

MEMORANDUM OF AGREEMENT
BETWEEN
THE SOMERVILLE SCHOOL COMMITTEE
AND
THE SOMERVILLE TEACHERS ASSOCIATION, UNIT A

This MEMORANDUM OF AGREEMENT is entered into by and between the Somerville School Committee (hereinafter the “Committee”) and the Somerville Teachers’ Association (hereinafter “STA” or “Association”) (collectively hereinafter the “Parties”) upon ratification by the Association’s general membership and the full Committee.

WHEREAS, the Committee and the Association are parties to a collective bargaining agreement covering the bargaining unit for Unit A (hereinafter the “teachers’ unit”) for the period September 1, 2015 through August 31, 2018; and

WHEREAS, the Committee and the Association wish to enter into a successor agreement that reflects all of their understandings and agreements arrived at through said negotiations and both parties are in agreement that, except noted below, there are no additional agreements or amendments to the contract.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2015 through August 31, 2018 shall remain in force for the successor agreement, except as amended herein.

2. Amend Article IV D by adding the following paragraph

3. The parties agree to establish a Joint Study Committee, to review and assess the feasibility of 26 paychecks as an option, and will report to their respective constituencies the results of their study .

.....

3. Amend Art. IV (B) as follows

1. Increase salaries in Appendix A across the board as follows:

Effective September 1, 2018:	2.5%
Effective September 1, 2019	2.5%
Effective September 1, 2020	2.75%

2. Increase salaries in Appendix A on Step 11 across the board as follows:

Effective September 1, 2018:	add \$750
Effective September 1, 2019	add \$750
Effective September 1, 2020	add \$750

4 . Amend Art. IV, (F) (2) and (9) as follows:

Extra Instructional Duties: For the life of this Agreement, compensation for the additional instructional duties listed below shall be as follows:

- a. Evening School: ~~25~~\$26/hour
- b. Curriculum Work: ~~25~~\$26 /hour
- c. Workshop Instruction: ~~40~~\$41/hour

Subsection 9. The rate for work performed by bargaining unit members outside of the regular work day or work year that is not compensable under another provision in the collective bargaining agreement will be ~~\$25~~**\$27 per hour**

4. Add a new paragraph 10. Tuition Reimbursement

- A. *The School Committee will reimburse unit members for up to \$ 1,000.00 per year, for college and university courses related to the field of education, their assigned subject area, the acquisition of an advanced degree in the field of education or administration or educator license with the advance written approval of the Principal and Superintendent or designee. The reimbursement will be for a grade of "B -" or better and will be made after provision of official transcripts. Reimbursements will be on a "first come, first served" basis. The School Committee shall not be required to expend more than \$40,000 per fiscal year in the aggregate under this article. Unit members will not be eligible to receive educational benefits under this article until they have completed 2 years of service in the bargaining unit, except that the Superintendent or designee may elect to waive this requirement on a case-by-case basis. The School Committee and the Association will develop a form to be used for purposes of seeking approval and reimbursement under this article.*

5. Amend Article V: Teaching Hours & Load as follows:

A. Work Year

Add a new paragraph (4) s follows:

SHIP/SKIP/ASCD: Subsequent to the execution of this agreement, all new hires will have an 11 month work year and all existing staff will be grandparented in their current schedule unless they decide to become an 11 month employee. The salary will be increased by prorated per diem, i.e. twenty five (25) additional days at 25 X 1/184th. Other yearly leave benefits available yearly are also prorated, e.g. sick leave, personal days. Logistics for implementation in summer 2019 will need further discussion between the parties.

B. Work Day

Add a new Section 6. as follows:

The parties agree that only under extraordinary circumstances and with the approval of the Special Education Director or Director of Student Services or his/her designee IEP/504 meetings may be scheduled before, or after the regularly scheduled work day. Such scheduling after consultation with staff, will only occur after a parental rejection of two (2) proposed team meetings during the school day. All such staff shall be afforded at least ten (10) calendar days' notice of that meeting, and will make a good faith effort to attend in light of their own personal responsibilities.. Staff will not be scheduled for such meetings more than two times per year. Meetings will not be scheduled more than one hour before the regular workday, and no meeting shall be scheduled to begin later than 4:45 and must end by 6 PM. Unit members will be compensated for attendance at all such IEP/504 meetings at the rate of \$40.00 per hour, and shall be compensated for "wait time" at the same rate for time between the end of their regular work day and the start of an afternoon IEP/504 meeting. All unit members in attendance shall be compensated for a minimum of one (1) hour for such a meeting

