OFF THE RECORD [8PM] MEMORANDUM OF AGREEMENT BETWEEN BY THE NEW BEDFORD SCHOOL COMMITTEE AND THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. UNIT A June 2025

The parties agree to modify their current collective bargaining agreement dated July 1, 2022 through June 30, 2025 as follows:

1. Article 41- Duration (p. 77)

- A. Revise Article 41 to provide for a successor collective bargaining agreement from July 1, 2025 through June 30, 2028.
- B. Replace "December 1, 2024" with "December 1, 2027"

2. Full Day Professional Development

Effective July 1, 2025 any occurrence of a full day professional development shall result in all bargaining unit members working 7:30 AM to 2:30 PM.

3. Article 23 - Non-Certified Professional Employees

Amend Section A as follows:

Professional employees, except nurses and teachers of vocational subjects, who have received college degrees but are not certified, but who are appointed by the Superintendent to regular assignments (hereinafter referred to as "Non-Certified Professional Employees Under Waiver") shall be paid at the first step on the regular salary schedule for a Bachelor's Degree unless the employee holds another active DESE license in which case they may be placed at another appropriate step and/or lane as determined in the sole discretion of the Superintendent/designee. Existing staff with a DESE license shall not have their salary reduced should they assume a role that requires a waiver."

4. Article 29 - General

Amend Article 29, Section L as follows:

Uniform Allowance - Nurses

Each Nurse shall receive a uniform allowance of three hundred seventy-five dollars (\$375.00) per school year. One half (1/2) of each allowance shall be paid on October 1st and the other half on February 1st of each school year provided that the Nurse is employed in the New Bedford Public Schools on that date. Nurses will be required to wear uniforms to be eligible for this allowance.

Nurses shall wear scrub bottoms and scrub tops. All Nurses shall be allowed to wear a regulation nursing/laboratory coat (over the scrub top).

Principal/Supervisor may permit Nurses to wear a top with a New Bedford Public School logo during special occasions or a top for theme events such as holiday events, seasonal events, and sports events, so long as the regulation nursing/laboratory coat is worn on top.

Nurses at the Secondary Schools will wear all white uniforms and at the Elementary Level, Nurses will wear white uniform tops and blue skirts or slacks. All Nurses shall be allowed to wear regulation nursing/laboratory coats in lieu of the aforesaid uniform requirements. Nursing/laboratory coats must be uniform throughout the school system.

5. Article 12 - Hours and Workload of Professional Employees (pp. 13 – 26)

D. Article 12, Section D (p. 17)

Article 12 - Hours and Workload of Professional Employees (pp. 13 – 26) Article 12, Section D (p. 17)

Effective with the 2026-2027 work year, amend Section D.1 as follows (deleted language struck):

"Schools shall be closed on all legal holidays, on Good Friday, and for two and one half (2 ½) three (3) consecutive days beginning on the day preceding Thanksgiving Day."

12.A.7

Amend Article 12, Section A.7 (p. 13)

Beginning with the September 2002 2026 school year and continuing thereafter, it is agreed that the final day of classes will be a student early release day schedule and professional employees shall remain in their assignments thirty (30) minutes beyond the actual dismissal time of students full workday for professional employees but a half day for students with dismissal time for students being the same as the day before Thanksgiving.

On the Wednesday prior to Thanksgiving professional employees shall remain in their assignments fifteen (15) minutes beyond the actual dismissal time of students.

A. Article 16 sec. A(4), (Sick Leave – Annual Sick Leave)

Modify the Article as follows:

Professional employees will be allowed to use eight (8) fifteen (15) of their fifteen (15) days per year in cases of family illness of a spouse, child, or parent living in the household. The Superintendent or the Superintendent's designee, in the Superintendent's/designee's discretion, may permit an employee

to use more than <u>fifteen (15)</u> eight (8) family illness days in extraordinary circumstances. The decision of the Superintendent/designee is final and shall not be grievable.

