UNIT A

CONTRACT

BETWEEN THE

NEW BEDFORD

EDUCATORS ASSOCIATION, INC.

AND THE

NEW BEDFORD

SCHOOL COMMITTEE

JULY 1, 2025 – JUNE 30, 2028

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Any forms referenced in this Agreement are available on the New Bedford Public Schools Portal and the New Bedford Education Association website.

ARTICLE 1

RECOGNITION

A. Association Recognition

For the purposes of Collective Bargaining, with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, the Committee recognizes the Association as the exclusive representative of all full-time and part-time professional employees of the Committee, including all Nurses**,** performing teaching duties or duties of a related professional nature including nursing duties; but excluding temporary per diem substitutes, Head Masters, Administrative Assistants, Housemasters, Coordinators, Directors, Supervisors (including the Instructional Media Supervisor), Department Heads, Principals, Assistant Principals, Administrative Assistant for Business Services, Assistant Superintendents, and the Superintendent of Schools.

B. Service of Process

Both the Committee and the Association shall designate a person who is a resident of Bristol County, Massachusetts, as its agent for service of any legal process and/or notice relating to this Agreement and service on such person shall constitute proper service on the respective party, and said designation shall not be revoked during the term of this Agreement except to substitute a new agent.

C. Definitions

1. A temporary per diem substitute, as hereinbefore excluded from the Collective Bargaining Agreement, is defined as a substitute teacher who has been employed for less than ninety-one (91) school days of continuous service, including excused absences.

2. Unless otherwise specified in this Agreement, the term "professional employees" as used throughout the Agreement, shall apply to all members of the bargaining unit. It is understood that the term "professional employee" is used throughout the Collective Bargaining Agreement for uniformity and that the use of said term does not alter any practices with respect to wages, hours, and working conditions or confer upon employees benefits to which they are not otherwise entitled.

ARTICLE 2

SALARIES

A. Basic Salary Schedules

1. Unless otherwise specified in this Agreement, the Committee agrees that the Salary Schedules A - F, attached hereto and made a part hereof, shall apply to all members of the bargaining unit, as defined in Article 1, Section A of this Agreement.

2. For purposes of Step advancement on the Salary Schedule, ninety-one (91) school days of employment as a Professional Employee in a work year shall constitute a year on the Salary Schedule.

3. The Committee recognizes that, in the event part-time employees are hired in the New Bedford School System, the Committee will bargain with the Association as required by Chapter 150E of the Massachusetts General Laws.

B. Method and Time of Payment

1. Effective no earlier than July 1, 2017, all employees shall receive their pay on a bi-weekly basis in twenty-one (21) equal installments during the work year or twenty-six (26) equal installments over 12-months which includes the work year.

2. This Section B.2 intentionally left blank.

3. Professional employees who desire to change their method of payment shall so notify the Superintendent, in writing, before August 1, to take effect the first pay period of the new work year. No change in payment will be made during the work year.

1. **Electronic Pay Advices**

   The District may provide employees with electronic pay advices in lieu of paper advices/paystubs

2. Payments for clubs and other activities will be coded on pay stub/check.

C. Lump Sum Payments

This section intentionally left blank.

D. **New Activities**

If new clubs, activities, or positions are created by the Committee during the duration of the Agreement, the payment shall be comparable to existing amounts for like positions. The Association will be notified in writing of any new clubs, activities, or extracurricular positions.

E. **Salary and Sick Leave Information**

1. On or before October 15th of each year, professional employees shall be notified in writing of their salary step and of their number of accumulated sick days as of September 1st of the school year. Sick days earned as a result of unused personal days shall be noted separately on the form.

   October 15th or whenever received shall be the first date of knowledge regarding any grievance under this Article.

2. Attendance records of the members of the bargaining unit shall be kept by the School Department and the Principal or other administrative personnel originating said records for a minimum of two (2) school years from the last day of each school year.

F. **Employment of Long-Term Substitutes**

1. The term "long-term substitute" is intended to cover substitutes who have been employed for more than ninety (90) school days in a single teaching assignment.

   Long-term substitute service may count toward step advancement on the salary schedule if the employee holds a valid license to the area/discipline of teaching.

2. Per diem substitutes who have been employed for more than ninety (90) school days in a series of different assignments are not to be considered long-term substitutes.

3. The service of a substitute professional employee who is employed in an assignment will not be broken by termination, layoff, or transfer (except for cause) until the regularly employed professional employee who left the assignment returns to work or until the end of the school year, whichever comes first. Should the regularly employed professional employee on leave resign, the Committee may terminate the permanent substitute and hire a regular professional employee.

4. When a long-term substitute professional employee's service is broken, as provided in Paragraph three (3) above, his/her membership in the bargaining unit shall also terminate.

5. The daily rate of pay for long-term substitutes will be 1/185th of the minimum salary scale commencing on the 91st day of employment.

6. Sick leave will accumulate at the rate of 1 1/2 days per month beginning with the ninety-first (91st) day of long-term employment.

7. One (1) personal day will be granted for the balance of the school year.

8. Since substitute professional employees are reemployed on a year- to- year basis, the above provisions do not accumulate from year- to- year.

9. All teaching positions filled during the school year under Section F 3 of Article 2 shall be included in the next January 15th posting.

ARTICLE 3

CLASS SIZE

A. **Maximum Class Size**

The School Committee and the Association recognize the fact that class size is of paramount importance in establishing quality education. In recognition of this, the School Committee shall strive for lower than a class size of thirty (30) in conventional classes. Where an inclusionary class exists, the Committee shall strive for lower than a class size of twenty-five (25) in inclusionary classes.

B. Review of Class Size

In the event that class size exceeds thirty (30) in number, (or in the case of an inclusionary class, twenty-five (25) in number) the professional employee shall have the right, with the Association, to meet with the Principal, or Superintendent, or both, to review this matter.

C. **Guidance Counselors and Speech and Language Pathologists**

1. The School Committee agrees to provide not less than five (5) Guidance Counselors each at the upper and lower high school and no less than three SAC's at the High School. This number shall be adjusted based on the needs of the student population and not only enrollment. In all other schools, the Committee agrees to strive to lower the ratios for all Counselors. For Speech and Language Pathologists, the term "a small group", as used in an IEP, shall be defined as no more than five (5) students, excluding situations where a Speech and Language Pathologist is conducting a class in articulation or language therapy.

2. The district will review the student caseload of Counselors/Speech and Language

Pathologists to determine if a redistribution of caseload/assignments needs to occur.

The trigger number of students in a caseload is sixty (60). The district will be in compliance with any state or federal laws or regulations relative to the assignments of a paraprofessional to a classroom with nine (9) or more students on IEP's.

ARTICLE 4

SPECIALISTS

A. **Limitations on Use as Substitutes**

Specialists will not act as substitutes except in individual cases of emergency as determined by the Superintendent or his/her designee. The Association will be notified of each instance the Superintendent or his/her designee so determines.

B. Floaters for service related providers such as SLP, OT, and PT shall be rotated throughout all floaters. No floater shall be called two times in a row.

ARTICLE 5

TEXTBOOKS

A. **Policy**

The Committee agrees to provide sufficient approved textbooks to insure that each pupil in a classroom has available to him/her the books necessary for his/her continuous progress.

B. **Requests**

Professional employees shall forward their requests for books and other instructional materials to their supervisors.

C. **Curriculum Committees**

The Association, with the Superintendent or his/her designee, may establish Curriculum Committees which shall be generally representative of the professional staff covered by this Agreement.

D. **Supplementary Purchase**

The Curriculum Committees may, at any time, submit in writing to the Superintendent or his/her designee, requests and proposals for the supplementary purchase of books.

E. **Superintendent Discussion**

The Superintendent or his/her designee and such other staff members as he/she shall designate, will meet with members of any of the Curriculum Committees upon requests of said members.

ARTICLE 6

SUPPLIES AND MATERIALS

A. **Supplies**

The Committee agrees to budget for and provide sufficient supplies and materials to ensure that each pupil has available to him/her supplies and materials necessary for his/her continuous progress.

The Committee agrees to budget for and to provide the opportunity and availability for supplies to each Teacher. In addition, the Committee will provide for the Teachers' use in all buildings, working photocopiers within a reasonable period of time.

B. **Solicitation of Needs**

Principals and/or Department Chairmen shall solicit from professional employees their needs in the areas of supplies and instructional materials prior to the formulation of their budget request in these areas for the next school year.

The Committee will establish a district-wide mechanism for the solicitation of needs.

All professional employees shall be notified in writing of the rejection of said request within thirty (30) days of receipt of the request.

C. **Review of Needs**

The Principal and/or Department Chairman shall review his/her budget request in the areas of supplies and instructional materials with his/her professional employees prior to the submission of said request to the Central Administration.

D. **Notice of Allocation and Accessibility**

Each elementary professional employee shall be made aware by his/her Principal of the

school's total allocation for the year in the areas of supplies and instructional materials and shall have access to said supplies and instructional materials as the needs of their classes dictate.

E. **Supplies**

An area, closet or cabinet will be maintained at each school for supplies, materials, and books which have been ordered.

F. **Requests**

During the school year all professional employee requests for supplemental supplies shall be reduced to writing and forwarded to the Principal who will forward said request to the Finance and Operations Office within three (3) school days of receipt of the written request.

ARTICLE 7

RESIGNATIONS AND/OR RETIREMENT

A. **Notice**

All professional employees are required to give notice to the Superintendent of resignation and/or retirement at least thirty (30) days in advance of its effective date. Notice of resignations, or any reason including retirement, effective in the months of August, September or October must be filed with the Superintendent at least sixty (60) days prior to their effective date. If a professional employee fails to give notice within the above time limits, he/she shall not receive sick leave severance pay under Article 16, Section F.

B. **Incentive for Notice of Retirement after 10 years of Service**

1. The New Bedford School Committee agrees to provide a professional employee who has or will have at least ten (10) years of service with the New Bedford School Department and who has notified the Superintendent, in writing, of his/her intent to retire or resign no later than August 31st of the school year in which retirement or resignation is elected. The lump sum payment shall be $4,500.

2. Effective November 10, 2014, such written notice must be made to the Superintendent of Schools on or before February 1st. Effective June 30, 2015, such written notice must be made to the Superintendent of Schools on or before January 1st. Payment will be made to the professional employee on or before September 1st. If a professional employee fails to resign or retire at the end of the school year in June pursuant to his/her notice to the Superintendent and has been paid the lump-sum payment, the professional employee must repay the additional compensation in a lump sum as a condition of continued employment in the New Bedford School Department.