C. Extended Days

1. Amend section 1 as follows:

For the 19-20 and 20-21 school years the 22.5 hours will be increased to 24 hours for professional development. By the first work day of the school year in 19-20 and 20-21 the District will provide educators with a list of professional development activities in which the educator may participate to satisfy this requirement. By the end of September, the educator will submit to his/her Principal or Director a list of the professional development activities that s/he will complete for the first semester. For the second semester, a similar list will be prepared by the end of the first week of work after the December vacation and by the last day of January educators will submit to their Principal or Director the professional development activities that s/he will complete by the end of the second semester. The documentation of professional development activities will be accomplished through My Learning Plan or whatever system of documentation is in place. In the second and third years of this agreement the same process will be utilized for development of a list of professional development activities for selection by staff.

In the 19-20 school year the Principal will be allocated fourteen (14) hours of this time and the staff will be allocated ten (10) hours. In 20-21 school year the time will be evenly divided, 12 hours to the Principal and 12 hours to the staff.

If both parties agree, the allocation utilized in 20-21 will continue beyond the 20-21 school year. In the absence of an agreement to continue the 20-21 allocation, the parties shall

revert in 21-22 school year to the 22.5 hours and process utilized in the 17-18 school year until further modified by bargaining.

Amend section 3 as follows:

3. Elementary and secondary school teachers may be required to attend four (4) parent/teacher conference meetings, which will include an open house, during the school year. Each meeting will last 2.5 hours in duration. After consultation with the faculty, the principal may decide to hold up to two (2) of the last three (3) meetings in the afternoon.

Beginning in the 2019-2020 school year, the professional development day that is scheduled on the November election day, also will be used for the purpose of Parent/guardian conferences. In 2019-20 the first 2/3rds of the work day will be used for professional development activities determined by the Principals and the remaining 1/3 of the work day will be used for parent conferences. In 2020-2021, the day will be evenly divided between professional development activities determined by the Principal and parent conferences.

D Early Release/Preparation Time

ADD A NEW SECTION 5 AS FOLLOWS:

The parties agree to establish a Joint Study Committee, consisting of four (4) representatives of the Association and four (4) representatives of the School Committee to make a joint recommendation to the School Committee for a comprehensive Common Planning Time model that will not take away from current contractually required individual prep time. The Committee will include in its study, an assessment of current practices of common planning time in the Somerville Public Schools. The Joint Study Committee will complete its work prior to June, 2019 and will submit its joint recommendations to the parties' respective bargaining teams for negotiations and ratification by January 1, 2020



Add a new section under F 3(c). **Teaching Load:** as follows:

Effective with the 2018-2019 school year guidance counselors at the high school shall be scheduled for one (1) non- teaching duty per week

Add the following paragraph in italics to section J:

J. ~~Lesson Plans~~ Evidence of Planning: Each bargaining unit member who has not acquired Professional Teacher Status will be required to demonstrate to their principal on a weekly basis, in writing, on a form to be developed by the superintendent after consultation with the Association president, that the member's daily instruction is

consistent with the state curriculum frameworks and the school district's curriculum guide.

Add the following language:

Within three work days of a request from the principal, each bargaining unit member with PTS will be required to demonstrate to their principal evidence of the teacher's lesson plans that reflects the member's daily instruction consistent with the state curriculum frameworks and the school district's curriculum guide. Within three work days of receipt of lesson plans, the educator will receive timely constructive feedback that encourages teacher growth and planning.

K. Home/School Communication

Add the following paragraph

Teachers will post class attendance each day. For teachers in grades 6-12, all efforts will be made to post grades weekly in X2 or another electronic informative portal utilized by the Somerville Public Schools to inform students, parents/guardians and administrators of daily attendance and academic progress. During the 2018-2019 school year, the Committee will provide voluntary training for staff, students and parent/guardians in the use of X2 (Aspen) or, in future years training for whichever record keeping program the district uses.

Add new section L

L . For the 2019-2020 school year, after consultation with the STA, the Committee may endeavor to provide five (5) days per week programming for students in the ECIP.

6. ARTICLE VII CLASS SIZE-Not in Contract

The parties recognize that an enrollment study is in the process of being planned that will review, among other aspects, class size and demographics and the STA will participate.

7. ARTICLE IX:TEACHER EMPLOYMENT

Amend as follows:

B Reduction in Force: *If a reduction-in-force becomes necessary, members of the unit shall be laid off in the following manner:*

1. Whenever possible, attrition will be utilized before layoffs. Subsequent to any attrition, the district will solicit volunteers.