6. Housekeeping:

- A. Effective July 1, 2025, the June 2017 MOA between the Committee and Association regarding the Roosevelt Middle School as a result of the collaborative middle schools redesign process shall be null and void.
- B. Effective July 1, 2025, the May 2017 MOA between the Committee and Association regarding the Keith Middle School as a result of the collaborative middle schools redesign process shall be null and void.
- 7. Salary Schedule, Appendix A, Schedule A (p. 78 80)
 - a. Article 12 sec. (I)(5), Salary Schedule, Appendix A, Schedule A (p. 78 80)
 Amend the Unit A Salary Schedule Appendix A as follows:
 - i. Year 1 (2025-2026 School Year):
 - 1. Drop Step 2 (Day 1)
 - 2. Increase Steps 3 13 by 2.25%
 - 3. Increase Step 14 by 3.00%
 - ii. Year 2 (2026-2027 School Year):
 - 1. Drop Step 3 (Day 1)
 - 2. Increase Steps 4 14 by 2.50%
 - 3. Create New Step 15 at 1.0% above Step 14
 - iii. Year 3 (2027-2028 School Year):
 - 1. Increase Steps 4 14 by 2.50%
 - 2. Increase Step 15 by 3.00%
 - **b.** Amend the Article 37 Instructional Media Assistant/Attendant schedule as follows:
 - i. Year 1 (2025-2026 School Year):
 - 1. Increase all Steps by 2.25%
 - ii. Year 2 (2026-2027 School Year):
 - 1. Increase all Steps by 2.50%
 - iii. Year 3 (2027-2028 School Year):
 - 1. Increase all Steps by 2.50%

These percentage increases do not apply to any other aspect of the CBA. Retroactive pay, if applicable, shall only be provided to those individuals who are employees of the District, in this unit, as of the date of ratification.

8. Longevity, Appendix A, Schedule B (p. 81)

Amend Schedule B by increasing longevity payments by \$75 for all categories as follows:

Seven hundred and seventy-five dollars (\$775.00) <u>Eight hundred and fifty</u> <u>dollars (\$850.00)</u> additional shall be paid to each professional employee having completed ten (10) full school years on contract in the New Bedford Public Schools.

Nine hundred and fifty One thousand twenty five dollars (\$950.001,025.00) additional shall be paid to each professional employee having completed fifteen (15) full school years on contract in the New Bedford Public Schools.

One thousand one hundred <u>and seventy five</u> dollars (\$1100.001,175.00) additional shall be paid to each professional employee having completed twenty (20) full school years on contract in the New Bedford Public Schools.

One thousand and two hundred <u>and seventy five</u> dollars (\$1,200.00 <u>1,275.00</u>) additional shall be paid to each professional employee having completed twenty-five (25) full school years on contract in the New Bedford Public Schools.

One thousand five <u>six</u> hundred and fifty <u>and twenty five</u> dollars (\$1,550.001,625.00) additional shall be paid to each professional employee having completed thirty (30) full school years on contract in the New Bedford Public Schools.

One thousand nine hundred and fifty Two thousand and twenty five dollars (\$1,950.002,025.00) additional shall be paid to each professional employee having completed thirty-five (35) full school years on contract in the New Bedford Public Schools.

9. Hourly Rate, Appendix A, Schedule F (page 90)

Amend Schedule F by increasing the hourly rate as follows:

July 1, 2024

\$42.00

July 1, 2025

\$45.00¹

¹ There shall be no retroactive compensation associated with this increase.

