

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

THE NEW BEDFORD EDUCATORS ASSOCIATION – UNIT A

JANUARY 15, 2014

WHEREAS, New Bedford High School (“NBHS”) 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 – Unit A (“Association”) have negotiated changes in terms and conditions of employment for employees represented by the Association at NBHS 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 New Bedford High School. Current contract language prevails unless otherwise amended in this MOA.
2. Work Year and Work Day for Professional Employees in New Bedford High School
 - A. Teacher Work Day: Effective with the start of the 2014-2015 work year, the work day for full-time professional employees in the High School shall be 7 hours and 42 minutes except as otherwise provided. Professional employees will arrive at least 10 minutes prior to the start of the student day and may be required to supervise students as students arrive.

Student support services personnel such as guidance, social workers, nurses, behaviorists, SAC, therapist, OT, PT, SEI/ELL may be assigned staggered start and end times to their workday provided the employee’s starting time is within one hour of the regular start time and the time is continuous.
 - B. Student Instructional Day: Effective with the start of the 2014-2015 school year, the instructional (student) day in the High School shall be seven (7) hours and twelve (12) minutes.
 - C. Detention: Professional employees at NBHS may be required to remain in school not longer than thirty (30) minutes after the end of the Teacher work day for specific purposes of detention of students not more than five (5) times per year per Teacher. (Article 12.A.3.C.)

- D. After School TEAM Evaluations: Professional employees who are required to attend TEAM evaluations after the work day (including any after school time as provided in this section) shall be compensated at an hourly rate of thirty-five dollars (\$35.00). (Article 12.A.5)
- E. Wednesday prior to Thanksgiving: On the Wednesday prior to Thanksgiving professional employees shall remain in their assignments fifteen (15) minutes beyond the actual dismissal time of students. (Article 12.A.6)
- F. Final Day of Classes in the School Year: It is agreed that the final day of classes will be a full workday for professional employees but a half-day for students with dismissal time for students being the same as the day before Thanksgiving. (Article 12. A. 7)
- G. High School Schedule and Advisory: The Headmaster shall establish the master schedule, including the length of instructional periods, preparation periods, common planning time and administrative-directed periods as determined by the Headmaster or his/her designee, and professional development. Such schedule is likely to include a seven (7) period day with teachers teaching five (5) periods, one (1) of which may be a longer rotating period. The Headmaster/principal or other administrative personnel shall assign duties and tasks to professional employees including student support services personnel as described herein. Professional employees may facilitate activities. Advisory periods for students will be included in the schedule and all professional employees may be required to lead Advisory periods for a group of students. The parties understand that the block schedule in Article 12 H is replaced.
- H. Additional Hours:
- Professional employees may be required by the Headmaster/Principal to work up to two (2) additional hours per month during the school year as assigned by the Headmaster/Principal for student help sessions, student make-up work, other activities to improve student achievement, meeting with parents, common planning time, professional development, and training. There will be ten (10) calendar days of prior notice for the aforementioned activities. The professional employees may submit proposals to the Headmaster/Principal or designee. Such additional hours shall be compensated at the rate of \$35 per hour.
- I. Article 12 B shall apply to employees in NBHS with the addition of the following provision:

Summer Professional Development: All professional employees shall be required to attend up to twenty (20) hours per year of professional development in August 2014, 2015, and 2016. If possible some of the professional development that is designated for the professional employees at NBHS for August 2014 shall occur the week of August 25, 2014. Employees will be compensated at the rate of \$35 per hour for attendance at summer professional development. Employees will be

notified on or about May 1, 2014 of the dates for summer professional development not to exceed twenty (20) hours. Any professional development over the twenty (20) hours will be voluntary. In subsequent years, employees will be notified of the dates for summer professional development on or about March 15th. Professional employees will evaluate using feedback surveys all professional development meetings and programs. Names will be optional on feedback surveys.

- J. After School Faculty Meetings: In addition to meetings pursuant to section E.1 of Article 12, professional employees will be required to attend up to and including three (3) meetings per month. Meetings will begin within a reasonable amount of time following the end of the student day and will last no longer than seventy-five (75) minutes. Content of the meetings will be determined by the Headmaster/Principal or designee and may include but are not limited to professional development, training, common planning, grade-level meetings or activities, cross grade-level meetings, department meetings, lower school meetings, or upper school meetings.

New personnel in their first full year of employment at NBHS may be required to attend additional meetings. (Article 12.E.2.3)

- K. Evening Meetings: At the high school, professional employees shall not be required to attend more than one (1) evening meeting each year for open house. This meeting shall not last more than one and one half (1½) hours and shall end no later than 9:00 p.m. In addition, each professional employee may be required to be on duty no more than two (2) evenings per academic year for such functions as plays, shows, and recreation events for students.
- L. Preparation Period, Administrative-Directed Period: Each professional employee shall be scheduled for one (1) period per day to be used for preparation, in addition to his/her 30-minute duty-free lunch period. In addition, professional employees will be assigned one (1) administrative-directed period per day by the Headmaster/Principal or designee for activities such as but not limited to tutoring students, student help sessions, supervision of students, working with colleagues, department meetings, professional development, data analysis or other duties as assigned by the Headmaster/Principal or designee. Except in unusual circumstances, professional employees will not be utilized for substituting during the administrative-directed period.

