

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NEW BEDFORD SCHOOL COMMITTEE

AND  
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – UNIT A

MARCH 16, 2016

WHEREAS, Hayden McFadden Elementary School (“HMES”) has been designated a Level 4 school by the Commissioner of Education for the Commonwealth of Massachusetts;

WHEREAS, the New Bedford School Committee (“Committee”) and the New Bedford Educators Association, Inc. – Unit A (“Association”) have negotiated changes in terms and conditions of employment for employees represented by the Association at HMES as a result of such Level 4 school designation;

NOW THEREFORE, the Committee and the Association collectively referred to as the “parties”, hereby agree as follows:

1. The Collective Bargaining Agreement between the Committee and the Association shall be modified only as specifically provided herein and such modification shall apply to employees and positions at Hayden-McFadden Elementary School. Current contract language prevails unless otherwise amended in this MOA.
2. Work Year and Work Day for Professional Employees in Hayden-McFadden Elementary School
  - A. Teacher Work Day: Effective with the start of the 2016-2017 work year, the work day for full-time professional employees at Hayden-McFadden Elementary School shall be eight (8) hours and thirty (30) minutes except as otherwise provided in this MOA. Professional employees will commence work 30 minutes prior to the start of the student day except as otherwise provided in this MOA. This thirty (30) minutes is included in the eight (8) hour and thirty (30) minute teacher work day. The Teacher day when students are present shall be 7:30 AM-4:00 PM. 7:30-7:45 will be duty free time for teachers. Students may have breakfast in classrooms with teacher supervision. Teachers will engage students in morning activities/exercises and monitor and assist with student breakfast from 7:45 a.m. to 8:00 a.m. Starting at 3:45 PM teachers will be engaged in duties with students.

Specialists such as art, music, physical education teachers as well as student support services personnel included but not limited to, nurses, school adjustment counselors, speech and language therapists, OT, PT, special education facilitators, may be assigned a staggered start and end times to their work day provided the employees starting time is within in the hour of

the regular start time and the time is continuous. Any staggered start and end time schedule will be announced to impacted staff at the start of the school year and will remain in effect for the remainder of that school year.

- B. Student Instructional Day: Effective with the start of the 2016-2017 school year, the instructional (student) day at Hayden-McFadden Elementary School shall be seven (7) hours and forty-five (45) minutes Monday, Tuesday, Wednesday, Thursday and Friday. The student instructional day shall be 8:00 AM-3:45 PM except for the Wednesday before Thanksgiving which will be an early release day.

- C. Teacher Work Year: The work year shall consist of two hundred and eight (208) days, including 190 instructional days for students, and eighteen (18) Professional Development Days/Convocation Day. Professional Development Days may be scheduled on Saturday(s) and/or during one school vacation period. The Professional Development Days/Convocation day include: 15 Hayden-McFadden Professional Development Days and 3 District Professional Development Days/Convocation Day.

The work year shall start fifteen (15) work days prior to the start of the New Bedford Public School District teacher work year. Such fifteen (15) work days shall generally include seven (7) professional development days and eight (8) student instructional days.

The calendar for the teacher work year for the 2017-2018 and 2018-2019 work years will be available on or about May 15<sup>th</sup> prior to the start of the work year.

- D. Preparation Period, Administrative Directed Period: Each professional employee shall be given one period per instructional day of no less than forty-five (45) minutes in length for individual preparation time which includes the time the teachers are with students during transition time to and from specialists. An additional four (4) administrative-directed periods per week will be scheduled by the Principal or designee. Administrative periods shall be used for, but are not limited to, the following: common planning, tutoring students, student help sessions, supervision of students, working with colleagues, professional meetings, professional development, IEP meetings, 504 meetings, mentor meetings, training, parent meetings, data analysis or other duties as assigned by the Principal or designee.