10. Article 24 sec. C, (Summer School and Evening School – Compensation) Amend Article 24 as follows:

SUMMER SCHOOL	7/1/25
Certified Professional Employees	See Appendix A, Schedule F
EVENING HIGH SCHOOL	7/1/25
Extension Program	See Appendix A, Schedule F
Self-Improvement Classes	7/1/25 See Appendix A, Schedule F
Certified Professional Employees	See Appendix A, Schedule F
ELEMENTARY EVENING SCHOOL	<u>7/1/25</u>
Certified Professional Employees	See Appendix A,
	Schedule F

11. Article 12, Hours and Workload of Professional Employees, B.1 Work Year (p. 16)

The parties agree to create a working group to discuss a potential side letter regarding Article 12 and Article 32 as they relate to professional employees with students in grades nine (9) and/or twelve (12) as orientation for students in grades nine (9) and/or twelve (12).

12. Children of Educators:

APPENDIX E MEMORANDUM OF AGREEMENT Amend Appendix E as follows:

Admission, at no cost to the educator, shall be granted to a New Bedford teacher whose permanent address is outside the City of New Bedford and desires to enter New Bedford Public Schools. The School Committee shall allow six (6) ten (10) such children to enter grades PreK – 12 for a total of eighty four (84) one hundred forty students. Requests for such placement must be made, in writing (via application available on the District website), by January 1st March 1st of the previous school year to the Office of Instruction Office of Deputy Superintendent. The School Committee shall grant this privilege on a first come, first serve basis. Placement of said students shall be dependent on class size and availability.

13. Article 12 - Hours and Workload of Professional Employees (p. 13) (updated 5/19) –

- C. Effective for the start of the 2026-2027 work year, amend Section A by:
 - i. Adding the following new category:

Alternative Programs (workday for professional employees) may start as late as 9:15 AM. Alternative Programs (instructional/student day) may start as late as 9:20 AM.

14. Attendance Incentive²

Effective July 1, 2025 employees with perfect attendance (employee must report to their assignment consistent with the contractual start time, work for the duration of the contractual work day and depart from their assignment consistent with the contractual work time) from day one (1) to forty-five (45), forty-six (46) to ninety (90), ninety-one (91) to one-hundred-thirty-five (135), one-hundred-thirty-six (136) until the last day of the professional staff work year shall receive one hundred dollars (\$100.00) per period which they have perfect attendance (maximum of four hundred dollars (\$400.00) per year).

Approved time missed for the following reasons shall not count against perfect attendance:

bereavement leave,
jury duty,
union business and
school business if directed by the Deputy Superintendent.

15. Article 18, Parental Leave, Modify as follows:

- C. Parental Leave and Childrearing Leave of Absence
- 2. In accordance with the MPLA, a parental leave of absence shall be eight (8) weeks, commencing at the time of the birth/adoption of the teacher's child and continuing for up to eight (8) consecutive weeks, including holidays, vacation weeks, and weeks that include no work days. A teacher who is eligible for parental leave for the birth or adoption of the teacher's child pursuant to the MPLA, may use up to eight (8) weeks of accrued sick leave to cover the unpaid portion of the parental leave under the MPLA.

² There shall be no retroactive compensation associated with this contractual proposal/provision.

All educators who have been employed by the New Bedford Public Schools in this bargaining unit for at least one year (i.e., one calendar year from start date shall be eligible for the following compensation during parental leave):

In accordance with the MPLA, a parental leave of absence shall be eight (8) weeks, commencing at the time of the birth/adoption of the teacher's child and continuing for up to eight (8) consecutive weeks, including holidays, vacation weeks, and weeks that include no work days. A teacher who is eligible for parental leave for the birth or adoption of the teacher's child pursuant to the MPLA, may use up to two (2) weeks of paid leave not from sick time (time from the School Committee) and six (6) weeks of accrued sick leave to cover the unpaid portion of the parental leave under the MPLA.

16. JLMC

- a. The parties agree to convene a JLMC consisting of up to six (6) members three (3) representatives of the Union and three (3) representatives of the School Committee.
- b. The parties shall review the CBA, Article 3, Section C as it pertains to guidance counselors, speech and language pathologists, occupational therapists and physical therapists.
- c. The JLMC shall meet two times, once in the fall of 2025 and once in the spring of 2026.
- d. The JLMC shall submit non-binding recommendations, if any, to the Superintendent no later than June 1, 2026. Any modifications to the parties' CBA are subject to ratification of the Union and approval of the School Committee.
- e. This section shall not be integrated into the parties' CBA.

