WORCESTER PUBLIC SCHOOLS



HELEN A. FRIEL, Ed.D.
ASSISTANT TO THE SUPERINTENDENT/
CLERK OF THE SCHOOL COMMITTEE

DR. JOHN E. DURKIN ADMINISTRATION BUILDING 20 IRVING STREET WORCESTER, MA 01609-2493 (508) 799-3032 or 799-3096 FAX (508) 799-3190

TO:

Ms. Boulais

FROM:

Helen A. Friel H. Fuel

DATE:

June 26, 2018

At the School Committee Meeting that was held on Thursday, June 21, 2018, the following item was discussed:

It was move to ratify and approve the terms of the Memorandum of Agreement between the School Committee and the EAW, E.S.L. Tutors, signed June 21, 2018, for a collective bargaining agreement between the School Committee and the EAW, E.S.L Tutors, for the term of January 1, 2016 through August 31, 2017.

It was move to ratify and approve the terms of the Memorandum of Agreement between the School Committee and the EAW, E.S.L. Tutors, signed June 21, 2018, for a collective bargaining agreement between the School Committee and the EAW, E.S.L. Tutors, for the term of September 1, 2017 through August 31, 2020.

On a roll call of 7-0, the motion was approved.

Attached please find a copy of the fully executed Memorandum of Agreement.

If you have any questions, please feel free to contact this office.

HAF/cmm Enc.

cc: Superintendent Binienda Mr. Brophy

Memorandum of Agreement

between

Worcester School Committee (the "School Committee") or "Committee") and

Educational Association of Worcester for and on behalf of the E.S.L. Tutors (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 December 31, 2015. This Memorandum shall not be binding until ratified by the School Committee and ratified by the membership of the Association. 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 agreement between the Parties covering the period from January 1, 2013 - December 31, 2015, as memorialized in the Memorandum of Agreement for that period, shall remain in effect with the following amendments:

1. ARTICLE VI LEAVES OF ABSENCE. Paragraph A(1). Effective with the start of the 2018/2019 school year:

Add the phrase "or Memorial Week for people of the Jewish faith" after "five (5) consecutive days..." in the first sentence.

Also, add "domestic partner", "step-mother", "step-father", "son-in-law", "daughter-inlaw", "grandparents" and "grandchild" to the list of covered relationships eligible for the five days leave in the first sentence.

Revise fourth sentence to read: "Such five (5) consecutive days include vacation periods."

Revise fifth sentience to read: "Saturdays, Sundays and Holidays are specifically excluded and shall not be counted."

- 2. ARTICLE VI LEAVES OF ABSENCE. Paragraph A(5). Effective with the start of the 2018/2019 school year, replace this paragraph with the following language:
 - "(a) Three days personal leave without loss of pay for personal reasons without the requirement to submit any reason shall be granted. Personal reasons shall include but not be limited to the following:
 - 1. Emergency, serious illness or injury in the family
 - 2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

- (b) In the event of the personal day being immediately prior to and/or following a holiday or vacation period, a request with reason will be offered to the principal or supervisor. Personal reasons shall be limited to the following:
 - 1. Emergency, serious illness or injury to the employee or in the family of the employee.
 - 2. Attendance at graduations, ordinations, weddings, confirmations or funerals of close friends requiring a full day's attendance.

The principal or supervisor shall not unreasonably withhold the personal day as outlined in b. Abuse of the provisions of these paragraphs shall be cause for disciplinary actions."

