

## MEMORANDUM OF AGREEMENT

**WHEREAS**, the Westfield Public Schools (hereinafter referred to as “Westfield”) and the Westfield Education Association (hereinafter referred to as “WEA”) desire to clarify how individual teachers who will be retiring from the Westfield Public Schools in the near future negotiated in the last round of negotiations between the parties, and;

**WHEREAS**, the parties wish to give these individuals fair treatment due to the dramatic change in the terms and conditions of the collective bargaining agreement;

**NOW THEREFORE**, the parties hereby agree to the following terms, conditions, and understandings:


1. Unit members who retired before March 1, 2016, shall not be effected by either the moratorium or extended severance: those people shall be entitled to one third (1/3) severance payment in FY 16, 1/3 in FY 17, and 1/3 in FY 18.
  
2. Individuals who notify the District that s/he will be retiring within the next four (4), who give irrevocable notification by August 25, 2016, and who will have at least 20 years of MTRS creditable service (vocational teachers 15 or more years) when they retire (as opposed to when notification is given) shall receive his/her severance payment as follows:
  - i. Retiring in two (2) years, on or before June 30, 2018, will receive 100% of severance due.
  - ii. Retiring in three (3) years, on or before June 30, 2019, will receive 75% of severance due.
  - iii. Retiring in four (4) years, on or before June 30, 2020, will receive 50% of severance due.

These individuals shall receive payments in 1/5 increments over five (5) years beginning in the last paycheck of the year the individual retires.

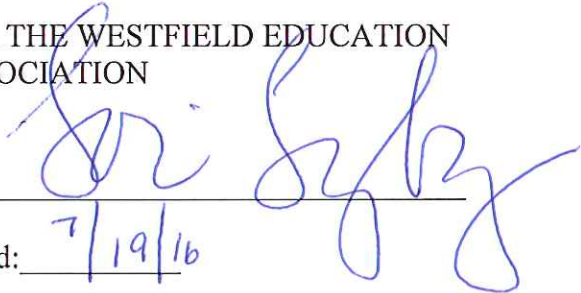
3. These individuals subject to retirement pursuant to paragraph 2 of this agreement shall continue on the longevity plan in place during the 2015-2016 school year and not be reduced in pay or other benefits. The parties understand retirement dates may change, but severance payout is subject to the limitation of Paragraph 2, supra. The parties understand a unit member submitting for retirement pursuant to Paragraph 2 above irrevocably waive retroactive access to the longevity scale adopted on July 1, 2016.
  
4. Individuals who retire on or after July 1, 2016, but before August 25, 2016, who gave advance notice of an intent to retire compliant with the Unit A advance notice requirements, and have 20 years of both MTRS and WPS service, shall receive a severance payment over three (3) years, with one third (1/3) payment in FY 17, 1/3 payment in FY 18, and 1/3 payment in FY 19.
  
5. The parties understand the District may pay severance out in advance of the 1/3<sup>rd</sup> or 1/5<sup>th</sup> based on availability of funds. Nothing under this agreement shall compel payment of severance payments in advance

6. This Memorandum of Agreement is only intended to address the issues connected with the teachers who plan on retiring from Westfield in the timeframe described above and is not designed to, or otherwise alter the terms and conditions of the Collective Bargaining Agreement. This Memorandum of Agreement shall not set practice or precedent on either party.

FOR THE WESTFIELD PUBLIC  
SCHOOLS

  
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Dated: 7-21-16

FOR THE WESTFIELD EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
Dated: 7/19/16