17. Elementary Preparation Time

Amend Article 12 G as follows:

Effective with the start of the 2025-2026 work year, special program teachers, multi grade teachers and english as a second language teachers shall receive six (6) individual preparation periods and two (2) teacher-directed common planning period per five-day week of forty (40) consecutive minutes each, which includes any time necessary to accompany students to and from special subjects or other activities.

In addition, such, special program teachers, multi grade teachers and english as a second language teachers will be assigned two (2) administrative periods by the Principal or designee per five-day week of forty consecutive minutes each which includes any time necessary to accompany students to and from special subjects or other activities. Except in unusual circumstances, professional employees will not be

<u>utilized for substituting during the administrative-directed period more than two</u> times per trimester.

Activities during Administrative-directive periods shall be determined by the Principal/designee in an administrator role and may include activities such as, but not limited to, additional common planning time, data review, looking at best practices, operational training, professional development, IEP meetings, 504 meetings, behavior plan meetings, consult time, parent conferences, evaluation conferences, etc. Nothing in this section G.2 shall prevent a principal/designee from determining that teachers shall use one or more Administrative-directed periods for common-planning or individual planning.

No more than four (4) of the Administrative-directed periods per month will be used for professional development. Should any dispute arise regarding the use of professional development during Administrative-directed period(s), the parties agree that, in lieu of the grievance procedure, a meeting to resolve the matter will occur between the NBEA President and the Superintendent, and it is agreed that this is the sole manner in which to resolve all disputes regarding professional development during these Administrative-directed periods.

A schedule of the ten (10) periods referenced above shall be provided to staff within ten (10) days of the start of the School Year or date of hire if employment begins after the start of the school year.

Related service providers such as OTs, PTs, SLPs and including SACs, special program teachers, multi-grade teachers, teaching and learning specialists, english as a second language teachers, and nurses shall receive five (5) individual preparation periods per five-day week of forty (40) consecutive minutes each. The above referenced periods will occur at the start of the work day. A related service provider may make a request to the building principal/supervisor/designee to have the above-referenced periods occur during the work day (i.e., not at the start of the work day). Such requests and granting/denial of same shall not be grievable and/or arbitrable.

18. Article 16 sec. F(4), (Sick Leave – Severance Pay – Retirement or Resignation)

Modify the Article as follows:

In addition to the above yearly contribution, any employee, who upon retirement shall be eligible to receive a severance benefit pursuant to Article 16, Section F, may elect to have the gross lump sum of the benefit paid pre-tax to their designated contributory 403B or 457 Plan account.

19. Article 16 sec. J, (Sick Leave – 403(b) Program)

Modify the Article as follows:

New employees opting into the 403(b) or 457 Program will receive a

matching amount up to the maximum, on an annual basis, as stated below. The amount to be matched by the School Committee is dependent upon the employee's years of continuous service in the New Bedford Public Schools, the annual sick leave by an employee and the annual amount contributed by the employee.

20. Article 12, E., Administrative Meetings Modify Article 12 as follows:

Effective for the 2025-2026 school year, pProfessional Employees in the Middle and High Schools, excluding Level 4 and Level 5 schools, shall be required to attend eighteen (18) sixteen (16) Administrative Meetings per work year. Professional Employees in Elementary Schools shall be required to attend seven (7) Administrative Meetings per work year. 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.

21. Article 12 - Hours and Workload of Professional Employees (p. 16)

Amend the following sentence in Article 12 Section B.4 (p. 16) as follows (deleted language struck; new language underlined):

"To facilitate additional opportunities to meet with parents, effective starting with the 2019-2020 work year, the District may schedule one (1) parent teacher conference day. The Parent-Teacher conference day will start immediately following the teacher's lunch break and end at 6:00 P.M. on an early dismissal day for students. In lieu of attendance at the parent teacher conference day art teachers shall attend the evening art show and music teachers shall attend at least one evening music event at a school for which they are assigned (art and music teachers without evening shows/events shall continue to attend the parent teacher conference day).

