

John Avery Parker Elementary School

Level 5 Collective Bargaining

Memorandum of Agreement Unit A

February 28, 2014

The following proposals are for employees in NBEA - Unit A working at John Avery Parker Elementary School (“Parker School”) and for positions in the Parker School; they do not apply to employees working in schools other than the Parker School. The collective Bargaining Agreement between the committee and the Association shall be modified only as specifically provided herein and such modifications shall apply to employees working at John Avery Parker School. Current contract language prevails unless otherwise amended herein. Nothing contained in this Agreement or the collective bargaining agreement between the New Bedford School Committee and the NBEA Unit A shall limit the Commissioner’s authority pursuant to statute or regulation. If the Commissioner or designee contemplates further changes to this MOA 30 calendar days prior notice shall be given to the Association.

1. Student School Year and Instructional Day: Effective July 1, 2014, the instructional (student) day for students in the Parker School shall be seven (7) hours and thirty (30) minutes. There will be up to and including 185 instructional days in the school calendar for students at the Parker School. The Commissioner’s designee shall establish the hours for the instructional day. In addition to these 185 days, students may be invited or required to attend programs offered on Saturdays, referred to as Saturday Academy days, and programs offered in June and July referred to as Summer Academy days. The Commissioner’s designee will determine the hours for the Saturday Academy and the Summer Academy.
2. Work Year and Work Day for Professional Employees in the Parker School:
 - C. 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). (Formerly Article 12.A.5)
 - D. 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. (Formerly Article 12.A.6)
 - E. 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. (Formerly Article 12. A. 7)
 - F. Common Planning Time

Teachers in the Parker School shall receive up to 175 minutes of preparation time per 5-day week and up to 90 minutes of common planning time per five-day week, excluding Summer Academy weeks. Specialists will not be entitled to common planning time but may be assigned to participate in some common planning time from time to time at the discretion of the Principal. Common planning time activities shall be determined by administration and may include are but not limited to common planning time, tutoring students, student help sessions, supervision of students, working with colleagues, grade-level meetings, cross-grade level meetings, subject area meetings, training, coaching, professional development, data analysis or other activities, duties or tasks as determined by the administration.

G. Elementary Extra Assistance: (See Article 12.3.B on pp14-15)
Article 12.3 B shall not apply to the Parker School.

H. Elementary Before School Duty: (See Article 12.4 pp. 15-16)
Article 12.4 shall not apply to the Parker School.

I. 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 then end of the student day (generally and approximately 10 (ten) minutes after the end of the student dismissal) and will last no longer than seventy-five (75) minutes. Content of the meetings will be determined by the Commissioner's designee, Chief Academic Officer, Principal, and/or Teacher Leader with approval of the Principal and may include but are not limited to professional development activities, common planning, grade-level meetings or activities, cross grade-level meetings. New personnel in their first full year of employment in the Parker School may be required to attend additional meetings.

J. Evening Meetings and Events: Employees at the Parker School may be required to attend four (4) evening parent-teacher conferences and one (1) open house each school year, and up to and including four (4) events each year for the Parker School. Events may include but are not limited to plays, shows, and recreation events for students. Evening meetings and events shall not last more than two 2 hours and shall end no later than 9:00 p.m. During all evening meetings and events there will be an administrator, administrators designee, or central office staff member present for the duration of the evening meetings.

K. Administrator Discussions: Notwithstanding any provision in the parties' collective bargaining agreement or practice to the contrary, administrators may without limitation have discussions with educators regarding professional practice, student needs, data analysis, curriculum, and other topics regarding or related to improving instruction and educational outcomes for students.

3. Assignments and Positions at the Parker School: Notwithstanding any provision of the parties' collective bargaining agreement or practice, the Commissioner's designee shall have the sole authority to recruit, select, assign, reassign, and recall professional employees at and for the Parker School. Posting requirements in the NBEA Unit A collective bargaining agreement shall not apply to positions

at the Parker School. No person, including but not limited to current employees and former employees eligible for recall, shall have any right to a position or assignment at the Parker School. The Commissioner's designee shall have the sole authority to determine the procedures and change such procedures for the recruitment, selection, assignment and reassignment of professional employees.

4. Non-renewal, Discipline, Discharge, Transfer, Removal, Layoff of Employees: Notwithstanding any provision of the parties' collective bargaining agreement or practice, the Commissioner's designee shall have the sole authority to non-renew, discipline, discharge, and layoff employees at the Parker School and to transfer employees, and remove employees from the Parker School. The authority of the Commissioner's designee shall be subject only to applicable state and federal laws and municipal ordinances governing the non-renewal, discipline, discharge, and layoff of employees.
5. Job Descriptions and Positions: Notwithstanding any provision of the parties' collective bargaining agreement or practice, the Commissioner's designee shall have the sole authority to establish, revise, and amend job descriptions, duties, responsibilities, and qualifications for all positions including new positions, at the Parker School. If the Commissioner or designee contemplates further changes in job descriptions five (5) calendar days prior notice shall be given to the Association. The Commissioner's designee shall have the authority, subject only to funding, to determine which positions and the number of positions that will be established and filled at the Parker School.
6. Professional Employee Activities: Professional employees are required to be involved in a variety of educational and administrative activities that are necessary to fulfill the mission of the Parker School. These activities include but are not limited to the following:
 - conducting home visits(Professional employees will be offered training prior to commencing home visits. When necessary, home visits may be conducted at another mutually agreed upon location. Home visits for Professional employees shall occur outside of the school day and with notice to the principal. Professional employees may schedule their home visit with another educator if they choose. If an educator is assigned to participate in a home visit(s) the educator shall be paired with another educator if the educator so requests.);
 - conducting regular contact with families of students with chronic behavior issues, poor attendance and/or other factors that are impacting student learning gains and discussing academic and social progress of these students on a weekly basis;
 - participating in family conference evenings during the school year;
 - preparing individual progress reports and report cards;
 - leading student extracurricular activities;

- maintaining a subject-area bulletin board;
- working regularly with school administrators to improve instructional practice
- checking homework on a daily basis;
- attending student-related meetings;
- serving as an advisor to a small cohort of students.

