as a member of Unit B within the Worcester Public Schools.
 - F. The decision to hire an administrator from the transfer list shall reside entirely with principal or administrator charged with making the hiring decision.
 - G. Members of Unit B as described in D(1) may seek transfer into any Unit B position for which they are appropriately licensed.
 - H. All vacancies that arise after the bid lists, and during the school year, will be posted and available for bid by Unit B employees. The results of the bid list(s) will take effect at the beginning of the following school year.
 - I. In considering employees for transfer to a vacant position, the hiring manager will consider at a minimum the following: credentials held by applicants; education; experience; evaluation; and seniority. The appropriate hiring manager may consider other criteria.

VOCATIONAL SCHOOL: See Vocational Appendix.”

9. ARTICLE XXVI FACULTY MEETINGS. Effective at the beginning of the 2017/2018 school year, revise this Article to read as follows:

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1. Two regular faculty meetings for each building will be scheduled for September through June beginning no later than fifteen (15) minutes after the close of the normal school day and lasting no more than ninety (90) minutes. The Principal shall have flexibility as to the length of the two monthly meetings in a month, so long as the

aggregate total of the two meetings in the month does not exceed one hundred eighty (180) minutes. There will not be a second meeting in the months of December, February or June. One meeting shall be on the first or second Monday of each month. The dates for each building will be announced before September 15th for the entire academic year. Meeting dates may be changed so long as faculty is provided at least thirty (30) days advance notice of the change. In the event that the date of a meeting changes, staff members who can demonstrate the existence of a previous commitment on the day that such a meeting is rescheduled shall be excused from the rescheduled meeting.

2. Individual schools may create flexible schedules under Article XXVI, Section 1 of the contract with the following provisos:
 - a. The total number of minutes shall not exceed the total minutes described in Section 1; and
 - b. A schedule shall be presented for a vote of the faculty. A vote by the majority of the faculty who cast votes shall determine whether the alternate plan shall be implemented. Such vote shall occur prior to the end of the school year which precedes the alternate faculty meeting plan.
3. Attendance at monthly faculty meetings is an individual professional obligation of the same rank as the conduct of regularly assigned classes.
4. The principal or assistant principal, in recognition not to waste the time of the faculty in mere formalities, will cancel a regular monthly meeting or substitute departmental or smaller group meetings, if, in his/her judgment, there is insufficient business to warrant a building-wide meeting.
5. Nothing in this Article shall prevent the calling of a reasonable number of smaller meetings of teachers in a course group or related courses, or department in accordance with prevailing practices, nor the calling of emergency meetings of a building faculty upon 24 hours notice provided that no meeting shall start more than half an hour before the start of the school day or after 4:00 P.M.
6. Principals may designate one of the monthly faculty meetings as a department meeting.
7. A sincere effort will be made to minimize the number of meetings a teacher or administrator is required to attend. In no event shall the number exceed seventeen (17) in any year exclusive of meetings on released time (which are not within the scope of this Agreement).

8. This revised language reflects the agreement of the Parties that effective with the start of the 2017/2018 school year, the requirement of attendance at eight hours per year of in-service seminars, as more fully described at the prior Article XXVI, Paragraph 8, and specified below, has been deleted from the collective bargaining agreement.

~~8. When needed, the Committee and/or the administration may require the attendance of employees at in-service programs. From time to time, all employees will be required to attend seminars in teaching skills and methods. Such required attendance is not to exceed eight (8) hours per year. These meetings are in addition to the meetings set forth in Sections 1-6 of this Article. To the extent possible, this time will be scheduled at the end of the employee's work day. Advance notice will be given.~~

VOCATIONAL SCHOOL: See Vocational Appendix.”

10. ARTICLE XXVII WORK YEAR, HOURS AND WORK LOAD. Section 21. Effective with the 2017/2018 school year, amend the second paragraph to reflect that the benefit applies to teachers in grades kindergarten through 6. Accordingly, effective with the 2017/2018 school year, it shall read: “In the event that teacher’s class size in grades **K** through 6 is between 27 and 30 students on October 1st, the teacher shall receive a lump sum stipend of \$250.00. Teachers in grades **K** through 6 whose class size is 31 or above on October 1st, shall receive a lump sum stipend of \$375.00. These payments will be made on or about February 1st. In the event that a teacher’s class size in grades **K** through 6 is between 27 and 30 students on February 1st, the teacher shall receive a lump sum stipend of \$250.00. Teachers in grades **K** through 6 whose class size is 31 or above on February 1st, shall receive a lump sum stipend of \$375.00. These benefits shall be paid on or about June 30th.”