This Memorandum of Agreement shall remain off the record for bargaining purposes unless and until it is ratified by the New Bedford Educators Association (Unit A) membership and approval by the New Bedford School Committee.

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

Agreed to on this 4th day of June 2025 by the bargaining teams for:

The New Bedford School Committee

The New Bedford Educators Association (Unit A)

New Bedford Public Schools FY 2026							
Step	BA	BA15	BA30	MA	MA15	MA30	CAG/DOC
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3	53,265	54,166	56,272	56,272	57,025	57,776	58,528
4	56,652	57,553	59,658	59,658	60,408	61,163	61,913
5	60,037	60,940	63,044	63,044	63,795	64,547	65,299
6	63,424	64,325	66,431	66,431	67,182	67,935	68,685
7	67,361	68,263	70,367	70,367	71,504	71,874	72,624
8	71,299	72,201	74,306	74,306	75,056	75,810	76,563
9	74,077	74,978	77,083	77,083	77,835	78,586	79,339
10	79,277	80,205	82,374	82,374	83,148	83,922	84,697
11	82,624	83,591	85,853	85,853	86,660	87,467	88,275
12	89,612	90,628	92,997	92,997	93,844	94,689	95,537
13	90,497	91,522	93,916	93,916	94,769	95,622	96,479
14	93,209	94,264	96,729	96,729	97,609	98,488	99,369

New Bedford Public Schools FY 2027							
Step	BA	BA15	BA30	MA	MA15	MA30	CAG/DOC
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2		1	<u>.</u>			÷	
3		4		ŧ	-		-
4	58,068	58,992	61,149	61,149	61,918	62,692	63,461
5	61,538	62,464	64,620	64,620	65,390	66,161	66,931
6	65,010	65,933	68,092	68,092	68,862	69,633	70,402
7	69,045	69,970	72,126	72,126	73,292	73,671	74,440
8	73,081	74,006	76,164	76,164	76,932	77,705	78,477
9	75,929	76,852	79,010	79,010	79,781	80,551	81,322
10	81,259	82,210	84,433	84,433	85,227	86,020	86,814
11	84,690	85,681	87,999	87,999	88,827	89,654	90,482
12	91,852	92,894	95,322	95,322	96,190	97,056	97,925
13	92,759	93,810	96,264	96,264	97,138	98,013	98,891
14	95,539	96,621	99,147	99,147	100,049	100,950	101,853
15	96,494	97,587	100,138	100,138	101,049	101,960	102,872

New Bedford Public Schools FY 2028							
Step	ВА	BA15	BA30	MA	MA15	MA30	CAG/DOC
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2	-	-		į.	-	-	-
3			_	-	2	-	5
4	59,520	60,467	62,678	62,678	63,466	64,259	65,048
5	63,076	64,026	66,236	66,236	67,025	67,815	68,604
6	66,635	67,581	69,794	69,794	70,584	71,374	72,162
7	70,771	71,719	73,929	73,929	75,124	75,513	76,301
8	74,908	75,856	78,068	78,068	78,855	79,648	80,439
9	77,827	78,773	80,985	80,985	81,776	82,565	83,355
10	83,290	84,265	86,544	86,544	87,358	88,171	88,984
11	86,807	87,823	90,199	90,199	91,048	91,895	92,744
12	94,148	95,216	97,705	97,705	98,595	99,482	100,373
13	95,078	96,155	98,671	98,671	99,566	100,463	101,363
14	97,927	99,037	101,626	101,626	102,550	103,474	104,399
15	99,389	100,515	103,142	103,142	104,080	105,019	105,958