7. Teacher Leaders (Unit A position): Without limiting the provisions in the prior Sections, the Commissioner’s designee shall establish the positions of Teacher Leader K-2 and Teacher Leader 3-5 at the Parker School, shall determine the job duties and responsibilities and qualifications for such position, shall establish the salary or stipend, and shall appoint qualified individuals to such positions whom she may remove in her sole discretion.
8. Evaluation: Appendix D: Notwithstanding any provision of Appendix D to the contrary, the evaluator may place a teacher on an improvement plan in accordance with Appendix D for at least thirty 30 calendar days as provided for in Section 2) J) iv) of Appendix D and as provided for in applicable regulations.
9. 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 April 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.
10. Leaves: Notwithstanding any provision of the parties’ collective bargaining agreement or practice to the contrary, and subject only to the requirements of any applicable state or federal law, all professional employees assigned to work at the Parker School shall request and receive advance approval from the Principal/designee whenever possible for each personal day. Professional employees will inform the Principal/designee as soon as practicable of the employee’s need to use sick days prior to taking the day.
11. Grievance Resolution Process: The provisions of Article 26 shall not apply to grievances arising out of, related to, or involving employees at the Parker School. The parties shall use the following dispute resolution provisions for grievances from employees at the Parker School.

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A grievance is defined as an allegation of a violation of an applicable provision of the parties’ collective bargaining agreement or the Memorandum of Agreement regarding

working Conditions at the Parker School. The following are excluded from the definition of grievance and from this grievance procedure:

Suspension of professional employees

Discharge of professional employees

Non-renewal of professional employees.

A. The grievant may be represented by his/her union representative at any level of the dispute resolution process.

B. Grievance Process:

1. Level 1 Grievance: The employee may submit a grievance to the Principal in writing within ten (10) work days of the occurrence of the event giving rise to the grievance. The grievance must include a description of the alleged violation, identify the specific violation of the parties' agreement alleged to have been violated, and state the desired resolution.
2. Level 1 Response: Within ten (10) work days of the receipt of the grievance, the Principal/designee will schedule a meeting with the grievant to discuss the grievance. Within five (5) work days of the meeting, the Principal/designee will issue a decision to the NBEA.
3. Level 2 Grievance: If the grievant is not satisfied with the Principal's/designee's response at Level 1, the grievant may submit the grievance to the Commissioner's designee, Dr. Pia Durkin, in writing within five (5) work days of receiving the Level 1 response. The grievant's submission to The Commissioner's designee shall include the Level 1 Grievance and the Level 1 Grievance Response and an explanation with the reasons why the grievant does not find the Level 1 Response satisfactory.
4. Level 2 Response: Within fifteen (15) work days of the receipt of the grievance, the Commissioner's designee will schedule a meeting with the grievant to discuss the grievance. Within five (5) work days after the meeting, the Commissioner's designee will issue a decision to the NBEA.
5. Level 3 Grievance: If the grievant is not satisfied with decision of the Commissioner's designee, she/he may submit the grievance in writing to the Commissioner of the Department of Elementary and Secondary Education for the Commonwealth of Massachusetts within five (5) work days of receipt of the Level 2 Response. The employee's submission to the Commissioner must include the following information:
 - Name of Grievant;
 - New Bedford Educators Association, 160 William St. New Bedford Ma, 02740
 - School District where Grievant is employed;

- Level 1 grievance;
- Level 1 decision;
- Level 2 grievance;
- Level 2 decision; and
- An explanation with the reasons why the Level 2 decision was not satisfactory to the Grievant.

6. Level 3 Decision: The Commissioner's designee's Level 2 response will be entitled to substantial deference during the Commissioner's review of the Level 3 grievance. The Commissioner's decision shall be final. The Level 3 decision shall be sent to the NBEA.

7. General Provisions:

- A. The time periods are considered maximum periods. Failure of the grievant to advance his/her grievance to the next level within the time period shall be deemed to be acceptance of the grievance answer/decision at the prior Level.
- B. The Commissioner's designee has the authority to suspend or amend the time periods for any one or more grievances in writing by agreement with the union.

12. Student Discipline: The Commissioner's designee shall have the sole discretion to establish the code of conduct for students and establish procedures and standards for the discipline of students at the Parker School.

13. Curriculum, Text Books, Class Sizes, Inclusion: Notwithstanding any provision of the parties' collective bargaining agreement or practice, the Commissioner's designee shall establish the curriculum, select the textbooks and instructional materials. The Commissioner or designee shall determine and adjust class sizes and all inclusion issues in her sole discretion. The Commissioner or designee shall strive for class sizes not greater than 30 students except for special subject classes such as physical education, music which may go above 30 students.

14. Appendix H (Parker School Agreement): The parties agree that this level 4 agreement shall sunset at the end of the 2013-2014 school year and it shall be retained in the collective bargaining agreement solely for historical purposes.

15. Duration: This Agreement shall remain in effect for so long as the Parker School remains designated as a Level 5 school by the Commissioner of Elementary and Secondary Education or until such time as the Commissioner chooses to amend, modify, or suspend any one or more of the provisions contained herein.

Approval and Funding: All agreements reached are subject to approval of the Commissioner and the Commissioner's designee and are subject to funding.