- 3. ARTICLE VII WORK YEAR AND HOURS. Paragraph D. Effective with the start of the 2018/2019 school year, change "eight (8)" to "twelve (12)".
- 4. ARTICLE VII WORK YEAR AND HOURS. Paragraph E. Replace first paragraph with the following language: "Effective with the start of the 2018/2019 school year, Tutors shall be required to attend a total of six hours of meeting time per school year, which shall include the first faculty meeting in September. The schedule for the remaining meetings following the first faculty meeting in September shall be developed and shared with the Tutors by September 30th of each school year. The Principal or other Administrator shall have flexibility as to the duration of each meeting up to a maximum of ninety (90) minutes and subject to the aggregate limit of six (6) hours per year. The meetings will be held after the E.S.L. Tutors complete their regularly scheduled work day. The purpose of such meetings, in addition to traditional uses of such meetings, may include providing in-service training to the Tutors on issues relating to policies, procedures and curriculum. Compensation for these six hours of meetings shall be at the Tutor's applicable hourly rate."

Also, effective with the start of the 2018/2019 school year, in second paragraph, second line, delete "(unpaid)" and revise last sentence to read. "Tutors will be paid for this orientation and training at their regular hourly rate."

- 5. ARTICLE VIII GENERAL. Paragraph J. Include language to reflect that 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 a maximum not to exceed \$500/\$1,000 effective July 1, 2018.
 - (b) Effective July 1, 2018, or as soon as practicable thereafter, prescription drug copays 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 July 1, 2018, or as soon as practicable thereafter, increase the co-pays for PCP office visits for all tiers by \$5.00.
- (d) Effective July 1, 2018, 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 July 1, 2018, or as soon as practicable thereafter, increase the ER copay to \$150.00 per visit.
- (f) Effective July 1, 2018, 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 July 1, 2018, 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]).

- 6. ARTICLE X SALARY and SALARY SCALES. The Parties have agreed to the following increases to all steps on the salary scales:
 - a. Two Percent (2%) effective retroactive to September 1, 2016;
 - b. Two Percent (2%) effective retroactive to the first day of the 2017/2018 school year;
 - c. Two Percent (2%) effective on first day of 2018/2019 school year; and
 - d. Two Percent (2%) effective on first day of 2019/2020 school year.
- ARTICLE XI EVALUATIONS. Replace Attachment B with newly agreed Evaluation Instrument and related documents, attached hereto.

- 8. ARTICLE XIII DURATION OF AGREEMENT. This composite contemplates the parties entering into two collective bargaining agreements covering the period of January 1, 2016 through August 31, 2020. The first agreement shall be effective from January 1, 2016 through August 31, 2017. The second agreement shall be effective from September 1, 2017 through August 31, 2020.
- 9. 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.
- 10. This Agreement is subject to ratification by the Association and ratification and funding by the School Committee.

For the Association:	For the School Committee:
Mark Baranoff	Molsomos
Jarne Packardo	Diama Biancheria
/ Joanna Voyratzu	Damles Compacted
Carol a. Gribbone	John Monfredo
	klan tell
	1/2/2
	Brian a O Connell
Dated: 6/21/18	Dated:

WORCESTER PUBLIC SCHOOLS

ESL TUTORS - Represented Employees

يد
ė
ž
7
Per
ours
9
I
Z.
19.5
- (3

3rd Year Increment will be processed after completion of 2 years

		# # # # # # # # # # # # # # # # # # #

E.S.L. Tutor Evaluation

Name:		Author:				
School:		Date:				
Complete E.S.L. Tutor evaluation ।						
Rationale, evidence and feedback	on areas of strength and	d opportunities for growth:				
Signature of						
Evaluator	Title	Date				
Evaluatol		 : :				
Comments by Tutor:						
		D-1-				
Signature of Tutor						
Signature of the tutor indicates ac		evaluation; it does not necessa	arny			
denote agreement with the conter	nts of the evaluation.					