Effective July 1, 2020:

The New Bedford School Committee agrees to provide a professional employee who has or will have at least ten (10) years of service as of the end of the work year with the New Bedford School Department a lump sum payment of four thousand five hundred dollars ($4,500) provided that:

(1) the professional employee gives written notice to the Office of Human Capital Services on or before the close of business on January 2nd; and

(2) the professional employee's notice of resignation effective on or after the last teacher work day in June and on or before August 31st; and

(3) the professional employee works until the last teacher work day in June. This requirement may be waived by the Superintendent in the event of extenuating circumstances. The lump sum payment shall be paid on or about the last paycheck in June.

ARTICLE 8

EVALUATION AND DISCIPLINE OF PROFESSIONAL EMPLOYEES

A. Monitoring

All monitoring or observation of the work performance of a professional employee will be conducted openly and with full knowledge of the professional employee. Video and/or audio surveillance will not be used to specifically observe the performance of professional employees.

B. Public Address Systems

Public address systems shall not be used for monitoring or observing the work performance of a professional employee.

C. Complaints

Any complaints regarding a professional employee made to the administrator by any parent, student, or other person will be promptly called to the professional employee's attention. The concerned professional employee must be given notice as to any further meetings between the complainant and the administration on the next working day after the meeting, provided, however, that in the event a professional employee is required to attend a second meeting, he/she shall be provided with notice twenty-four (24) hours in advance of the meeting. The professional employee shall have the right to have representatives of the

Association present.

D. **Discipline**

If a professional employee is to be disciplined by a member of the administration, he/she will be entitled to have Association representation. Such disciplinary action shall be carried out in private.

E. **Adverse Action**

1. No adverse action, as hereinafter defined, shall be taken against any professional employee for disciplinary or other reasons without just cause. For the purposes of this Agreement, the term "adverse action" shall mean only the following types of action:

   a. Admonishment: An admonishment is a disciplinary action taken against a professional employee by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing and shall be carried out in as much privacy as possible.

   b. Reprimand: A reprimand is a statement of official censure in a formal letter to the professional employee from the School Committee and/or its agents for a serious violation.

   c. Suspension: Suspension is an enforced temporary non-pay status and absence from duty of a professional employee directed by the Committee and/or its agents. The professional employee will be given written notice of his/her suspension and the reasons therefore prior to the effective date of such a suspension.

   d. Demotion: Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation. The term "demotion", as used herein, shall not include any action taken by the Committee in not reappointing a professional employee to assignments and/or positions routinely made on a school year basis. The professional employee will be given written notice of his/her demotion and the reasons therefore prior to the effective date of said demotion.

   e. Dismissal: Dismissal, except as is otherwise provided herein, is the dismissal of a professional employee from the employ of the Committee. The term "dismissal", as used herein, shall not include the dismissal of a professional employee without professional teacher status (PTS) who has not been teaching in the New Bedford Public Schools for more than ninety (90) days.

   The professional employee will be given written notice of his/her dismissal

and the reasons therefore prior to the effective date of said dismissal and shall not include the action of the Committee in not renewing the contract of a professional employee without PTS. Said dismissal of a professional employee without PTS and the action of the Committee in not renewing the contract for a professional employee without PTS, shall not be considered as "adverse action", as defined herein.

2. An individual has the right under Education Reform Act to challenge a dismissal through an arbitration process established by DESE. The challenge must be filed within thirty (30) days of notice to dismiss.

F. **Evaluation System of Professional Employees**

1. The Committee and the Association agree that in accordance with MGL Chapter 71, Section 38 every professional employee will be evaluated every two (2) years in a formal evaluation cycle and teachers without professional teacher status will be evaluated at least annually.

2. A professional employee's use of sick leave may be noted by an evaluator under remarks when it is a factor in determining the overall performance of such employee. Any reference to absence information on evaluation forms where such absence is not a factor in performance may not be used. The employee may note the reason for absence on the form.

3. The "Educator Evaluation" is appended to this agreement as Appendix D.

ARTICLE 9

FILES OF PROFESSIONAL EMPLOYEES

All professional employees' files shall be maintained under the following circumstances:

1. No material derogatory to a professional employee's conduct, service, character, or personality shall be placed in the files unless the professional employee has been previously notified and given ten (10) school days to review the material. A copy of such notice shall be forwarded to the Association when it is provided to the professional employee. Such material shall be put in the file only with the professional employee's initials signifying that he/she has reviewed it or a statement signed by the Superintendent or his/her designee that the professional employee was notified and did not request to review it or refused to initial it. A professional employee's initials on such materials shall merely signify that he/she has reviewed it and does not necessarily indicate agreement with its contents.

2. No material pertaining to the conduct, service, character, or personality of a

professional employee that is not substantiated shall be placed in the professional employee's file unless the employee makes the request in writing.

3. Within thirty (30) school days after the date a professional employee has reviewed or acknowledged reviewing the material pursuant to Section 1 above, a professional employee shall have the right to answer any material put in his/her personnel file and have the answer attached to the file copy.

4. The Superintendent or his/her designee shall, at the written request of a professional employee, permit the professional employee, by appointment, to inspect the contents of his/her personnel folder, files, cards, and records and make copies of such contents and records in the presence of the Superintendent or his/her designee, and if he/she so desires, a representative from the Association.

ARTICLE 10

PROMOTIONS TO UNIT B POSITIONS

A. **Posting**

1. All vacancies in promotional positions shall be posted in every school or included in the Personnel Bulletin. The posting shall clearly set forth a description of and the qualifications for the position, including the duties and salary. Postings will also be posted on the New Bedford Public Schools website.

2. When school is in session, such notice shall be posted or included in the Personnel Bulletin as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) days before such date.

3. Professional employees who desire to apply for such vacancies shall submit their applications, in writing, as indicated in the posting within the time limit specified in the notice.

B. **Definition**

Promotional positions are defined as vacancies in positions within the Unit B Collective Bargaining Agreement between the Association and the Committee.

C. **Summer Notices**

The District shall post available Unit B administrative vacancies including the title, description, duties and the qualifications. Such posting shall be made electronically to the system the District uses to advertise all vacancies/recruiting needs. Such notification shall

be sent as far in advance as practicable, ordinarily at least fourteen (14) calendar days prior to the final date of application and in no event less than seven (7) calendar days prior to such date. In addition, the District shall, within the same time period, list all vacancies to be filled during the summer on the District website.

ARTICLE 11

INCLUSION

A. **Discussion of Concerns**

In an effort to enhance the advancement of the District's effort to fulfill its goals, the following procedure to consider any concerns of regular classroom teachers regarding students assigned to their classes who are receiving services pursuant to an I.E.P.

1. The general education classroom teacher discusses his/her concerns with the Principal. If not resolved,

2. The general education classroom teacher discusses his/her concerns with the Director of Special Education/ designee. If not resolved,

3. The general education classroom teacher discusses his/her concerns with the Superintendent or designee

To the extent permitted by law, at any level of this procedure the Association will participate, if necessary.

B. **Placement**

1. Principal shall meet with Special Education Teachers in buildings by the end of the school year to discuss their placement. Administrators will meet with all regular education teachers, before the end of the school year. If the teacher will be assigned a student on an IEP for the next school year and such placement is known prior to the end of the school year, a meeting pertaining to the student(s) on an IEP will take place as soon as possible.

2. Principals will discuss with Special Education Teachers their assignments for the following school year no later than five (5) school days prior to the last workday in June.

ARTICLE 12

HOURS AND WORKLOAD OF PROFESSIONAL EMPLOYEES

A. **Workday**

1. The workday for professional employees shall be as follows:

Teacher Workday	
Elementary:	7:30 – 2:30
Pulaski:	8:00 – 3:00
Middle School:	7:45 – 2:45
High School:	7:25 – 2:25
Trinity Day*:	7:25 – 2:25
Whaling City Jr./Sr. High School*:	7:25 – 2:25

The workday for elementary teachers shall be seven (7) hours. The Superintendent/designee may adjust the start times for teachers in the elementary schools but in no case shall such adjustments be more than ten (10) minutes earlier or ten (10) minutes later than the start times established for such school in 2019-2020 school year and once adjusted at a school, the start time shall not be adjusted again during the same school year.

*Effective for the start of the 2026-2027 work year Alterntaive Programs (workday for professional employees) may start as late as 9:15 AM. Alternative Programs (instuctional/student day) may start as late as 9:20 AM.

2. The instructional (student) day shall be as follows:

Elementary:*	8:15 – 2:30
Pulaski:*	8:45 – 3:00
Middle School:	7:50 – 2:30
High School:	7:30 – 2:09
Trinity Day:	7:30 – 2:09 I(first dismissal) 2:15 (detention dismissal)
Whaling City Jr./Sr. High School:	7:30 – 2:09

*The Superintendent/designee may adjust the start times for teachers in the elementary schools but in no case shall such adjustments be more than ten (10) minutes earlier or ten (10) minutes later than the start times established for such school in 2019-2020 school year and once adjusted at a school, the start time shall not be adjusted again during the same school year.

Professional employees at the secondary level (middle school and high school) must have reported to the building five (5) minutes prior to the start of the instructional day. There will

be a signal five (5) minutes prior to the start of the student day.

3. A. **Elementary Common Planning Time**

The agenda for common planning and/or grade level meetings will be determined by the Teachers.

All Professional Employees shall receive common planning time/TCT within the contractual duty day.

A written outline of the topics discussed at the meeting will be forwarded to the building Principal within five (5) school days following the meeting. The action planning template will be used for the outline of the discussed topics.

No meetings shall be scheduled beyond the normal workday on orientation and professional development days.

B. **Elementary Extra Assistance**

At the beginning of each school year, Elementary professional employees will notify the building Principal which one (1) day per week for an additional 30 minutes, the Teacher will be available to assist students in his/her classes.

This time will be scheduled after the workday by the Teacher. Additional time may be scheduled on other day(s) by the Teacher, as needed for assistance or discipline to students in his/her classes.

All elementary professional employees, assigned to the building, shall notify their Principal of the one (1) day after school, they will be available for student assistance.

Conferences may be scheduled with parents, as necessary, by a Teacher or with a 72-hour notice to the Teacher.

C. **Secondary Extra Assistance**

Secondary professional employees (Middle/High School) may be required to remain in school not longer than thirty (30) minutes after the end of the Teacher workday for specific purpose of detention of students not more than five (5) times per year per Teacher.

