

Expanded Learning Time

MEMORANDUM OF AGREEMENT

between the
Fitchburg School Committee
and the
Fitchburg Education Association

This Agreement is entered into between the *Fitchburg Education Association* (“the Association”) and the *Fitchburg School Committee* (“the Committee”) and constitutes an amendment to the applicable collective bargaining agreements of Unit A to the extent provided herein:

That, for the 2016-2017 school year, the following terms and conditions shall be enforced for the purpose of continuing the Expanded Learning Time (“ELT”) initiative.

WHEREAS, the Committee and Unit A (teachers) have entered into a collective bargaining agreement (“CBA”) for the period July 1, 2015 through June 30, 2018;

WHEREAS, the Committee and Association have, pursuant to MGL c. 150E, met in an effort to negotiate the terms and conditions of ELT continuation;

NOW THEREFORE, in consideration of mutual covenants and promises, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments

The terms and conditions set forth in the CBA shall remain in full force and effect, except as amended by this agreement

2. Duration

- a. This agreement is contingent upon anticipated grant funding received from the Department of Elementary and Secondary Education (DESE). In the event that this funding is eliminated, this agreement shall be immediately dissolved. In the event that funding is decreased or increased, this agreement shall be renegotiated within 30 days of notification by the DESE; otherwise, this agreement is dissolved.
- b. This agreement shall expire at the conclusion of the 2016-2017 school year, or at such time as a successor agreement is reached in order to continue the ELT initiative. All provisions of this agreement remain in effect until a successor agreement is reached.

3. Creation of an ELT School MOA

- a. Any school must have majority approval of the members of Unit A who are in attendance for the vote, and who are currently assigned to the respective building in order to create a program that implements the ELT.
- b. Staff, who are assigned to multiple buildings, shall be considered a member of said school for the purpose of voting under this provision if s/he spends at least 50% of his/her time assigned to said school, or if said member’s working conditions would likely change as a result of the ELT.

4. Listing Vacancies

- a. Postings of vacant and newly created positions will be according to the Collective Bargaining Agreement.

5. Third-Party/Community Providers

- a. It is understood and agreed that the building principal may select third-party providers for only those positions that are not recognized in any FEA bargaining unit.
- b. It is further understood and agreed that third-party providers shall not accrue seniority in the school district.

6. Transfer Requests

- a. Request for a transfer must be made by April 1st.
- b. Such transfer request shall include the grade and/or subject assignment to which the teacher desires to be assigned or the school to which the teacher wishes to be transferred.
- c. Current ELT teachers with an overall evaluation rating of proficient or exemplary will be given priority and automatically granted interviews for open positions at non-ELT schools in which they are currently certified. Teachers must apply through the appropriate process for posted positions.
- d. As soon as practicable, and normally not later than August, 1st, the Superintendent shall notify said teachers of the disposition of their request.
- e. The teacher may request a meeting with the Superintendent and the Superintendent will hold such meeting. The wishes of the individual teacher will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor as decided by the Superintendent.
- f. The Superintendent's decision will be final.

7. Requests to "Opt Out" of ELT

- a. "Opt Out" requests may only be made by teachers with professional status.
- b. Teachers may only "Opt Out" of the ELT/Enrichment activity (see Section 9.d.)
- c. If the number of "Opt Out" requests exceeds the number of staff to maintain a 15:1 ratio in all ELT/Enrichment activities, requests will be granted in the following order:
 - 1. Number of years teaching at a Fitchburg Public School System school prior to that same school officially adopting and operating under the state's Expanded Learning Time Initiative.
 - 2. Number of years teaching in a Fitchburg Public School System ELT school.
 - 3. Number of years teaching in the Fitchburg Public School System.
 - 4. Teachers who exercised the "Opt Out" option in the previous school year shall be given preference over those who did not.
- d. Annually, a posting for ELT Activity Providers will be developed to invite teachers from across the district to participate in Longsjo's ELT/Enrichment Activities at the following rate and time:
 - 1. 5% of Base Salary - NTE \$4,000 for Full Year (90 days) or \$2,000 for Semester (45 days)
 - 2. Enrichment providers will commit to full or half-year stipends, and will provide approved ELT/Enrichment Activities on all "odd" days based on Longsjo's posted School calendar from 2:25 to 3:36.
- e. The building principal shall notify teachers of the disposition of their requests no later than June 1st.

8. School Day

- a. The school day will be 7:45AM-3:36PM for 169 days, with 11 early student release days scheduled from 7:45AM-12:22PM. Staff will attend professional development from 12:50PM to 2:20PM on 10 of those early release days.
- b. The teacher workday will include the student day and the required before and after school time as per the CBA, as well as the aforementioned professional development time on student early release days.

9. Compensation

- a. It is understood and agreed that all Unit A members, who are assigned to an ELT school, will offer and/or support an ELT/Enrichment activity unless their “Opt Out” request has been granted (see Section 7).
- b. It is understood and agreed that all Unit A members, who are assigned to an ELT school for 50% or more of their assigned time, shall be compensated above their normal rate according to the formula below. This will be prorated appropriately for staff assigned to multiple schools based on the percentage of time assigned to an ELT school.
- c. Compensation will be 15.5% for full-time participation in an ELT school.
- d. Compensation for teachers, who opt out of the ELT/Enrichment activity, will be 10.5%.

10. Teacher Preparation Time

- a. In addition to the preparation time granted under the CBA (450 minutes over a ten day period), teachers in ELT schools will receive additional, non-instructional preparation time in proportion to the increase in the length of the school day - 27.7% increase or 575 minutes total preparation time.

11. Common Planning Time

Common Planning Time (CPT) and Individual Team Time (ITT) are separate and distinct from teacher preparation time. CPT and ITT for teachers in an ELT school will be 110 minutes over a 6-day cycle (75 minutes per cycle for CPT and 35 minutes per cycle for ITT.)

12. Faculty Meetings

All Faculty Meetings will be embedded during the regular teacher work day. If there is a need for an occasional additional meeting after the school day, the meeting agenda and a 48 hour notice will be given to staff. Attendance at any after school meetings will be voluntary.

13. Substitute Teachers

To the greatest degree possible, substitutes will be provided for all teachers including special education, Title 1, and ESL teachers.

14. Disputes

- a. The parties agree that every reasonable attempt will be made to resolve disputes arising from this agreement in good faith at the lowest possible level prior to filing a grievance pursuant to the applicable provisions of the CBA.
- b. The parties agree that there shall be an intervention process that can be initiated under mutually agreed upon conditions. The Superintendent and/or the school administration and/or the Association's Executive Board shall have the power to initiate an intervention process.

15. Inclusion of this Memorandum

- a. This agreement shall be part of the Unit A CBA.
- b. Any CBA printed from this date forward shall include this agreement.
- c. Negotiations for a successor agreement will commence no later than March 1, 2017.

16. Ratification

This memorandum is subject to acceptance by the School Committee and ratification by the Association.

WHEREFORE, the Committee and the Association have caused this Memorandum of Agreement to be executed by their duly-authorized representatives this _____ day of _____ 2016.

For the Association:

Adam Cordio, President

Date _____

For the Committee:

School Committee

Date _____