- E. Professional Development: Professional employees at Hayden-McFadden Elementary School shall be required to participate in the district full-day professional development activities as well as the Orientation Day. Additionally, professional employees shall participate in fifteen (15) additional professional development sessions. The work day for all District Professional Development/Orientation days (3) shall be the same length as the rest of the District. The work day for the fifteen (15) Hayden-McFadden Professional Development Days will be seven (7) hours in length inclusive of lunch.



F. Evening Meetings: At Hayden-McFadden, professional employees shall not be required to attend more than three evening meetings per year. The meetings shall not last more than one and one half (1 ½) hours and shall end no later than 8:00 PM. The purpose of such meetings will be open houses, parent information/welcome events, plays, shows, and recreation events for students. An Administrator will be present during Evening Meetings.

3. Compensation: See attached Career Ladder (Exhibit 1)

Appendix A, Schedule A of the Collective Bargaining Agreement will not apply.

4. Opt Out Clause: Employees with Professional Teacher Status (PTS) will have the ability to opt out of their position at Hayden-McFadden Elementary School. Those electing to opt out will be eligible to bid on any Unit A vacancy on or before Friday, April 8, 2016. For the spring 2016 bidding year only, non PTS teachers at Hayden McFadden may apply for other District openings. This provision in no way limits the Superintendent's statutory right to non-renew non PTS teachers.

5. Vacancies and Bumping: Notwithstanding any provision in the parties' collective bargaining agreement or the parties practice to the contrary, vacancies at Hayden-McFadden will be posted electronically on the NBPS website. Generally postings will be in effect for ten (10) days, but in no event less than five (5) school days during the school year before the final date when applications must be submitted. Outside of the school year business days shall apply. The District may simultaneously post such vacancies internally and externally. The employer will consider qualified applicants in Unit A before making a selection. No vacancies or anticipated vacancies at Hayden-McFadden Elementary School shall be placed on any "bid" list. Notwithstanding any provision in the parties' collective bargaining agreement or the parties practice to the contrary, no professional employee outside of Hayden-McFadden elementary School may displace (bump) any employee at Hayden-McFadden Elementary School. Professional employees outside of Hayden-McFadden Elementary School may apply for vacancies at Hayden-McFadden Elementary School. The Principal or designee will make recommendations of hire of all staff for Hayden-McFadden Elementary School with the Superintendent as the final appointing authority.

6. Special Education Teaching Duties: Special Education teachers may be required to chair Special Education Review Meetings in the absence of a Special Education Facilitator.

7. Grievance Procedure: Amend Article 26, Section B4 by replacing "thirty (30) days" with "fifteen (15) days".

8. Teacher Led Professional Development: Professional Development may be created and delivered by Hayden-McFadden employees on a voluntary basis. Each school year the Principal of Hayden-McFadden will invite educators to sign up if they are interested in participating in the creation and delivery of Professional Development for the current School Year. If an educator on the list is selected by the Principal or designee to create and deliver professional development for that school year s/he will receive

a stipend in the amount of \$250.00 per unit for producing and delivering the Professional Development. A Unit of Professional Development is generally five (5) presentation hours.

9. Amend Article 12 E 3

**Administrative Meetings**

Professional Employees shall be required to attend one Administrative Meetings per month. These meetings should begin within a reasonable amount of time following the end of the workday. Such meetings shall not ordinarily last more than one (1) hour. It is anticipated that there will be ten (10) hours of Administrative Meetings per work year as follows:

- ten (10) meetings per work year for Professional Development,

For purposes of this subsection 3 “Administrative Meetings” may be called by the following administrators: the Superintendent, Deputy Superintendents, Assistant Superintendents, Chiefs including Chief Academic Officers, Chief Administrative Officer, Chief of Teaching and Learning, Chief of Operations, Headmaster, Assistant Headmaster, Principals, Assistant Principals, Vice Principals, Coordinators, Department Heads, Supervisors, Managers, Directors, Instructional Leaders, and/or Instructional Content Leaders.