1. **Elementary and Secondary Before/After School Duty**

a. The Superintendent may authorize the Principals of Elementary Schools to provide the opportunity for professional employees to volunteer for after school assignments.

b. The Superintendent may authorize the Principals of Secondary Schools to

provide the opportunity for professional employees to volunteer for before and/or after school assignments. Secondary professional employees who volunteer shall report 15 minutes before the workday.

c. Professional employees may volunteer at Elementary Schools by semesters for after school duty.

If there are more volunteers than required according to the preceding section, the most senior professional employees who volunteer will be selected for the first semester. The next most senior professional employees who volunteer will be selected for the second semester.

At the beginning of each school year, selection of volunteers will be made on the basis of seniority starting again with those volunteers who are most senior.

d. If there are not enough volunteers at the elementary and/or secondary level, the remaining members of the staff regularly assigned to the building will rotate on a weekly basis in order of seniority with the least senior selected first.

All staff members regularly assigned to a school will be required to perform this duty if a weekly rotation is necessary.

e. Professional employees who are assigned to before and/or after school duty shall be compensated in accordance with the contractual hourly rate then in effect.

f. Professional employees who volunteer for before and/or after school duty for an entire semester shall receive a stipend as regular compensation of $850.00 per semester.

2. Effective July 1, 2005, professional employees who are required to attend TEAM evaluations after the workday (including any after school time as provided in this section) shall be compensated at the current contractual hourly rate as provided in Appendix A, Schedule F.

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

Effective for the start of the 2026-2027 work year, this Section 6 Intentionally Left Blank.

4. Beginning with the September 2002 school year and continuing thereafter, 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.

Beginning with the September 2026 school year and continuing thereafter, it is agreed that the final day of classes will be a student early release day scheduled and professional employees shall remain in their assignments thirty (30) minutes beyond the actual dismissal time of students.

B. **Work Year**

1. The work year of all professional employees covered by this Agreement shall be no more than one hundred eighty-five (185) workdays which shall include one (1) Orientation/Convocation Day and four (4) Professional Development days.

   The Orientation/Convocation Day shall include orientation-administration activities in the morning session, a lunch break for one (1) hour, and the remainder of the workday, the Teacher shall spend in his/her classroom and/or work area to prepare for the school year. For scheduled Professional Development days there shall be included a lunch break for one (1) hour, during such time the professional employees shall be allowed to leave the building.

   Professional Employees in their first year of service in a position in the bargaining unit may be required to attend up to and including two (2) additional Professional Development days for a work year of 187 days; such additional Professional Development days may occur no earlier than seven business days prior to the start of the student school year. Professional employees in their first year shall receive a $200 stipend for each such additional Professional Development day attended.

   NBEA Annual Meeting: Employees shall not be required to attend meetings after the end of the work day on the 4th Wednesday in May.

2. Notwithstanding the above, Guidance Counselors will be required to work five (5) days beyond the regular work year of Teachers. The compensation for such days will be at the per diem rate of the Masters Degree level. Such days shall be scheduled contiguous to the regular Teacher school year.

3. Nurses who sign up to attend team evaluations or to perform other work related assignments, excluding posted positions, during the school vacation shall be called on a rotation basis based on seniority. A Nurse who refuses an assignment shall be placed last on the rotation list as if he/she had accepted the work opportunity. In the event no bargaining unit personnel is available for the assignment, non-bargaining unit Nurses may be enlisted.

4. Parent Teacher Conferences: Teachers and other professionals in the bargaining unit meet with parents as necessary during the course of the work year. To facilitate additional opportunities to meet with parents, 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.) Employees will have a minimum of a 30 minute lunch break on the Parent-Teacher Conference day prior to the start of the conferences. Employees in positions in the bargaining unit will hold scheduled conferences with parents during the scheduled Parent-Teacher conference day. Conferences may be accomplished using technology such as, but not limited to telephone, FaceTime, Skype, video chats, etc. for parents who are unable to attend conferences in person. The District will assist in providing available technology, where available, to facilitate conferences for parents who are unable to attend in person.

5. 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 nince (9) and/or twelve (12) as orientation for studetns in grade nine (9) and/or twelve (12).

C. **School Vacations**

1. For subsequent years the school calendar will be made available to professional employees on or about May 15th of the previous year.

D. **Holidays**

1. Schools shall be closed on all legal holidays, on Good Friday, and for two and one-half (2 1/2) consecutive days beginning on the day preceding Thanksgiving Day. Effective for the 2026 – 2027 work year, schools shall be closed on all legal holidays and for three (3) consecutive days beginning on the day preceding Thanksgiving Day.

2. The vacation days that precede or extend beyond the full week of the Christmas vacation are to be considered holidays.

3. All holidays shall be celebrated on the day designated for such celebration.

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

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 work day. 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**

Effective for the 2025-2026 school year, professional Employees in the Middle and High Schools, excluding Level 4 and Level 5 schools, shall be required to attend 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.

For purposes of this subsection 3 "Administrative Meetings" may be scheduled 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, High School Principal, High School Assistant Principal, High School Associate Principal, Vice Principals, Coordinators, Department Heads, Supervisors, Managers, Directors, Instructional Leaders, and/or Instructional Content Leaders.

A yearly schedule for anticipated Administrative Meetings will be distributed by the last teacher work day preceding the start of the work year, and the yearly schedule of 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."

4. **Evening Meetings**

Professional Employees shall not be required to attend more than one (1) evening meeting each year for open house and/or parent visitation, and such meetings shall not last more than two (2) hours. At the High School, professional employees shall not be required to attend more than two (2) evening meetings each year for open house. Such meetings shall not last more than one and one half (1 1/2) hours each. All evening meetings shall end no later than 9:00 p.m. In addition, each professional employee may be required to be on duty no more than one (1) evening per year for such functions as plays, shows, and recreation events for the pupils.

5. **Nurses Meetings**

Nurses shall not be required to attend more than one (1) meeting per month after working hours. Said meetings shall not extend more than one (1) hour beyond the regular workday. Whenever possible, Nurses will receive two (2) weeks' advance notice of all meetings. It is agreed that one-half (1/2) of the ten (10) meetings will be devoted to imparting information for professional development and the other half will be devoted to problem solving on issues which affect the Nurses in their employment in New Bedford. If a meeting has been re-scheduled, the Supervisor of Nurses shall not deny reasonable requests to be excused.

6. Attendance shall not be required at any other general staff, building or evening meetings outside the workday and shall be at the option of the individual professional employee except that new personnel may be required to attend additional orientation meetings.

7. Upon the request of the Association or the Superintendent, a monthly meeting between the Superintendent and representatives of the Association shall be scheduled. Interested staff members may, with the approval of the Association, request and meet with their respective Directors or Administrators up to three (3) times per school year.

8. For the purpose of consultation, with respect to collective bargaining issues or issues related to contract enforcement, interested staff members may, with the approval of the Association, request and meet with their respective directors or administrators up to three (3) times per school year.

F. **Duty-Free Period**

1. Professional employees in all schools shall have a duty-free lunch period of no less than thirty (30) minutes. Whenever possible, the administrator of each school will endeavor to schedule the duty-free lunch time for professional employees at the

same time their students are eating lunch.

2. Professional employees in the Elementary Schools shall have one unassigned period in the morning of no less than fifteen (15) minutes, provided that arrangements are made by the professional employees to adequately supervise the class with the cooperation of the Principal. If the Principal determines the class is not adequately supervised, the unassigned period may be suspended until arrangements can be made by the professional employee, provided that no Principal shall determine that all professional employees in his/her school shall not have an unassigned period in the morning.

3. All Nurses shall be permitted a fifteen (15) minute rest period each workday.

G. **Elementary Preparation Time**

1. A. Elementary professional employees shall not be required to remain in the classroom while special subject professional employees are providing instruction.

B. Every effort will be made to provide substitutes for special subject professional employees, including but not limited to, art, music, and physical education, health, and technology professional employees.

C. In the event that a substitute is unavailable for a special subject professional employee, the regular professional employee shall be compensated for the loss of planning time (see 5.A. in this article).

2. Effective with the start of the 2019-2020 work year, elementary classroom teachers, including; art, music, physical education, health, and technology 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 classroom 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 utilized for substituting during the administrative-directed period more than two 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.

The parties agree to establish a Joint Labor Management Professional Development (JLMPD) Committee. The JLMPD Committee will consist of up to six (6) members appointed by the Association and up to six (6) members appointed by the Superintendent plus the Superintendent/designee. The JLMPD Committee will meet up to five (5) times during the 2019-2020 work year and make recommendations to the Office of Instruction on or before February 1, 2020 on the use of time for professional development under Article 12, Section G. In subsequent work years, the JLMPD Committee will meet twice per work year to make recommendation on or before April 10th to the Office of Instruction for professional development under Article 12, Section G for the following work year.

The Parties agree to establish a joint committee to evaluate revising the elementary prep time schedule in Article 12 G. (pp. 20-21) so that it may include special education teachers, multi-grade teachers, and English as a second language teachers. Such joint committee shall have no more than five representatives appointed by the Association and no more than five representatives appointed by the Superintendent. The Joint Committee shall meet by October 14, 2022. Recommendations for changes must be made no later than March 17, 2023 and are subject to approval by the parties.

The ten (10) periods referenced above will occur as described in the table below.

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
At the start of the work day	Teacher-Directed Common Planning Period	Teacher- Directed Common Planning Period	Administrative Period Assigned by Principal	Individual Preparation Period	Individual Preparation Period
During the student instructional day	Individual Preparation Period	Individual Preparation Period	Individual Preparation Period	Administrative Period Assigned by Principal	Individual Preparation Period

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 neccessary 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 utilized for substituting during the administrative-directed period more than two times per trimester.

Activities during Administrative-directive periods shall be determined by the Pricipal/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 pricipal/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 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, , 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 pricipal/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.

Commencing with the 2016-2017 school year, elementary students shall have a full instructional day on Fridays.

H. **Secondary Professional Employee Workloads**

1. All secondary professional employees shall have, in addition to their lunch period, six (6) preparation periods per teaching cycle or five (5) preparation periods per five (5) day week.

2. Existing teaching periods at the secondary level shall not be increased during the term of this Agreement.

3. The number of dissimilar class preparations per professional employee in the Secondary Schools will be kept to a minimum consistent with the implementation of a sound educational system. The Committee will endeavor to limit dissimilar class preparations to three (3) annually per professional employee. Prior to assignments of a fourth dissimilar class preparation (annually), the Association and the Superintendent or his/her designee will meet and review professional employee schedules to determine whether the additional dissimilar preparations can be avoided. The decision of the Superintendent or his/her designee shall be final, except that no professional employee shall be assigned more than five (5) dissimilar class preparations (annually).