			, ,
			100
			32

Unsatisfactory	Demonstrates limited knowledge of meeting the needs of LEP students and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills.	Demonstrates little or no knowledge of the developmental levels of students or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to develop oral and written English.	Administers only the assessments required by the school and/or measures ony point-in-time student achievement.
Needs Improvement	Demonstrates factual knowledge of meeting the linguistic needs of LEP students and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills.	Demonstrates knowledge of the developmental levels of identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward the development of oral and written English.	May administer some informal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.
Proficient	Demonstrates sound knowledge and understanding of meeting the needs of LEP students and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills.	Demonstrates knowledge of the developmental levels of students and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward development of oral and written English.	Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.
Exemplary	Demonstrates expertise of meeting the linguistic needs of LEP students and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills. Is able to model this element.	Demonstrates expert knowledge of the developmental levels of students and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward the development of oral and written English. Is able to model this element.	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
Element	Meeting the Linguistic Needs of LEP Students Knowledge	Facilitating the Development of Oral and Written English	Assess Student Progress

	1		
Unsatisfactory	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses limited and/or inappropriate practices to accommodate differences.	Maintains a physical environment that is unsafe or does not support student learning Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behaviors that interfere with students' learning.
Needs Improvement	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.
Proficient	Conistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those students with disabilites and English learners.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.
Exemplary	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work. Is able to model this element.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role-individually and collectively-in preventing behaviors that interfere with learning. Is able to model this element.
Element	Student Engagement	Meeting Diverse Needs	Safe Learning Enviornment

E.S.L. Tutor Evaluation Rubric

Unsatisfactory	Rarely adapts instruction, materials and assessments to make challenging material accessible to all students.	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	Rarely and/or ineffectively collaborates with colleagues.
Needs Improvement	Occasionally adapts instruction, materials, and assesments to make challenging materials accessible to all students.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Does not conistently collaborate with colleagues.
Proficient	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Consistently and effectively collaborates with colleagues.
Exemplary	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture and values. Is able to model this element.	Supports colleagues to collaborate. Is able to model this element.
Element	Access to Knowledge Adaptations	Culturally Proficient Communication	Professional Collaboration

E.S.L. Tutor Evaluation Rubric

Unsatisfactory	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.
Needs Improvement	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.
Proficient	Demonstrates sound judgment reflecting integrity, honesty, faimess, and trustworthiness and protects student confidentiality appropriately.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.
Exemplary	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.	Consistently fullfills all professional reponsibilities to high standards. Is able to model this element.
Element	Judgment	Reliability & Responsibility

. .

Health and Dental Insurance Rates (*) Effective July 1, 2018



[C]

	Monthly	City Share	Monthly	Monthly	Weekly	Bi-Weekly	Semi Monthly	COBRA
	Premium	%	City Share	Employee Share	Deduction	Deduction	Deduction	RATES
				4				
BCBS Blue Care Elect P	referred (PPC	D) - For out o	of New Engla	nd members only				
Individual	\$893.27	75%	\$669.95	\$223.32	\$51.53	\$103.07	\$111.66	\$911.14
Family	\$2,309.69	75%	\$1,732.27	\$577.42	\$133.25	\$266.50	\$288.71	\$2,355.88
BCBS Network Blue Nev	w England							
Individual	\$791.40	75%	\$593.55	\$197.85	\$45.66	\$91.32	\$98.93	\$807.23
Family	\$2,046.05	75%	\$1,534.54	\$511.51	\$118.04	\$236.08	\$255.76	\$2,086.97
City of Worcester - DIRE	ECT - HMO							
Individual	\$542.89	75%	\$407.17	\$135.72	\$31.32	\$62.64	\$67.86	\$553.75
Family	\$1,363.80	75%	\$1,022.85	\$340.95	\$78.68	\$157.36	\$170.48	\$1,391.08
City of Worcester Advar	ntage - HMO							
Individual	\$670.47	75%	\$502.85	\$167.62	\$38.68	\$77.36	\$83.81	\$683.88
Family	\$1,664.64	75%	\$1,248.48	\$416.16	\$96.04	\$192.07	\$208.08	\$1,697.93
City Advantage Qualifie	d HDHP with	HSA						
Individual	\$536.37	75%	\$402.28	\$134.09	\$30.94	\$61.89	\$67.05	\$547.10
Family	1331.71	75%	\$998.78	\$332.93	\$76.83	\$153.66	\$166.46	\$1,358.34
Altus Dental	High Option							
Employee/Retiree	\$42.66	0%	0	\$42.6 6	\$9.84	\$19.69	\$21.33	\$ 43.51
Two Person	\$85.31	0%	0	\$85.31	\$19.69	\$39.37	\$42.66	\$87.02
Family	\$127.87	0%	0	\$127.87	\$29.51	\$59.02	\$63.94	\$130.43
Altus Dental	Low Option							
Employee/Retiree	\$37.36	0%	0	\$37.36	\$8.62	\$17.24	\$18.68	\$38.11
Two Person	\$74.71	0%	0	\$74.71	\$17.24	\$34.48	\$37.36	\$76.20
Family	\$108.02	0%	0	\$108.02	\$24.93	\$49.86	\$54.01	\$110.18
ONLY Retirees can have	a 2-Person	Dental Plan						
UnitedHealthcare Vision	1							
Employee/Retiree	\$5.36	0%	0	\$5.36	\$1.24	\$2.47	\$2.68	\$5.47
Employ/Ret & Dependen	\$10.72	0%	0	\$10.72	\$2.47	\$4.95	\$5.36	\$10.93
Family	\$16.08	0%	0	\$16.08	\$3.71	\$7.42	\$8.04	\$16.40