A yearly schedule for monthly Administrative Meetings will be distributed in September of each year. In the event a meeting has to be rescheduled, the administrator must provide 7 calendar days’ notice of the rescheduled date. If a meeting has been rescheduled, the administrator shall not deny reasonable requests to be excused.”

10. Article 12 A 1, 2, 3A (TCT Time): Shall not be applicable

11. Duration: Unless the parties agree otherwise, when the designation of Level 4 expires this MOA shall sunset.

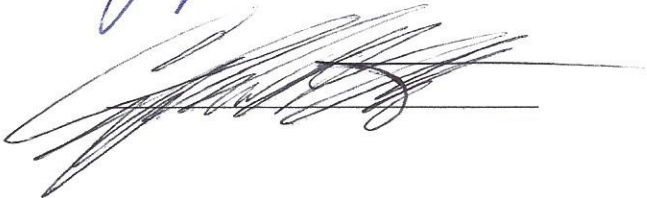
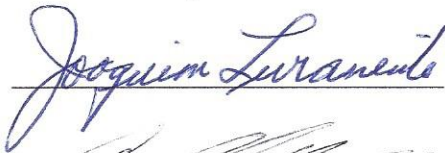
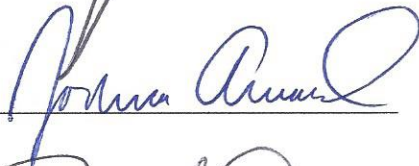
This Memorandum of Agreement is subject to ratification by the Association membership (Unit A) in the Hayden McFadden Elementary School and the approval of the New Bedford School Committee.



New Bedford School Committee Chair



New Bedford Educators Association President



DATE: 4/11/2016

DATE: 4/11/16



## **PROFESSIONAL COMPENSATION SYSTEM**

Effective July 1, 2016, the District and NBEA agree to implement the following new performance-based compensation system which contains a career path and which compensates professional employees based on individual effectiveness, professional growth, and student academic growth. This new system replaces the salary schedule (Appendix A, Schedule A) in the NBEA Unit A collective bargaining agreement for all staff appointed to serve at Hayden-McFadden on or after July 1, 2016.

Basic principles of the plan:

- Provides competitive compensation for teachers
- Rewards teachers for excellent performance and effectiveness
- Provides a career path for teachers to grow professionally without leaving the classroom
- Provides opportunities to reward teachers for their contributions to student growth

The new professional compensation system will be implemented for professional employees in the Hayden-McFadden Elementary School and will include a teacher career ladder containing five tiers—Novice, Developing, Career, Advanced, and Master—that will compensate teachers commensurate with their development and impact on students.

It is envisioned that student outcomes will improve by creating a professional compensation system that will attract new high-potential teachers and retain our best performers and leaders.

## **CAREER LADDER**

### **Definitions:**

**Novice** teachers are typically first-year teachers entering teaching directly from college.

**Developing** teachers are early career educators, typically with one to two years of experience. There are two levels within the Developing tier.

**Career** teachers have been recognized as excellent educators. Career teachers serve as role models to less-experienced educators, and proactively drive their own professional growth.

**Advanced** teachers are outstanding educators who serve as school wide models of excellence. Advanced teachers have at least five years of experience and possess deep expertise in their craft.

**Master** teachers are exceptional educators who serve as school wide and district wide models of excellence. Master teachers have at least five years of experience, possess deep expertise in their craft, and are capable of elevating the practice of already-gifted educators. Master teachers will assume additional roles and responsibilities to support the school's and district's improvement.