4. A professional employee may request a meeting with the Superintendent of Schools to review the distribution of class levels in his/her schedule by the administration. The decision of the Superintendent concerning equitable distribution of class levels shall be final.

5. Schedules for the following school year will be delivered no later than five (5) school days prior to the last workday in June. It is understood that on occasion, unavoidable circumstances may require the altering of schedules after the close of the work year in June.

6. When a Secondary Nurse has two or more full team evaluations on the same day, a Substitute Nurse shall be assigned to cover for such Nurse. Whenever possible, every effort shall be made to schedule a full team evaluation for an Itinerant Nurse on the day the Nurse is scheduled to service the school. When a Nurse is attending a

full team evaluation, she will not be interrupted except for emergencies.

7. **Re-opener**

The parties have agreed to a limited re-opener of Articles 12 and 15 for the purpose of negotiating over any recommendations of the Joint Committee concerning the High School schedule.

8. On-Line SIS for Grades 6-12

Professional employees working with students in grades 6-12 will utilize the District provided on-line student information system (SIS) and will input grades and related student progress data into the SIS. Such professional employees shall input grades within ten work days from student due date/assignment date unless the end of the term is within such ten days in which case the deadline is shorter but not later than the end date for entries/grades for the term. Additional time may be granted by the principal/designee on a case-by-case basis.

All professional employees in Grades 6-12 inclusive are expected to use the on-line student information system/gradebook following training.

During their school's initial implementation year for the on-line student information system/gradebook, professional employees shall be held harmless in their evaluation regarding the technical usage of the on-line student information system/gradebook.

Prior to and/or during the initial implementation year at any school implementing an on-line student information system/gradebook:

(a) professional employees shall be provided with training during the contractual workday; and

(b) professional employees shall be provided at least one Common Planning period or TCT per term to input data into the on-line student information system/gradebook.

I. Professional Employees Serving as Substitutes

1. The Administration shall make every effort to obtain substitute teachers to replace professional employees as necessary, and no regularly assigned professional employee shall be used as a substitute teacher except for the failure of the substitute to arrive on schedule, or the inability to secure a substitute. The Administration will attempt to obtain substitutes for all personnel including specialists.

2. At the beginning of each school year, the Principal of each Secondary school shall establish a list of professional employees who volunteer to substitute for absent professional employees. At the beginning of each term, a professional employee

may remove his/her name from such list. A professional employee may add his/her name to the list at any time. The Principal shall assign a regular professional employee from a list of volunteers at his/her school to substitute when necessary. There will be an equitable rotation of employees on the volunteer list.

3. In the event a substitute teacher cannot be obtained and there is no professional employee available on the volunteer list, then the Principal may assign any regular professional employee to substitute. There will be an equitable rotation of said professional employees.

4. It is understood that no professional employee shall be compensated for substitute pay for any failure to be assigned under the above Sections 2 or 3.

   A. Professional employees serving as substitutes in the Elementary Schools shall be paid additional compensation at the rate of twenty-five dollars ($25.00) for 2016-2017, 2017-2018 and in 2018-2019 per class for or portion thereof served as a substitute.

   B. Professional employees serving as substitutes in the Middle Schools shall be paid additional compensation at the rate of twenty-five dollars ($25.00) for 2016-2017, 2017-2018 and in 2018-2019 per class for or portion thereof served as a substitute.

   C. Professional employees serving as substitutes in the Senior High Schools shall be paid additional compensation at the rate of twenty-five dollars ($25.00) for 2016-2017, 2017-2018 and in 2018-2019 per class for or portion thereof served as a substitute.

5. Professional employees serving as substitutes in the Elementary Schools shall be paid one hundred dollars ($100.00) for the 2016-2017, 2017-2018 and the 2018-2019 school years provided the class is not divided between two or more professional employees. If the class is divided between two or more professional employees, each professional employee shall receive additional compensation of seventy dollars ($70.00) for the 2016-2017, 2017-2018 and the 2018-2019 school years.

6. No professional employee shall be assigned more than one (1) additional class to supervise as a substitute.

7. Nurses will not act as substitute teachers.

8. Substitute coverage will be provided in the following manner when a Nurse is absent:

   a. Permanent Floater
   b. Substitute Nurse (if applicable)
   c. Nurse with float day assignment

J. **Instructional Media Center Representatives**

1. To the extent permitted by the schools schedules to which the Instructional Media Representatives are assigned, the Committee will endeavor to minimize the assignments to non-teaching duties.

2. Instructional Media Representatives who are not full time but are performing such duties in addition to their teaching duties shall be compensated at the Club rate as provided in Appendix A, Schedule D.

3. The Instructional Media Representatives at each Middle School shall not be assigned homeroom or other non-teaching assignments.

4. The Instructional Media Representative is defined as a member of the bargaining unit in each middle or elementary school who is in charge of ordering and distributing audio-visual material.

K. **Schedules of Special Subject Professional Employees and Itinerants**

1. **Postings and Notice**

a. Notice of all vacancies in Pupil Personnel Services shall be posted at least fourteen (14) days before the last date when applications for such positions are accepted. Such notice shall be posted in all school buildings and a copy of such notice shall be sent to the President of the Association. In addition, when school is in session, such notice shall be mailed to each professional employee through the interschool mail. When school is not in session, such notice shall be sent to each professional employee at his/her home address. Such notice of vacancy shall clearly set forth the case load and building assignment. The assignments and buildings shall not be changed after having been posted unless prior written notification has been given to the Association with the reasons therefore, and the position is reposted as provided therein.

b. Notices of involuntary transfer, reassignment, or new assignment shall be mailed to each professional employee through the interschool mail. When school is not in session, such notices shall be sent to any employee who leaves a self-addressed, stamped envelope with the Superintendent for that purpose.

c. Pupil personnel employees who desire a voluntary transfer or reassignment shall file a statement of such desire with the Superintendent within two (2) weeks of the posting of the notice of any vacancy. Such statement shall include the position(s), the school or schools to which he/she desires to be transferred or assigned in order of preference.

d. As soon as practicable, and whenever possible, at least one (1) week prior to the close of the school term, the Superintendent shall post in each school and deliver to the Association, a system-wide schedule showing the names of all professional employees who have been reassigned or transferred and the nature of such reassignment or transfer. If such schedule is not available before the close of the school term, it shall be posted on a Personnel Bulletin Board at the Administration Building on County Street and sent to the Association as soon as it is available and posted in each school at the opening of school the next September. In addition, it shall be sent to any professional employee who leaves a stamped, self-addressed envelope with the Superintendent for that purpose.

e. All postings shall clearly set forth a description of the case load and building assignments.

2. **Procedures**

a. When an involuntary transfer or reassignment is necessary, volunteers, if any, will be transferred or reassigned first.

b. In selecting Pupil Personnel employees to be involuntarily transferred or reassigned at the elementary and secondary levels, the least senior professional employee shall be transferred unless there is a volunteer for the transfer.

c. If more than one professional employee applies for the same vacancy and/or schedule of elementary or secondary assignments, the most senior qualified applicant will be transferred/assigned.

d. After involuntary transfers/reassignments are completed, if there are any assignments in Pupil Personnel Services remaining vacant, these may be opened up once more to voluntary transfers/reassignments based upon seniority.

3. **Out of District Assignments – Pupil Personnel Psychologists**

a. When an out of district evaluation is necessary, the Director of Pupil Personnel Services will post these assignments consistent with the procedures listed in Section K of this Article.

b. Psychologists may then volunteer to be assigned to these out of district evaluations as part of their regular caseload. If there is more than one volunteer, the most senior Psychologist will be assigned.

c. Thereafter, the least senior Psychologist will be assigned to the out of district evaluations.

d. For each out of district evaluation assigned to a Psychologist, he/she will be relieved of one (1) regularly-assigned referral.

4. Notwithstanding the above, any vacant assignment created by the bidding process shall be posted in accordance with Article 13 – Transfers. In the event special qualifications are required, the decision of the Superintendent shall be final.

5. Principals, on an occasional basis, may assign Special Education Teachers to assist small student groups (5 or less). These students may be both students with Individual Education Plans or students who may need assistance due to a lack of progress in performance.

ARTICLE 13

TRANSFERS AND REASSIGNMENTS

A. **Definitions**

1. A transfer or reassignment is defined as a change in the grade and/or subject assignment and/or building assignment of a member of the bargaining unit.

2. Promotional positions, as defined in Article 10 of this Agreement, and vacancies, as defined in Article 14 of this Agreement, are excluded from coverage by this Article.

3. Present job-sharing will continue; however, there will be no future and/or additional job-sharing positions as of July 1, 2011.

B. **New Personnel**

The Superintendent shall assign all newly elected personnel to their specific positions that shall be within the type of service for which the professional employee has been appointed. The Superintendent shall give notice of assignments to new professional employees as soon as practicable. A Teacher with Non-professional Teacher Status cannot transfer or apply for vacancies under Articles 13 and 14.

C. **Posting and Notice**

1. No later than or about the 3rd week of January, the Office of Human Capital Services shall post in all school buildings a list of the known vacancies which will occur during the following school year. Postings for special education shall have a short description.

2. Notices of involuntary transfer or reassignment shall be given to professional employees as soon as possible.

3. Professional employees who desire a voluntary transfer or reassignment shall file a statement of such desire with the Superintendent or his designee within two (2) weeks of the posting of the position. Such statement shall include the position and/or grade and/or subject to which the professional employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference, and a separate statement shall be filed in applying for each vacancy.

4. As soon as practicable, and whenever possible, at least one week prior to the close of the school term, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all professional employees who have been reassigned or transferred and the nature of such reassignment or transfer.

   If such schedule is not available before the close of the school term, it shall be posted on a personnel bulletin board at the Administrative Office on County Street and sent to the Association as soon as it is available and posted in each school at the opening of school the next September. In addition, it shall be sent to any professional employee who leaves a self-addressed, stamped envelope with the Superintendent for that purpose.

5. All postings shall clearly set forth a description of and the qualifications for the position including the duties and salary. Such qualifications shall not be changed after having been posted without prior written notice to the Association and without the new amended notice having been posted. Such qualifications shall reflect the reasonable requirements of the job.