(*Listed premiums, plan designs, and contribution rates are subject to changes due to Collective Bargaining or by the authority of the City Manager when applicable.)

THE FOLLOWING GROUPS ARE COVERED UNDER THIS PLAN:

•				
SCHOOL NURSES (2)	BUS DRIVERS (3)	UNIT D TECHS (4)	COTAS (6)	BUS MONITORS (7)
SCHOOL NUTRITION (A)	WORCESTER CLERK'S (B)	DPW CLERKS (C)	PLUMBERS/STEAM (D)	FIREFIGHTERS (E)
EXEC MGMT (F)	WPOA DEPUTIES (FN)	SCHOOL ADMIN (G)	INSTRUC ASST (I)	TEACHERS (J)
NAGE (L)	CUSTODIANS (P)	WPS NON REP (Q)	52 WK ADMIN SEC (R)	LT SUB\$ (S)
EDUC SEC (T)	TEAMSTERS (W)	NON REP CITY (X)	ALL RETIREES & SURV SP	

NEW PLAN - NEW SETTLED BENEFIT SUMMARY - [C] **JULY 1, 2018**

			JULT 1, 20					
Benefit	CITY OF WORCESTER DIRECT	CITY OF WORCESTER ADVANTAGE		BCBS NETWORK BLUE NEW ENGLAND		BCBS BLUE CARE ELECT PREFERRED Those Residing out of New England only		
		Tier 1 Tier 2				l- NI		
Deductible	\$400 ind/\$800 Pam	\$500 Ind/\$1,000 Fam		\$500	Ind/\$1,000	Fam	In Network	Out of Network /S1,000 Fam
Out of Pocket Maximum	\$5,000 lnd/\$10,000 Fam - Med \$2,000 lnd/\$4,000 Fam - Rx	\$5,000 Ind/\$10,000 Fam Med \$2,000 Ind/\$4,000 Fam Rx			d/S10,000 Fi Ind/\$4,000 F		\$5,000 ind/\$10,000 Fam – Med \$2,000 ind/\$4,000 Fam - Rx	
Wellness Visit	SO	\$0		\$0		so	20% co-insurance	
PCP Office Visit	S20	\$20	\$25	T1: \$20	T2: \$30	T3: \$40	\$40	20 % co-insurance
Specialist Visit	\$35	\$40	\$50		\$50		\$50	20% co-insurance after deductible
Prescriptions	Retail = \$10/530/\$60 30-Day Supply **Mail-away =\$25/\$75/\$180 90-Day Supply	Retail = \$10/\$30/\$60 30-Day \$uppiy **Mail-away =\$25/\$75/\$180 90-Day \$uppiy		30 **Mail-a	il = \$10/\$30/ -Day Suppl way =\$25/\$ -Day Suppl	y 75/\$180	30-Da **Mail-away	\$10/\$30/\$60 y Supply =\$25/\$75/\$180 y Supply
Inpatient Hospital	S275 after deductible	\$275 after deductible	\$750 after deductible		T1: \$275 5500 T3: \$1 ter deductibl	,	10% co-insurance after deductible	30% co-insurance after deductible
Outpatient Surgery	\$250 after deductible	\$250 after deductible	\$500 after deductible	T2: Ambulato	day care fact T1: \$250 \$250 T3: \$7 ory surgical if \$250 or deductible	750 facility -	Office setting \$50 Ambulatory surgical facility \$500 per admits after deductible	20% co-insurance after deductible
Diagnostic Services Lab, X-ray, etc.	Covered in full after deductible	Covered in full after deductible		Covered in full after deductible		10% co-insurance after deductible	30% co-insurance	
