

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND

THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – UNIT A

DECEMBER 12, 2014

The New Bedford School Committee ("Committee") and the New Bedford Educators Association, Inc., Unit A ("Union"), collectively referred to as the "Parties" agree to extend their July 1, 2011- June 30, 2014 collective bargaining agreement through July 31, 2015, except as otherwise modified by this Memorandum of Agreement ("MOA").

1. Appendix A: Schedule A Teachers Schedule

A. Teachers who were on Step 12 in the 2013-2014 work year.

All teachers who were on Step 12 at the end of the 2013-2014 work year who are full-time teachers in the 2014-2015 work year shall receive fifteen hundred dollars (\$1,500.00). The salary amount from the 2013-2014 salary schedule plus such \$1,500.00 shall constitute the full payment for such full-time teachers in the 2014-2015 work year. The \$1,500.00 shall be paid in two installments with five hundred dollars (\$500.00) being paid on or before June 30, 2015 and one thousand dollars (\$1,000.00) being paid on or before July 30, 2015. Such \$1,500.00 will be pro-rated for teachers who were on Step 12 in the 2013-2014 work year and who are working part-time in the 2014-2015 work year or who do not work the full 2014-2015 work year, and the lump sum payments will be made as follows: 1/3 of the prorated amount shall be paid on or before June 30, 2015 and 2/3 of the prorated amount shall be paid on or before July 30, 2015.

B. Teachers who were below Step 12 in the 2013-2014 work year.

All teachers who were below Step 12 at the end of the 2013-2014 work year or who are new employees for the 2014-2015 work year who are full-time teachers in the 2014-2015 work year shall receive five hundred dollars

(\$500.00). The salary amount from the 2013-2014 salary schedule plus such \$500.00 shall constitute the full payment for such full-time teachers in the 2014-2015 work year. The \$500.00 shall be paid in one installment on or before June 30, 2015. Such increase will be pro-rated for teachers who were below Step 12 in the 2013-2014 work year or who are new employees in the 2014-2015 work year and who are working part-time in the 2014-2015 work year or who do not work for the full 2014-2015 work year.

C. Effective July 31, 2015, the Parties agree to create a new salary schedule to reflect the 2014-2015 work year total salaries as follows:

- i. Each of the Steps 1 through 11, inclusive, shall be five hundred dollars (\$500.00) greater than the annual salary for the same steps in 2013-2014 work year.
- ii. Step 12 shall be fifteen hundred dollars (\$1,500.00) greater than the annual salary for Step 12 in the 2013-2014 work year.

2. Article 7 – Resignations and/or Retirements

Section B Incentive:

- A. Effective November 10, 2014, replace "April 1st" with "February 1st".
- B. Effective June 30, 2015, replace "February 1st" (formerly April 1st) with "January 1st"

3. Article 12- Hours and Workload of Professional Employees

Section E. Superintendent, Assistant Superintendent, Principal, Director, Department Head, and Evening Meetings

A. Replace Subsections 1, 2, and 3 of Section E in Article 12 with the following:

1. Professional Employees shall not be required to attend general staff meetings or other after-school meetings called by the Superintendent of Schools more than once a year. Such meetings shall be scheduled at least two (2) weeks in advance.

2. Building Meetings

Professional Employees shall not be required to attend building meetings or other after-school meetings called by the Principal of a school more than once a 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 thirty (30) minutes. (Refer to Article 12.A.1.)

Building meetings are for operations and not curriculum and instruction. Building meeting topics may include: notification of upcoming events and activities, notifications of trainings, etc., notification of special school-wide and/or district-wide changes, district-wide communications, scheduling notifications, policy/procedural notifications, procedural instruction for administration of state assessments, emergency response procedures, etc.

A yearly schedule for monthly Building 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. New Bedford Educators Association representatives shall be given an opportunity after the end of each meeting to address the faculty concerning association information."

3. Administrative Meetings

Professional Employees shall be required to attend two 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 twenty (20) hours of Administrative Meetings per work year as follows:

- ten (10) meetings per work year for Professional Development,
- five (5) meetings per work year to be curriculum focused, and
- five (5) meetings per work year to be Professional Development in content area, pedagogy, or technology.