6. When school is in session, such notice shall be posted or included in the Personnel Bulletin as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

7. Professional employees who desire to receive notification of any vacancies that shall occur during the summer vacation period shall submit their names and addresses to the

Superintendent or his/her designee. The Superintendent or his/her designee shall notify said professional employee of any vacancies including a description and duties thereof, and the qualifications for the position, and salary. Such notification shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days prior to the final date of application, and in no event less than seven (7) days prior to such date. In addition, the Superintendent or his/her designee shall, within the same period, post a list of vacancies to be filled during the summer on a personnel bulletin board provided for such purposes at the Administration Office on County Street and shall send such list of positions to the Association.

8. The Association shall be provided with a copy of all positions issued pursuant to this Article within the time limits set forth in Sections 6 and 7 above.

D. **Procedures**

1. It is recognized that the Superintendent in the best interest of the educational needs of the system shall have the power to assign teachers to grades and subject. However, to the extent possible, changes in grade assignments within the elementary schools and subject assignments in the secondary schools will be voluntary.

2. Procedures for In-building Transfers:

   When vacancies occur in a building for the next school year, the Principal of the building shall post the list of vacancies on the bulletin board no later than or about the 1st week of January. The following shall be the order in which vacancies are to be filled:

   a. A professional employee in a building where a vacancy occurs who wishes to fill that vacancy shall file a written notice with the Principal.

   b. The request by the professional employee will receive the fullest consideration by the Principal; however, the instructional requirements of the school system and the students shall be the controlling factor in grade and/or subject assignments as determined by the Superintendent. The Superintendent's decision is final.

   c. Any professional employee may transfer out of his/her current teaching position to a teaching position with a different teacher license.

   d. Such transfers shall be completed no later than or about the end of the 2nd week of January.

3. **Procedures for System-Wide Transfers:**

   a. Any professional employee may volunteer to be an involuntary transferee.

Once a professional employee declares to be an involuntary transferee, his/her position will be added to the vacancies on the District Wide Posting list. Declarations shall be made in writing to the Office of Human Capital Services and must be received no later than 4:00 p.m. on about the end of the 1st week of January.

b. Vacancies on the District Wide Posting shall be filled by the following procedures. In the determination of requests for voluntary reassignments or transfer, the wishes of the individual professional employee will be honored to the extent that they do not conflict with the instructional requirements and best interest of the school system. If more than one professional employee has applied for the same position, the Superintendent/Principal or Superintendent, as the case may be, will give due weight to the following criteria in determining transfers to fill said vacancies: Educational Preparation (major and/or minor fields of study), Appropriate License – Quality of teaching performance and Length of service as a professional employee within the New Bedford Public Schools. Before a professional employee is assigned to a particular school, the Principal of the school in question shall be consulted regarding the assignment and/or transfer. Upon request, a professional educator is to be notified in writing as to the reasons why he or she is not to be recommended for said transfer.

c. After the procedures in Paragraph (b) have been followed, all known vacancies shall be listed by the Office of Human Capital Services no later than or about the second week of February. These vacancies shall be filled by involuntary transfers according to rules set up in Sections 5 and 6 below.

In the event of a decline in the Sheltered English Immersion or Special Education Programs professional employees with Professional Teacher Status in the Sheltered English Immersion or Special Education Programs will be given the option to bid into the mainstream on the Involuntary Bid Posting.

d. After involuntary transfers are completed, if there are any positions remaining vacant, these positions may be opened once more to voluntary transfers. In the event positions are opened under this paragraph, the posting for such openings shall be made on or about the 1st week of March.

e. Only after all professional employees with professional teaching status have been satisfactorily placed in positions for which they are certified, can the remaining vacancies be filled through new appointments.

f. When Special Education Classes are re-designated, the professional employee holding the position in the re-designated class shall have the option of remaining with the class or becoming an involuntary transferee. If the Special Education Class must change buildings, the professional employee holding the position shall have the option of remaining with the class or becoming an

involuntary transferee.

4. Vacancies on the District Wide Posting shall be filled by the following procedures. In the determination of requests for voluntary reassignments or transfer, the wishes of the individual professional employee will be honored to the extent that they do not conflict with the instructional requirements and best interest of the school system. If more than one professional employee has applied for the same position, the Superintendent/Principal or Superintendent, as the case may be, will give due weight to the following criteria in determining transfers to fill said vacancies: Educational Preparation (major and/or minor fields of study), Appropriate License – Quality of teaching performance and Length of service as a professional employee within the New Bedford Public Schools. Before a professional employee is assigned to a particular school, the Principal of the school in question shall be consulted regarding the assignment and/or transfer. Upon request, a professional educator is to be notified in writing as to the reasons why he or she is not to be recommended for said transfer.

5. If no professional employee has declared to be an involuntarily transferee as provided in Section 3a, the following procedure shall be followed at the elementary level:

   a. The least senior professional employee within the affected building, as defined in this Agreement, shall be involuntarily transferred or reassigned. Additional professional employees to be involuntarily transferred or reassigned shall be selected in inverse order of seniority. Professional employees remaining in the building whose assignments have been affected by said changes but who have not been transferred or reassigned out of the building as a result of their seniority status, shall fill those vacancies created by transfers or reassignments. If more than one professional employee so affected remains in the building he/she shall be allowed to select from vacancies in that building in order of seniority.

   b. If there is to be an involuntary transfer or reassignment of professional employees who are assigned to more than one building, the least senior professional employee whose assignment is affected by the decision causing such involuntary transfer or reassignment shall be transferred first. Additional professional employees to be transferred or reassigned shall be selected in the inverse order of seniority.

   c. If an elementary position is eliminated, the least senior professional employee in that building shall be considered an involuntary transferee. If a vacancy does not exist to place this professional employee, then the least senior elementary professional employee system-wide in that same area of teaching shall be terminated or he/she placed on the involuntary transfer list as recommended by the Superintendent.

6. If no professional employee has declared to be an involuntarily transferee as provided in Section 3a, the following procedures shall be followed at the secondary level:

   a. In selecting professional employees to be involuntarily transferred or reassigned at the secondary level, the least senior professional employee, as defined in this Agreement, teaching within the building and within the department and within the area of certification affected by the changes causing the involuntary transfer or reassignment, shall be transferred or reassigned first. Additional professional employees to be involuntarily transferred or reassigned from that department and that building and that area of certification shall be selected in the inverse order of seniority.

   b. Professional employees remaining in the affected department, building, and area of certification whose assignments have been affected by said changes, but who have not been transferred or reassigned from the department, building, or area of certification because of their seniority status shall fill those vacancies created by the transfers or reassignments of the least senior professional employee in that department and area of certification provided that they are qualified to fill such a vacancy. If there is more than one (1) professional employee so affected, they shall be allowed to select from vacancies for which they are qualified within that department, building, and area of certification in order of seniority.

   c. If a secondary position is eliminated, the least senior professional employee in that department and that building shall be considered an involuntary transferee. If a vacancy does not exist to place this professional employee, then the least senior secondary professional employee system-wide in that department shall be terminated or be placed on the involuntary list as recommended by the Superintendent.

7. a. In the event that a professional employee's exercise of the transfer rights and procedures, as hereinbefore provided, shall act so as to cause the layoff of a member of the bargaining unit, such rights shall be abridged to the extent necessary to prevent the layoff. Said abridgment shall only occur with the mutual consent of the Superintendent and the Association.

   b. Positions that are cut during the summer, then, reinstated by September 15th the professional employee who held the position will be offered the opportunity to return to that position and shall maintain in-building rights.

8. No openings shall be filled on a permanent basis during the school year in a position that has not been posted. All such openings filled during the school year or on an emergency basis shall be deemed open at the close of the school year. Any professional employee, except long-term substitutes, assigned to fill a non-posted opening shall retain all rights to their previous position. Said professional employees

may bid on the job they held temporarily along with other voluntary transferees on the District Wide Posting. Any positions created too late to appear on the District Wide Posting shall be filled by assignment and posted on the In-Building Posting of the following school year

9. If a professional employee is assigned for two (2) consecutive years to a position they do not hold, his/her position shall be posted on the next District Wide Posting. The professional employee assigned to a position they do not hold shall be considered an involuntary transferee and may bid in accordance with the procedures outlined in this Article.

10. In the 2016-2017 school year professional employees who are assigned to a federal or state grant funded position may elect to hold said position or return to the position that they currently hold. Going forward all vacant federal and state grant funded positions will be posted for bidding purposes as outlined in this Article.

    Held positions shall be posted following the bidding language dates for professional employees who elect to serve in a federal or state grant funded assignment beyond the completion of the first year.

    Employees currently assigned to a state of federally funded grant position for more than one year as of the date of this agreement; will be considered as holding said position effective July 1, 2016. Should said employee(s) wish to return to their budget funded position they will notify the office of Human Capital Services, in writing, no later than June 1, 2016.

E. **Involuntary Transfers**

1. No professional employee shall be involuntarily transferred or reassigned for disciplinary reasons.

2. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee involved and the Superintendent or his/her designee, at which time the professional employee will be notified of the reasons thereof, except that a temporary transfer or reassignment up to thirty (30) school days can be made in an emergency without such a meeting. In the event that a professional employee objects to the transfer or reassignment at this meeting, upon request of the professional employee, the Association will be notified, and the Superintendent or his/her designee will meet with the Association's representative to discuss the matter.

3. The initial time limit for filing grievances relative to involuntary transfers or reassignments shall be from the day following the date upon which the meeting with

the Superintendent has taken place.

ARTICLE 14

VACANCIES

A. **Posting**

1. All vacancies in positions, in accordance with the terms of this contract, shall be sent to all staff via District email.

2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

3. Professional employees who desire to apply for such vacancies shall submit their applications, in writing, to the hiring manager as outlined in the posting within the time limit specified in the notice.

4. The Superintendent agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to professional employees already employed by the Superintendent. Each professional employee or applicant not selected will receive written notification from the Superintendent or his/her designee that he/she was not selected within fifteen (15) days of the decision by the Superintendent.

B. **Summer Notices**

Professional employees who desire to receive notification of any vacancies, which shall occur during the summer vacation period, shall submit their names and addresses to the Superintendent or his/her designee. The Superintendent or his/her designee shall notify said professional employee of any vacancies, including a description and duties thereof, the qualifications for the position, and salary. Such notification shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days prior to the final date of application, and in no event less than seven (7) days prior to such date. In addition, the Superintendent or his/her designee shall, within the same time period, post a list of vacancies to be filled during the summer on a personnel bulletin board provided for such purposes at the Administration Office on County Street and shall send such list of positions to the Association.