CT scans, MRIs, PET scans Hospital Setting	S50 (non-hospital setting) or S100 (hospital setting) for MRIs, PET, and CT scans after deductible	S50 (non-hospital setting) or S100 (hospital setting) for MRIs, PET, and CT scans after deductible		T1: \$100 T2: \$100 T3: \$500 after deductible		10% co-insurance after deductible	30% co-insurance after deductible	
Short-term Rehab: Outpatient, OT, PT	\$20 co-pay 60 visits per plan year after deductible	\$25 co-pay 60 visits per plan year after deductible		\$50 co-pay 60 visits per CY		\$50 co-pay 100 visits per CY no deductible	20% co-insurance 100 visits per CY after deductible	
Skilled Nursing	Covered in full Up to 100 days per plan year after deductible	Covered in full Up to 100 days per plan year after deductible		Covered in full Up to 100 days per CY		10% co-insurance Up to 100 days per CY after deductible	30% co-insurance Up to 100 days per CY after deductible	
Chiropractor	S20 co-pay 12 visits per plan year	\$25 co-pay 12 visits per plan year		550 со-рау		S50 co-pay	20% co-insurance after deductible	
Outpationt Mental Health	\$20 co-pay	S20 co-pay		\$20 co-pay		\$40 co-pay	20% co-insurance	
Durable Medical Equipment (wheelchairs, crutches, etc.)	20% co-insurance after deductible	20% co-insurance after deductible		20% co-insurance		c	20% co-insurance	40% co-insurance after deductible
ER Visit - Waived if Admitted	\$150	\$150		\$150		\$150	\$150	
Ambulance	Covered in full if medically necessary or when ordered by a physician after deductible	Covered in full if medically necessary or when ordered by a physician after deductible		necessary o	Covered in full if medically ecessary or when ordered by a physician no deductible		Emergency: 10% co- insurance - no deductible. Medically necessary: 10% co-insurance after deductible	Emergency:10% co- insurance - no deductibl Medically necessary; 30% co-insurance after deductible
PREMIUM RATES Mo. Prem. Indiv/Fam	\$542.89 Ind/\$1,363.80 Fam	\$670.47 Ind/\$1,664.64 Fam		\$791.40 [nd/\$2,046.0	5 Fam	\$893.27 Ind/\$2,309.69 Fam	
Employee Weekly Cost	Ind: \$31.32 Fam: \$78.68	Ind: \$38.68 Fam: \$96.04			nd: \$45,66 m: \$118,04		Ind: \$51.53 Fam: \$133.25	
Monthly Cost	Ind: \$135.72 Fam: \$340.95	Ind: \$167.62 Fam: \$416.16			d: \$197.85 m: \$511.51		Ind: \$223.32 Fam: \$577.42	

^{*}This is a brief summary of some of the benefits offered. Additional details can be found in the complete plan descriptions.
**Mandatory mail-away for maintenance drugs, or 90-day at retail for maintenance drugs; however, only allowed at CVS pharmacies.