21. Secondary Class Size

Each secondary teacher’s average class size shall not exceed twenty-five (25), **or a total of 125.**

11. ARTICLE XI REDUCTION IN FORCE. Add a new paragraph 8 to Section A incorporating language previously appearing in Article X, Section A, as follows:

“8. Reduction in Number of Teachers in a School. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first, provided it is in the best interest of the school system. When there are no volunteers, a teacher’s area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Worcester School System will be considered in determining which teacher is to be transferred.”

1. **ARTICLE XI REDUCTION IN FORCE.** Section A, Paragraph 3. Effective at the start of the 2017/2018 school year, amend first paragraph to reflect consistency with revisions to Mass. G.L. c. 71, Section 42, which become effective on September 1, 2016, to read as follows:

“Layoffs shall be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Meets the Standards of the Worcester Public Schools (for evaluations prior to 2012-2013), Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.”

12. ARTICLE XIII SUPERVISION AND EVALUATION.

EVALUATION WORKING COMMITTEE. The parties have agreed, effective with the start of the 2017/2018 school year, to form a working Evaluation Committee, comprised of an equal number of representatives of the Association and the Administration. This Evaluation Committee shall be ongoing throughout the entirety of the contract duration and shall meet regularly on dates mutually agreed to by the Evaluation Committee members. This working Evaluation Committee shall be charged with addressing issues which may arise from time to time regarding the evaluation processes and procedures and which issues represent global concerns of the parties. The Evaluation Committee is not intended to be utilized as a means to addressing individual concerns relative to a particular employee's evaluation. To the extent that the Evaluation Committee determines to make amendments or adjustments to the contract language, such amendments or adjustments shall be subject to the procedures identified at Article XIII, Section 26(E).

13. ARTICLE XXVII WORK YEAR, HOURS AND WORK LOAD.

CASELOAD STUDY COMMITTEE. The parties have agreed to the formation of a Caseload Study Committee comprised of an equal number of members of the Association and the Administration. The committee shall be charged with studying all issues connected with the management of caseload sizes for certain positions within the bargaining unit, including but not limited to: guidance counselors, speech and language pathologists, occupational therapists, and physical therapists and BCBAs. This committee shall consider, among other things, industry standards, learned treatises, and other resource materials identified by committee members on the issue of best practices and their connection to caseload sizes. To the extent that the study committee reaches agreement on any changes to the language of the collective bargaining agreement, such changes would be subject to ratification by the Association and the School Committee.

14. EARLY CHILDHOOD AND KINDERGARTEN STUDY COMMITTEE. The parties have agreed to the formation of a study committee comprised of an equal number of members of the Association and the Administration for purposes of studying issues around the admission of students to kindergarten and early childhood programs. Although the work of this study committee would not likely result in any changes to the collective bargaining agreement, the study committees input on issues of this nature would be beneficial in connection with any possible operational changes by the District in this regard.

15. APPENDIX C EXTRA-PAID POSITIONS. Section F. The parties have agreed that effective at the beginning of the 2019/2020 school year, the Level 4 stipend shall be changed to reflect: an increase in the hourly rate for additional instructional time to \$55.00 per hour; and an increase in the rate for additional planning time at \$35.00 per hour. Compensation for additional professional development time, which is not included in the stipend, shall continue to be compensated at \$35.00 per hour.

16. ARTICLE XXVII WORK YEAR, HOURS AND WORK LOAD. Section 28. Add a new second paragraph as follows:

“Effective at the start of the 2017/2018 school year, the parties have agreed that that any newly implemented program(s) of the type contemplated by this Section shall be compensated in accordance with a newly established compensation structure. It is expressly agreed that the City View School and Jacob Hiatt School programs will be grandfathered at the compensation structure described in the first paragraph of this Section and shall be unaffected by the new compensation structure described herein. Compensation for any newly implemented program(s) shall be based upon an annual stipend, which shall be comprised of any additional instructional time compensated at the then applicable Level 4 additional instructional time hourly rate and any additional common planning time compensated at the then applicable Level 4 common planning time hourly rate. Any additional professional development time shall be compensated outside of the stipend at the rate of \$35.00 per hour. The Superintendent shall have the right to establish the number of hours of additional instructional time, common planning time and professional development time within each school program. Such expected additional time, as well as the stipend amount, shall be established sufficiently in advance of the implementation of the program(s) so that potentially impacted staff or interested staff can exercise their transfer rights. Once established, the schedule and stipend for that particular year can't be changed. The Superintendent may, at her discretion, also utilize this approach with schools which have emerged from Level 4. ~~or which are in jeopardy of becoming Level 4 schools.~~”

2. **Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.
3. This Agreement is subject to ratification by the Association and ratification and funding by the School Committee.

For the Association:

Dated:

For the School Committee:

Dated:

DRAFT