ARTICLE 14A
TRANSFERS AND VACANCIES OF NURSES

A. **Definition**

A transfer or reassignment is defined as any change (including additions or deletions) in the assignment held by a member of the bargaining unit.

B. **New Personnel**

The Superintendent shall assign all newly appointed personnel to their specific positions, which shall be within the type of service for which the Nurses have been appointed. The Superintendent shall give notice of assignments to new Nurses as soon after appointment as practicable.

C. **Posting and Notice**

1. The District shall post all available Nursing vacancies including the title, description, location, duties and the qualifications. Such posting shall be sent to all staff via District e-mail. Such notification shall be made as far in advance as practicable, and, except in an extraordinary situation, not less than seven (7) calendar days prior to the date that applications are due. The District shall list Nursing vacancies to be filled during the summer on the District website.

2. This Section 2 intentionally left blank.

3. Professional employees who desire to apply for such vacancies shall submit their applications, in writing, to the hiring manager as outlined in the posting within the time limit specified in the notice.

4. All transfers/placements of nurses will be reported on the District's Personnel Report submitted to School Committee.

5. All postings shall clearly set forth a description of and the qualifications for the position including the duties and salary. Such qualifications shall not be changed after having been posted, without prior written notice to the Association and without the newly amended notice having been posted. Such qualifications shall reflect the reasonable requirements for the job.

D. **Procedures**

1. When an involuntary transfer or reassignment is necessary, volunteers, if any, will be transferred or reassigned first.

2. In selecting Nurses to be involuntarily transferred or reassigned at the elementary and secondary levels, the least senior Nurse shall be transferred unless there is a volunteer for the transfer.

3. All Nurse vacancies shall be listed on the Transfer process as outlined in Article 13.

E. **Superintendent's Meetings**

An involuntary transfer or reassignment shall be made only after a meeting between the Nurse involved and the Superintendent or his/her designee, at which time the Nurse will be notified of the reasons thereof, except that a temporary transfer or reassignment up to thirty (30) school days can be made in an emergency without such a meeting. In the event that a Nurse objects to the transfer or reassignment at this meeting, upon the request of the Nurse, the Association will be notified and the Superintendent, or his/her designee will meet with the Association's representative to discuss the matter. The Association may count the initial time limit for filing a grievance relative to the involuntary transfer or reassignment from the day following the date upon which such meeting has taken place or from the date of the violation at its option.

F. **Vacancies During the School Year**

1. In the event a vacancy occurs during the school year, the vacancy shall be posted describing the school duties and salary for the position. The vacancy shall be posted no later than thirty (30) days after the vacancy occurs. The most senior qualified Nurse desiring the position shall be transferred. If no member of the bargaining unit bids for the vacancy, then such vacancy shall be with a "new hire".

2. Any subsequent vacancy created by the transfer of a bargaining unit member as provided in F.l. (above) shall be posted and filled as provided within Article 14 A., of this Agreement.

ARTICLE 15

SCHEDULES OF PROFESSIONAL EMPLOYEES

A. **Assignments**

In order to assure that students are taught by professional employees working within their areas of competence, professional employees shall not be involuntarily assigned to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study except in accordance with the regulations of the State Board of Education and for good cause shown.

B. **Travel Limitation**

In arranging schedules for professional employees who are assigned to more than one

school, an effort shall be made to limit the amount of inter-school travel. Such professional employees shall be notified of any change in their schedules as soon as practicable.

C. **Transportation Pay**

All Unit A staff who are assigned to more than one (1) school each school day and are required to travel from one school to another during the school day shall receive a transportation allowance earned at the rate of one hundred dollars ($100.00) per month of teaching service. Staff that are assigned to more than one (1) school on some school days, but not all, will receive the transportation allowance prorated based on the number of school days per month that they serve multiple schools in one day.

D. **Travel Pay**

1. All professional employees will be reimbursed at the IRS rate for all travel by personally owned vehicle outside the City, not covered by Section C above, done by them in the performance of their duties, or for attendance at any conference or meeting to which they have been assigned or to which they are attending with the advance approval of the Superintendent. The above allowance will apply for all travel done by School Adjustment Counselors and Secondary Guidance Counselors, excluding meetings called pursuant to Article 12, Section E.

ARTICLE 16

SICK LEAVE

A. **Annual Sick Leave**

1. Annual sick leave with full pay shall be allowed all professional employees on annual salary at the rate of one and one-half (1 1/2) days for each month of teaching service, not to exceed fifteen (15) days in any one year. Unused sick leave may be accumulated from year to year, but not in excess of one hundred eighty-five (185) days.

2. If a professional employee begins the school year with the maximum accumulation of sick leave and serves the entire school year without the use of more than five (5) sick leave days, he/she shall be allowed additional sick leave days credited to his/her accumulation for buy back purposes according to the following schedule:

DAYS USED	DAYS CREDITED
0	10
1	9

2	8
3	7
4	6
5	5

3. Employees who have the maximum number of accumulated sick leave days on the first day of school of any school year shall not lose sick leave credit for good attendance as provided in section A.2. (above) because of any assessment of sick leave to the sick leave bank.

4. Professional employees will be allowed to use 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 fifteen (15) family illness days in extraordinary circumstances. The decision of the Superintendent/designee is final and shall not be grievable.

B. **Physician's Certificate**

Professional employees may be required, at the discretion of the Superintendent or other designee from central office, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days.

C. **Independent Examination**

The Committee through the Superintendent, at its own expense, reserves the right to have an independent physician examine any professional employee taking sick leave whenever, in its opinion, the professional employee may not be entitled to sick leave benefits.

D. **Use of Sick Leave**

It is specifically agreed that any professional employee who does not have any accrued sick leave to his/her credit may, during any one school year, use that school year's sick leave prior to its actual accrual. In the event a professional employee borrows leave, as provided in this paragraph and terminates employment with the system prior to actually earning sick leave, as provided in Section 1 of this Article, the professional employee agrees that an amount equal to the number of used but unearned sick leave days multiplied by 1/185 of his/her annual basic salary will be deducted from his/her final paycheck.

E. **Extended Illness**

The School Committee agrees to provide professional employees with PTS with the following extended illness plan:

1. In the event that a professional employee with PTS shall be absent from school due to

illness or accident of an extended nature, which is verified by a physician to be twenty (20) school days or longer in duration, the professional employee with PTS shall be entitled to benefits under this extended illness plan. In order to qualify for benefits under this Article, a professional employee with Professional Teacher Status must have earned 20 sick days as of the inception of the illness. (This includes unused personal days converted to sick days)

2. Such professional employee with PTS who complies with the above requirements shall be entitled to an additional number of sick days equal to the number of actual accumulated sick days at the inception of his/her extended illness.

3. The rate of compensation for his/her actual accumulated sick leave shall be full pay in accordance with current School Committee policy. The rate of compensation for the additional days in accordance with the extended illness plan shall be calculated in accordance with the following formula:

$$\text{Rate of Pay} \times \frac{\text{Actual accumulated sick days at the inception of extended illness}}{\text{Total possible accumulated sick leave since inception of employment as specified in Section A 1.}} = \text{Rate of pay during extended illness}$$

4. Upon return from an extended illness, a professional employee with PTS shall continue to be eligible for the extended illness plan in the following manner:

   A professional employee with PTS shall be entitled to additional sick days equal to the number of actual accumulated sick days since his/her return to work. Said days shall be compensated at the rate of pay calculated by multiplying his/her daily rate of pay times the ratio of actual accumulated sick days since his/her illness over the total possible accumulated sick days since his/her return to work.

5. Continuing treatments for prolonged illnesses, such as but not limited to those listed below, shall qualify for extended sick leave even though the absences are not consecutive:

   Cancer
   Disabling paralysis caused by brain or spinal tumors, polio or multiple sclerosis
   Addison's Disease
   Coronary or cerebral thrombosis
   Disabling major bone fractures or dislocation
   Cystic Fibrosis
   Disabling limb amputations
   Chronic tuberculosis

Chronic congestive heart failure
Chronic rheumatic fever
Dialysis
AIDS

F. **Severance Pay - Retirement or Resignation**

1. Each professional employee with PTS, retired by the Retirement Board after ten (10) years of satisfactory service in the New Bedford School System, shall receive in one lump sum of eighty-five dollars ($85.00) for each day of actual accumulated sick leave.

Effective school year 2011-2012 $85.00/day

2. Each professional employee with PTS, who resigns with ten (10) or more years of service and with at least seventy-five (75) days of accumulated sick leave upon the effective date of resignation, shall receive in one lump sum for each day of accumulated sick leave:

Effective school year 2011-2012 $85.00/day

3. In order to be eligible to collect severance pay under Sections 1 and 2 above, professional employees must give proper notice of resignation or retirement pursuant to Article 7, Section A of this contract.

4. 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.

5. A sick day shall only be charged to an employee for an absence of more than .5 of a day (less than .5 of a day shall not be charged against the professional employee's sick leave).

G. **Severance Pay - Death**

Upon the death of a professional employee, his/her estate shall receive the appropriate amount determined under Section F.1 above.

H. **Sick Leave Limitation**

Sick days shall be deducted only for lost school days.

I. **Nurses**

Nurses shall be provided an incentive for attendance with the added payment of three hundred dollars ($300.00) for each year (September-June) in which no sick days are taken. The use of the first sick day in the year shall result in the loss of fifty dollars ($50.00); for each of the subsequent five (5) days, fifty dollars ($50.00) each will be deducted for a total of three hundred dollars ($300.00). Payment shall be made the first pay period of June of each year.

J. **403(b) Program**

All new employees hired on or after July 1, 2008 will not be eligible for Article 16 – Sick Leave, F. Severance Pay Retirement or Resignation for accumulated sick days or bonus days under A2 above. However, new employees will be eligible for all other Article 16 provisions except as limited herein.

All employees who first begin work with the School District on or after July 1, 2008 shall be eligible to participate in a tax deferred compensation plan of the employee's choosing, provided that their participation does not violate the non-discrimination requirements applicable to section 403(b) plans with regard to employees hired before July 1, 2008. (They will not be eligible for the retirement benefit set forth in Section F, Article 16). In such an event this provision shall be null and void and newly hired employees shall be eligible for severance payments in accordance with Article 16, Section F.

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.