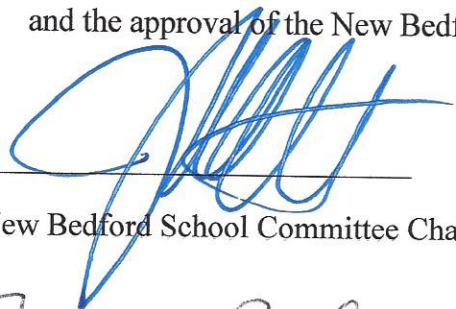
3. Amend Article 7, Section B by replacing Section 2 with the following:

Such written notice shall include an irrevocable resignation and must be made to the Superintendent of Schools on or before March 1, 2014, and payment will be made to the professional employee on or before September 1, 2014. In subsequent years, such written notice shall include an irrevocable resignation and must be made to the Superintendent of Schools on or before February 1st with payment being made on or before the 1st of September in that calendar year.

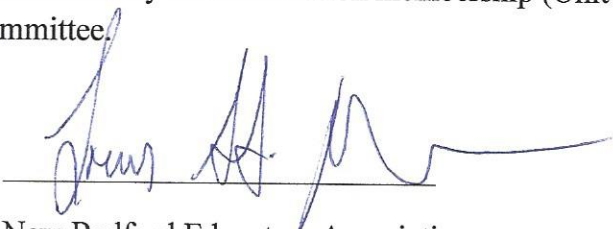
4. Vacancies at NBHS: Vacancies at NBHS shall be posted in every school or included in the Personnel Bulletin and or emailed to all professional employees with a copy forwarded to the Association. Vacancies will also be posted on the NBPS web site. Generally, postings will be in effect for at least ten (10) school 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. Notwithstanding any provision of the parties' collective bargaining agreement or practice between the parties to the contrary, as vacancies occur at NBHS, the District may simultaneously post such vacancies internally and externally. The employer will consider qualified internal applicants in Unit A before making a selection.
5. Bumping: Notwithstanding any provision in the parties' collective bargaining agreement or the parties' practice to the contrary, no professional employee outside of NBHS may displace (bump) any employee in NBHS, except if the employee outside of NBHS has PTS, would otherwise be laid off, is displacing a non-PTS professional employee, and has the appropriate license for the position held by the non-PTS professional employee. Professional employees outside of NBHS may apply for vacancies at NBHS.
6. Delete Appendix C (MOA regarding Freshman Academy Model) from the parties' collective bargaining agreement.
7. Teachers who were assigned to the High School in the 2013-2014 school year and who will be teaching in another New Bedford public school in the 2014-2015 school year shall participate in up to ten (10) hours of professional development during the summer of 2014 and prior to commencing work in another New Bedford public school. Employees will be compensated \$35 per hour for attendance at summer professional development.
8. Delete the first sentence of Article 3 C 1 from the parties' collective bargaining agreement.
9. Compensation:
 - A. Regular Pay for extended day for the 2014-2015, 2015-2016, and the 2016-2017 school years.

High School professional employees shall be paid a stipend of \$5855.00 for the addition of 42 minutes to the professional employees' work day.
 - B. For all Articles that refer to \$35 per hour it is understood to be the current contractual hourly rate but in no instance less than \$35 per hour.
10. Reopener: The Committee and the Association reserve the right during the term of this Agreement to request to bargain over subjects not addressed in this Memorandum of Agreement and to bargain over the impacts, if any, of the new high school schedule. The implementation of the schedule will not be delayed due to bargaining obligations.

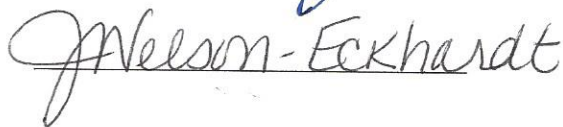
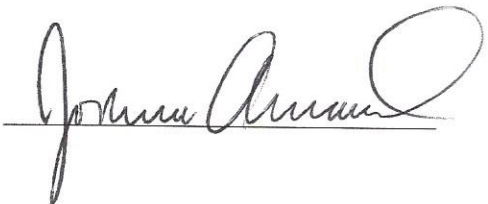
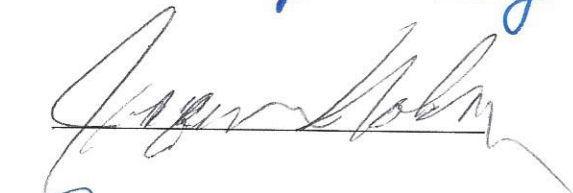

11. Duration: Unless the parties agree otherwise, once New Bedford High School loses its designation as a Level 4 "underperforming school" this Memorandum of Agreement will cease to be in effect. In the event, the Level 4 designation continues beyond June 30, 2017, the parties may renegotiate the terms of this Memorandum of Agreement.
12. This Memorandum of Agreement is subject to ratification by the Association membership (Unit A) and the approval of the New Bedford School Committee.



New Bedford School Committee Chair



New Bedford Educators Association



DATE: 3/10/14

DATE: 3/07/2014