2. a. Pursuant MGL, c.71, section 42, nothing in this section shall affect the right of the superintendent to lay off teachers pursuant to a reduction in force or reorganization resulting from a declining enrollment or other budgetary reductions.

b. No teacher with professional status shall be laid off pursuant to these reasons if there is a teacher without such status for whose position the affected teacher with such status is certified at the time of the layoff, or if there is a less qualified teacher holding the same or similar position for which the senior teacher is certified at the time of the layoff.

c. There are two factors to be used in determining qualifications. One will be overall ratings resulting from a comprehensive evaluation conducted pursuant to section 38 of MGL, c.71 and the second will be the best interests of the pupils in the school or district. In comparing the relative ability of staff based on evaluation, no distinction shall be made between teachers when the overall performance ratings established by the DESE are determined to be proficient or exemplary. 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.

The best interest of the students shall be considered equal unless there is written finalized discipline, at the level of suspension, related to classroom conduct over the previous 3 years.

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.

3. Seniority: no change
4. Definition of seniority: no change

8. ARTICLE XV PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Add a new section (L) as follows:

L. Pathway to increased licensure-administrative licensure.

The parties agree to establish a Joint Study Committee, consisting of four (4) representatives of the Association and four (4) representatives of the School Committee to make a joint recommendation to the School Committee concerning development of a pathway to administrative licensure or additional licenses. The Committee will include in it's study , an assessment of advancement opportunities in the Somerville Public Schools as well as development of a career ladder. The Joint Study Committee will complete its work prior to June, 2019 and will submit its joint recommendations to the parties' respective bargaining teams for negotiations and ratification by January 1, 2020.

9. ARTICLE XIX, SICK LEAVE

Amend Art. XIX (F) (2) as follows:

F. Teachers may use up to *ten (10) five (5)* days per year to be deducted from their sick leave days for the purpose of arranging care for a member of the immediate family

suffering from a catastrophic illness or for family illness *or newborn care with doctors' note.*

10. ARTICLE XXI EXTENDED LEAVES OF ABSENCE

Amend Art XXI (D) (2) as follows

2. Paternity leave Newborn Care Leave shall be granted to a ~~male teacher~~ Unit Member as follows: A ~~male teacher~~ Unit member may take up to ten (10) days of ~~paternity~~ leave within 4 months from the date of the birth of his/her child, to be deducted from accumulated sick leave under Article XIX, Sick Leave, of this Agreement. Notice of this leave will be provided no later than 3 weeks prior to the leave except in extraordinary circumstances.

11. ARTICLE XXIV INSURANCE AND ANNUITY PLAN

Amend Article XXIV as follows:

Add a section D

D. Beginning in September 2018, The School Committee will provide an EAP for unit members.

12. Article XLII-Add a new paragraph C

The School Committee will prioritize the implementation of initiatives by endeavoring to be deliberate in the pursuit of new grant based initiatives pursued for the 2018-2019 and 2019-2020 school years, and engage the Association in decision making.



13. Article XLII- General- Add the following

The Association and Committee will convene a task force to study the use of licensure an multiple certifications. This study will include a discussion with respect to compensation for educators who hold multiple licenses and will report to their respective constituencies the results of their study.



14 . APPENDIX A - See attached

Appendix B

The parties' agree to incorporate the final recommended changes from the Joint Study Committee for Appendix B that will re-categorize certain stipendiary positions. The parties

agree that those positions in schedule B shall be increased by 2.5% for the 2018-19 and 2019-20 school years and 2.75% in the 2020-21 school year.

Appendix C

The parties' agree to incorporate the changes to the categories in Appendix C from the Joint Study Committee. The parties agree that those positions in schedule C shall be increased by 2.5% for the 2018-19 and 2019-20 school years and 2.75% in the 2020-21 school year.

15. APPENDIX D EDUCATOR EVALUATION INSTRUMENT AND PROCEDURES

Amend as follows:

Post –observation conference: Add the following on Page 89 of current agreement

11 (a) (iv) Within five school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. The timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four hours if possible. During the post observation conference the parties will discuss the observation and may, if applicable, review any of the information set forth in Section 11 (b) (i) (b).



16. APPENDIX E SOMERVILLE HIGH SCHOOL SCHEDULE

Add the following:

The parties agree that the high school schedule will be amended to reduce the total number of advisories by 50% and replace the advisories with X block, assemblies or release time.

SOMERVILLE SCHOOL COMMITTEE SOMERVILLE TEACHERS' ASSOCIATION

Date: _____

Date: _____