Years of Service	***Sick Leave Days used on an annual basis***		
	0 Days	***1-3Days***	***4-5 Days***
1 – 5 Years	$200.00	$100.00	$ 75.00
6 – 10 Years	$275.00	$175.00	$125.00
11+ years	$300.00	$250.00	$250.00

The parties agree that either side may request to re-open this provision in order to discuss a similar provision for current employees. The agreement to re-open must be by mutual agreement. The agreement to re-open does not require discussion on the 403(b) program for new employees**.**

K. **Attendance Incentive**

1. 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-hundred0thirty-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).

2. Approved time missed for the following reason shall not count against perfect attendance:
   - Bereavement leave
   - Jury Duty
   - Union business
   - School business if directed by the Deputy Superintendent

ARTICLE 17

TEMPORARY LEAVES OF ABSENCE

Professional employees shall be entitled to the following temporary leaves of absence with pay each school year:

A. **Bereavement Leave - Immediate Family**

In case of the death of a professional employee's spouse, child, step child, parent, step parent, or domestic partner who has resided in the employee's household for the prior twelve (12) consecutive months prior to the domestic partner's death, the professional employee will be allowed an absence with pay of up to five (5) calendar days for bereavement including the day of the funeral. In case of the death of a professional employee's sibling, step-sibling, mother/father-in-law, grandparent, grandchild, sister/brother-in-law, the professional employee will be allowed an absence with pay of up to three (3) bereavement days including the day of the funeral. Bereavement days must be taken within five (5) calendar days immediately following the death.

In the case of the death of an aunt, uncle, niece, or nephew of a professional employee or spouse of a professional employee, an absence of one (1) calendar day to attend the funeral. No Bereavement leave will be paid for any day during school vacation weeks. Notwithstanding the above, for cremation, the three (3) bereavement days need not be consecutive, and not necessarily be within the five (5) day framework.

B. **Personal Leave**

1. Professional employees shall be granted two (2) days of personal leave annually. Such days shall be prearranged with the Principal or Supervisor whenever possible.

Additional leave may be granted at the discretion of the Superintendent.

2. Unused personal days will be added to accumulated sick leave for the following school year if the professional employee does not have maximum accumulation. If a professional employee is at maximum accumulation, the unused personal leave will be credited to sick leave for buy-back purposes only, under Article 16, Section F.

C. **School Visitation**

The Superintendent, without referral to the School Committee, may grant permission to professional employees to visit schools in the city or elsewhere without loss of pay when, in the opinion of the Superintendent, the best interests of the New Bedford Public Schools will be advanced thereby. However, not more than two (2) such visiting days may be allowed any professional employee in one school year, and any expenses incurred shall be paid by the professional employee requesting the permission.

D. **Religious Policy**

Existing religious policy on leave will be continued.

E. **Jury Duty**

If professional employees are required to serve jury duty during times that school is in session, the Committee shall guarantee to make up the difference between what the court pays and the professional employee's regular daily pay. The professional employee will submit to the payroll office a voucher of his/her earnings attributed to jury duty.

F. **Court Appearance**

1. When a Professional employee is required to be absent from his/her assignment for a court appearance on matters connected with his/her official duties with the School Department, such absence shall not be deducted from his/her sick leave or personal leave.

2. If a professional employee is required by the Superintendent or his/her designee, or by subpoena, if required testimony relates to the official duties of a Teacher, to appear in court as a witness on school-related business during school vacations; i.e., Thanksgiving Recess, Christmas Recess, Winter and Spring Recess, or July or August, he/she shall be paid thirty dollars ($30.00), per hour for time spent in court, with a minimum of two (2) hours' pay for each day in court.

3. If a professional employee is required by the Superintendent or his/her designee, or by subpoena, if required testimony relates to the official duties of a Teacher, to appear in court as a witness on a school-related business after the normal workday,

he/she shall be paid thirty dollars ($30.00) per hour.

4. In the event an employee is required by subpoena to appear in court on matters not related to school business, the Superintendent may grant court leave, with pay, at his discretion.

G. **Assault Leave**

When a professional employee is injured as the result of an assault in the performance of his/her duties and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary for the first five (5) days of absence, and the professional employee shall not suffer loss of any sick days for this period of time. After the first five (5) day period, the School Committee shall, for the period up to thirty (30) days, pay the professional employee the difference of what Workers' Compensation pays and the amount the professional employee earns on a daily basis. During this period of time, the professional employee shall suffer no loss of sick days. After the thirty (30) day period, the School Committee shall pay the same difference in pay of what Workers' Compensation pays and what the professional employee earns on a daily basis, however, the professional employee will lose that percentage of what the School Committee pays in sick days. Example: Workers' Compensation pays 2/3, the School Committee pays 1/3, and the professional employee loses 1/3 of a sick day.

ARTICLE 18

EXTENDED LEAVE OF ABSENCE

A. **Volunteer Leave**

A leave of absence without pay of up to two (2) years will be granted to any tenured professional employee who joins VISTA as a volunteer, serves as an exchange teacher, or serves in the Peace Corps, and is a full-time participant in any such program. Upon return from such leave, a professional employee will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

B. **Military Leave**

Military leave not to exceed four (4) years will be granted to any professional employee who is inducted or enlists in any branch of the armed forces of the United States in accordance with the Universal Military Act. Upon return from such leave, a professional employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system.

C. **Parental Leave and Childrearing Leave of Absence**

1. A teacher who has worked in the school district for at least three (3) consecutive months is eligible for parental leave pursuant to the Massachusetts Parental Leave Act (MPLA). An eligible teacher who is seeking a parental leave shall notify the Office of Human Capital Services, in writing, as soon as possible, and shall request a leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, preferably no fewer than thirty (30) work days, but at least two (2) weeks before the leave is anticipated to begin.

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.

   All educators who have been employed by the New Bedord 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.

3. The federal Family and Medical Leave Act (FMLA) allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. The first eight weeks of FMLA run concurrently with the eight weeks of parental leave allowed under MPLA. An employee who is eligible for FMLA leave and who has taken eight (8) weeks of MPLA may elect to take an additional four weeks of unpaid leave under FMLA. FMLA leave for the birth/adoption of a child cannot be taken on an intermittent basis.

4. A teacher who is pregnant may continue in active employment as late into the teacher's pregnancy as the teacher desires provided that the teacher is able to properly perform the required functions of the teacher's position. Teachers who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the teacher to be absent from work may use accrued sick time and such sick leave time may also count toward the teacher's FMLA leave. Such teacher must provide adequate medical documentation to the Office of Human Capital Services.

5. During the unpaid portion of MPLA and/or FMLA, the Committee will maintain the teacher's

health insurance benefits. The employee will continue to be responsible for the employee's percentage of the health insurance premiums.

6. A teacher who has been employed by the school district for at least three (3) consecutive years who wishes to extend leave beyond the period provided by the FMLA and/or MPLA, must notify the Executive Director of Human Capital Services at least ninety (90) calendar days prior to the date extended childrearing leave is to begin of the teacher's request to take an extended childrearing leave. A teacher may request an extended childrearing leave of up to one (1) work year or an extended childrearing leave of up to two (2) work years. The end of the extended childrearing leave must coincide with the start of the teacher's work year and the teacher must return to work at the start of a work year. Upon the teacher's return from extended childrearing leave, the teacher will be placed in the teacher's former position if such position is available or if such position is no longer available to a comparable position. A teacher on an extended childrearing leave cannot return during the extended childrearing leave period without the approval of the Superintendent whose decision shall be final. If the Superintendent approves the early return, the teacher will be assigned to a position in the bargaining unit but not necessarily the teacher's former position or a comparable position. Extended childrearing leave is unpaid and is without benefits.

7. If the teacher fails to return to duty on the expiration of the extended childrearing leave, the teacher will be deemed to have voluntarily resigned from the teacher's employment with the school district.

8. Upon written application of a teacher, a parental leave or childrearing leave may be extended or curtailed if unusual conditions exist, at the discretion of the Superintendent.

9. A teacher who worked ninety-one (91) days of the school year will, upon return to work, be given credit for a full year's work on the salary schedule. A teacher, who worked 150 days of the school year will, on the teacher's return, be given credit for a full year's work on the longevity schedule. However, the teacher will not earn sick leave while on unpaid parental or childrearing leave.

D. This section D intentionally left blank.

E. **Family Medical Leave Act (FMLA)**

1. The leave provisions set forth in other sections of this Agreement will prevail except in those instances where the FMLA provides greater benefits. Unpaid leaves of absence under the Agreement are inclusive of benefits provided under FMLA.

2. The Committee shall not require the use of personal leave or sick leave, as set forth in Articles 16 and 17 of this Agreement, as a condition of taking an FMLA leave, but, if used, said personal or sick leave shall be inclusive of benefits provided under FMLA.

3. Where both spouses are employed by the School Department, they are entitled to a combined total of twelve (12) weeks leave for: (1) birth, adoption or foster care; or (2) in order to care for a parent with a serious health condition.

4. When both spouses are employed by the School Department, each employee is entitled to a twelve (12) week leave, without counting leave time taken by the other spouse, for their own serious health condition or to care for their child.

F. **Leave for Family Illness**

A leave of absence without pay or increment of up to one (1) year will be granted to a professional employee with PTS for the purpose of caring for a sick member of the immediate family. Immediate family is defined in Article 17, A.

G. **Personal Illness**

Any professional employee with Professional Teacher Status whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness not to exceed one (1) year. Upon return from such leave, every effort will be made to assure that the professional employee is assigned to the same position he/she had before taking the leave, if available.

H. **Maintenance of Rights**

All benefits to which a professional employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, provided that the professional employee returned to service immediately upon the expiration of his/her leave.

I. **Request for Leave**

In unusual or grave personal circumstances or for the purpose of restoration of health, professional improvement, special educational service, or military service other than those cases specifically covered above, a professional employee with PTS may, upon the recommendation of the Superintendent be granted a limited leave of absence without pay when such leave seems to be in the best interests of the school system as well as of the individual professional employee.

J. **Extension of Leave of Absence**

All requests for extended leave will be applied for and granted in writing.

K. **Presidency Leave**

The President of the New Bedford Educators Association Inc. shall be granted a leave of absence, without pay, from his/her teaching position for the duration of the elected term. Upon leaving office, the professional employee shall return to his/her former position without loss of any benefits, except that if such leave exceeds four (4) consecutive years the President shall return to a similar position without loss of benefits. The provisions of this leave are covered under M.G.L., Chapter 32, Section K.

The Committee agrees to continue to pay seventy-five percent (75%) of the health insurance premium for the President of the New Bedford Educators Association.

L. **One Year Leave of Absence**

The Superintendent shall grant a request from Professional Employees for a one year leave of absence without pay.