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."

B. For the 2014-2015 work year.

On or about February 15, 2015, the dates for the remainder of the Building Meetings and Administrative Meetings for the 2014-2015 work year will be identified and except for emergencies such date(s) shall not be changed.

4. Article 13 – Transfers and Reassignments

In Subsections C and D, any reference to the following current dates shall be replaced as follows:

<u>Current Date</u>	<u>New Dates Effective</u>	
	<u>2014-2015 work year</u>	<u>June 30, 2015</u>
April 1	February 1	January 1
April 15	February 14	January 14
May 1	February 15	January 15
June 1	March 1	February 1

5. Article 32 new Section F:

A. Professional Employees who participated in Professional Development activities during the 2013-2014 work year shall be granted PDPs for such activities during the 2013-2014 school year. Eligible employees shall apply for such PDPs no later than March 1, 2015.

B. Amend Article 32 by adding the following new section F:

F. Professional Employees shall be required to attend appropriate Professional Development during required meeting times. Professional employees shall receive PDPs in the area of curriculum, content, or pedagogy equal to the time in attendance at the Professional Development activity (1 hour per 1 PDP).

C. Amend Article 32 by adding the following new section G:

G. To address the licensure requirements of some Professional Employees, the District shall establish a joint steering committee to design appropriate and meaningful Professional Development

in various areas of licensure such as Guidance, Special Education, School Adjustment Counselors, Nurses, and Attendance Officers.

6. Article 2 B. 4 (Direct Deposit)

- A. Effective February 1, 2015 replace the sentence in Article 2.B. 4 with the following:

Effective with the first pay period in February of 2015, all employees represented by the bargaining unit shall receive their pay through direct deposit.

- B. The Parties understand and agree that employees who do not already receive their pay through direct deposit shall provide the necessary signed authorizations on or before January 21, 2014 to enable direct deposit.

7. Clean Slate Provision.

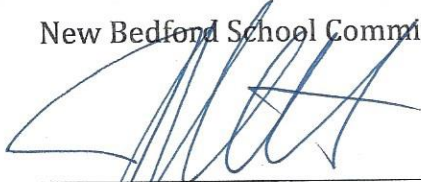
The Union shall withdraw with prejudice its grievances/arbitrations and unfair labor practice charges regarding meetings including the following:

- A. DLR Docket MUP-14-3372 (professional development activities during meetings);
- B. AAA 01-14-0000-6371 (Assignment of Unit B work (facilitating meeting) to Unit A member); and
- C. AAA 01-14-0000-6370 (Professional development activities during other meetings).

8. This Memorandum of Agreement ("MOA") is subject to ratification by the Union membership and approval by the School Committee. If the Union membership does not ratify this MOA and/or School Committee does not approve this MOA, this MOA shall not be effective and shall remain off-the-record for purposes of bargaining history.

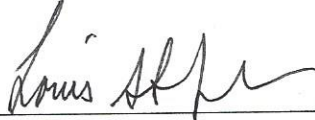
Agreed to on this 12th day of JANUARY, 2015 by

New Bedford School Committee




Mayor Jonathan F. Mitchell
Chairperson, Ex-officio

New Bedford Educators Association, Inc., Unit A



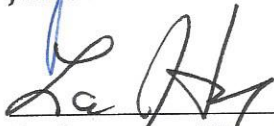
Louis St. John, President



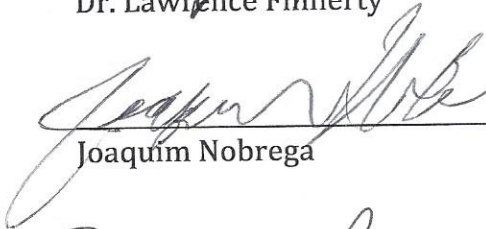
Joaquim Livramento



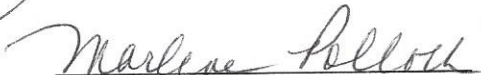
Joshua Amaral



Dr. Lawrence Finnerty



Joaquim Nobrega



Marlene Pollock

Bruce Oliveira