### **Transition to the Career Ladder**

Teachers newly hired and assigned to the Hayden-McFadden Elementary School will be placed on one of the levels of the career ladder as determined by the Principal in conjunction with the Superintendent:

**Career Ladder 2016-2017 Salaries**

Novice	\$52,000
Developing Level I	\$55,000
Developing Level II	\$59,000
Career Level I	\$62,000
Career Level II	\$65,500
Career Level III	\$69,000
Career Level IV	\$74,000
Career Level IV Legacy	* \$74,000+
Advanced	\$79,500

**Career Ladder 2017-2018 Salaries**

Novice	\$52,000
Developing Level I	\$55,000
Developing Level II	\$59,000
Career Level I	\$62,000
Career Level II	\$65,500
Career Level III	\$69,000
Career Level IV	\$74,500
Career Level IV Legacy	* \$75,000+
Advanced	\$80,500
Master	\$87,000

**Career Ladder 2018-2019 Salaries**

Novice	\$52,000
Developing Level I	\$55,000
Developing Level II	\$59,000
Career Level I	\$62,000
Career Level II	\$65,500
Career Level III	\$69,000
Career Level IV	\$75,000
Career Level IV Legacy	* \$76,000+
Advanced	\$81,000
Master	\$88,000

**\*Career Legacy Teacher**

Career Legacy Teacher is defined as a teacher whose base salary for the 2015-2016 school year exceeds Career Level IV.

**2016-2017 Work Year**

A Hayden-McFadden Elementary School teacher whose 2015-2016 annual base salary exceeds \$74,000 will be identified as a Career Legacy teacher. A Career Legacy teacher's new annual base salary for the 2016-2017 work year will be the sum of the following components: 1) 2015-2016 annual "step and lane" salary including the \$(7,000) Level 4 stipend, if applicable, 2) an additional \$4000.

**2017-2018 Work Year**

If a Career Legacy Teacher from the 2016-2017 school year remains in Hayden-McFadden for the 2017-2018 work year her/his salary for the 2017-2018 work year will be increased by \$1000.00.

**2018-2019 Work Year**

If such career legacy teacher remains in Hayden-McFadden for the 2018-2019 work year her/his salary for the 2018-2019 work year will be increased by \$1000.00.

## **Advancement on the Career Ladder**

A Novice teacher shall advance to Developing I and a Developing I teacher shall advance to Developing II annually provided that the teacher does not receive an end-of year overall evaluation rating of “unsatisfactory” and provided that such teacher’s employment is renewed.

A Developing II teacher shall advance to Career I and all Career level teachers shall advance a level annually provided that an end-of-year overall evaluation rating of “proficient” or “exemplary” is received, with “proficient” or better ratings on all four standards. It is expected that educator evaluation ratings and student performance data will be major components of the teacher’s evaluation. A teacher with an end-of-year overall rating of “proficient” who has achieved less than “proficient” ratings in the third and fourth standards may still advance to the next level with the recommendation of the building principal.

A teacher may advance on the salary scale more rapidly than described at the recommendation of the Principal.

Novice, Developing, Career, and Advanced teachers who continue in employment at the Hayden-McFadden Elementary School shall not have their salary reduced based on their performance evaluation.

Consistent with the School Turnaround Plan, based on past experience and performance, a newly-hired teacher may be placed above the Novice level at the recommendation of the Principal.

The roles, expectations, and selection criteria for Advanced and Master teachers will be determined by the Principal in conjunction with the Superintendent

A teacher who has attained the status of Career III or a higher level and received “proficient” or “exemplary” overall end-of-year ratings the previous two years can apply to become an Advanced teacher through a cumulative career portfolio, including demonstrated success in attaining specific student growth benchmarks as recommended by the Principal.

A teacher who has attained the status of Career III or a higher level and received “exemplary” overall end-of-year ratings the previous two years can apply to become a Master teacher through a cumulative career portfolio with demonstrated success in attaining specific student growth benchmarks as recommended by the Principal. The portfolio may include 1) student growth data over time; 2) endorsements from peers, parents, students, and administrators; 3) and evidence of effective instruction.

The career ladder will be reviewed and may be adjusted periodically by the Superintendent and in conjunction with the NBEA to reflect market conditions.