1. The request shall be made no later than April 1 prior to the commencement of the leave of absence. This provision may be waived at the discretion of the Superintendent

2. The leave of absence shall be for one full school year and shall commence at the beginning of the school year.

3. No more than ten (10) requests may be granted for a school year. Requests may be granted in excess of ten (10) at the discretion of the Superintendent.

4. No professional employee may be granted a one year leave under this mandatory provision more than once. The Superintendent may waive this requirement at his/her discretion.

5. In the event more than ten (10) requests are made for one school year, the Superintendent shall approve requests based upon the needs of the school department. The decision of the Superintendent, in this section K. 5 only, shall be final and not subject to grievance and/or arbitration.

M. An employee on maximum salary step going on leave shall return to the new maximum step.

ARTICLE 19

SABBATICAL LEAVE

A. **Condition for Leave**

A professional employee with PTS may, upon the approval of the Superintendent, be granted a sabbatical leave of absence for a period not to exceed one (1) year for the purpose of advanced study at any accredited institution of higher learning.

B. **Procedure for Request**

An applicant for sabbatical leave shall, on or before the April 1st immediately preceding the school year for which sabbatical is desired, submit to the Superintendent a written application for such leave. The application shall state the professional employee's reasons for requesting the leave, and shall include a description of the study/programs that he/she plans to engage in while on leave. The Superintendent shall decide which applicants shall be granted sabbatical leave and shall notify each applicant, in writing, of his/her decision no later than May 1st of the same school year.

C. **Criteria**

In considering an application for sabbatical leave, the Superintendent shall apply the following criteria:

1. Years of service in the New Bedford Public Schools.

2. Type of research or study planned.

3. Educational value of the proposed research or study to the New Bedford School Department.

4. The relationship of the proposed research or study to the professional employee. Sabbatical leave shall not be recommended for the purpose of acquiring a Master's Degree.

   Failure of an employee to complete the program of research or study, as agreed in writing between the applicant and the Superintendent, shall result in a reimbursement of the appropriate percentage of the salary paid based upon the pro-rata schedule of the program not completed.

D. **Compensation**

A professional employee on sabbatical leave shall be paid fifty percent (50%) of the annual salary which he/she would have received if he/she had remained on active duty with the Committee, exclusive of any supplementary compensation which he/she may have been receiving in addition to his/her regular salary. During the time a professional employee is on sabbatical leave, he/she shall continue to receive the same health insurance benefits and group life insurance benefits he/she was receiving prior to going on said leave.

E. **Requirement For Service Upon Return**

Prior to the granting of the sabbatical leave, the professional employee shall enter into a written agreement with the Superintendent that, upon the termination of such leave, he/she will return to service in the New Bedford Public Schools for a period equal to twice the length of the sabbatical leave, and that, in default of completing such service, he/she will refund the City of New Bedford an amount equal to such proportion of salary received by him/her while on said leave, as the amount of service agreed to be rendered. This Section shall not apply to employees who are excused by the Superintendent from this requirement for serious reasons.

F. **Maintenance of Rights**

Upon return from sabbatical leave, the professional employee will be placed on the Salary Schedule at the step which he/she would have achieved had he/she remained actively employed in the New Bedford School System, and will have restored to him/her all benefits to which he/she was entitled at the time the sabbatical leave commenced, including unused, accumulated sick leave, and will be assigned to the same teaching position held at the time said leave commenced, if such position exists, or if it does not exist, to a substantially equal position. No sick leave will be earned during a sabbatical leave.

ARTICLE 20

FACILITIES

A. **Policy**

Each school shall have the following facilities to the extent that such facilities can be provided without cost for new construction or major renovation of existing facilities or expenditure for new equipment:

1. Space in each classroom in which professional employees may safely store instructional materials and supplies;

2. A professional employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. An appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned professional employee work area.

B. **Classroom Facilities**

The Committee shall provide a serviceable desk, chair, file cabinet and necessary keys for the professional employee in each classroom.

C. **Rest Rooms**

There shall be well-lighted, clean, and properly equipped professional employee restrooms as well as a restroom in the Nurse's office in each school with necessary keys.

D. **Parking Facilities**

In those schools where parking facilities exist and space is available, an adequate portion of such facilities shall be reserved for professional employee parking. The Committee will be responsible for policing and enforcing parking regulations.

E. **Office - Guidance Counselors**

Each guidance counselor shall be provided with an appropriately furnished private office as soon as practicable.

F. **Office - Pupil Personnel**

An appropriately furnished private office will be provided in each building for the exclusive use of specialists from Pupil Personnel Services as soon as practicable. The Committee will make every effort to provide a private area for telephone use, in each school building for specialists' use.

G. **Health and Safety**

A Health and Safety Committee consisting of two (2) administrators and three (3) members of the Association shall meet quarterly to discuss matters of concern within the classrooms and/or buildings. The protocol and forms for reporting classroom and/or building concerns are accessible on the New Bedford School Department's Portal and the NBEA's website.

H. **Classroom Technology**

Teachers shall have access to adequate and functioning technologies in the classroom. If changes to current technology are planned, the teacher shall be given adequate notice to prepare for the implementation of the new technology.

ARTICLE 21

PROTECTION

A. **Reporting Assault**

Professional employees will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the Principal of the school who shall then forward the assault report to the Superintendent of Schools. Principal shall call in Police to take assault report from a teacher at the discretion of the teacher either during school time or at the end of the workday. The Committee will pay the fee for filing said report. Reimbursement for such filing shall be granted no later than sixty (60) days, following the submission of such request.

The Committee recognizes that professional employees have a right to a safe working environment, including the right to be free from threats and/or the manifestation of violence from students. If the building principal or superintendent fails to take action to remove the threat, the Association can invoke rights guaranteed under Article 26, Grievance Procedure. (Reference: Article 29, General, B. Discipline of Students)

B. **Availability of Information**

This report will be forwarded to the Committee, which will comply with any reasonable request from the professional employee for non-privileged information in its possession relating to the incident or the person involved.

C. **Insurance Coverage**

The Committee agrees to maintain existing levels of insurance covering any automobiles used by an employee in the course of their employment.

D. **Protection**

Professional employees who suffer loss of, or damage to, personal property in the course of performing their duties may petition the Committee for reimbursement.

E. **Indemnification Insurance**

All professional employees will continue to be covered by the provisions of M.G.L. c.258 as it is now in force or hereinafter amended.

F. **Anti-Bullying Policy**

The School Committee Policy will be posted on the District and the NBEA websites.

ARTICLE 22

ACCIDENT BENEFITS

Whenever a professional employee is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation Laws, caused by an accident arising out of, and in

the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which sick leave pay is paid. In the absence of such election, such professional employee shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payments he/she may receive for temporary disability due to injury. An employee may elect to draw upon such wages as have been earned by said employee prior to his/her injury and withheld for payment as so called "summer monies", during that period of time between the occurrence of the injury and the determination by the City Solicitor as to coverage by Workers' Compensation. An employee who makes such an election must take his/her remaining "summer monies" as a lump sum payment.

ARTICLE 23

NON-CERTIFIED PROFESSIONAL EMPLOYEES

A. **Professional Employees with Degrees, Not Certified**

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.

B. **Benefits and Protections**

Non-Certified professional employees under waiver shall receive all of the benefits and protections provided for regular professional employees in this Agreement.

C. **Salary Upon Obtaining Certification**

Upon proof that certification requirements have been completed and sent to DOE for approval, non-certified professional employees under waiver shall be advanced to the step on the regular professional employees' salary schedule that they would have attained had they been certified when they commenced teaching in the school system.

In the event certification is not attained, the professional employee will return any excess salary received.

D. **Exemptions**

Any employee exempted from certification requirements by state or federal statutes and/or regulations made pursuant to such statutes shall be compensated and advanced on the salary schedule at the same rate as certified professional employees if said statutes or regulations so provide.

ARTICLE 24

SUMMER SCHOOL AND EVENING SCHOOL

A. **Openings**

Openings for summer school and evening school professional positions shall be posted electronically to all staff via District email.

B. **Appointments**

Teaching positions in the summer school and evening school will, to the extent possible, be filled first by regularly appointed professional employees in the New Bedford School System.

It is understood that the rates listed herein for "Certified Professional Employees" shall be paid if the professional staff member is currently certified by DOE. Professional staff members hired without a DOE certification or on a "waiver by DOE" will not receive the "certified" rate.

C. **Compensation**

SUMMER SCHOOL	**7/1/25**
Certified Professional Employees	See Appendix A, Schedule F
EVENING HIGH SCHOOL Extension Program	**7/1/25** 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	**7/1/25**
Certified Professional Employees	See Appendix A, Schedule F

Teachers will receive payment for the one-half hour per week for preparation time completed within the school building.

D. **Reappointment**

Reappointment shall not be arbitrarily denied.

ARTICLE 25

USE OF SCHOOL FACILITIES

A. **School Facilities**

In accordance with the Committee's usual policies on building use, the Association shall have the right to use school buildings without cost, except for custodian's fees, at reasonable times outside of school hours for meetings.

The Association may schedule up to five (5) after-school meetings per year without custodian costs, regarding school-related business, for school personnel.

B. **Association Notices**

The Association, as the exclusive bargaining agent, shall have the right to place notices, circulars, and other material on faculty bulletin boards in the schools and in the mailboxes of professional employees. It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of material for the Association.

ARTICLE 26

GRIEVANCE PROCEDURE

A. **Definition**

A grievance is a claim based upon an event or condition, which affects the welfare and condition of employment of any employee or group of employees and the interpretation, meaning or application of any term of this Agreement.

B. **Time Limits**

1. All time limits herein shall consist of calendar days exclusive of legal holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing. In the event a grievance is reported which cannot be resolved to the satisfaction of the Association using the time limits set out herein, prior to the termination of this Contract, and no succeeding contract has as yet been signed by the parties hereto, then the Association may submit the grievance directly to arbitration.

2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.

3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

4. When a grievance arises, the grievance must be filed within thirty (30) days from the day of the event upon which the grievance is based or from the date when the professional employee had or should have had knowledge that he/she is aggrieved.

C. **Adjustment of Grievances Level One**

A professional employee with a grievance shall, with or without a representative of the Association, present it to his/her Principal and/or immediate supervisor within the time limit specified in Paragraph B.4. Should the grievance involve a decision of the Superintendent of Schools, or the School Committee, it may be commenced at Level Two of this procedure.

Level Two

In the event that the grievance shall not have been disposed of at Level One to the satisfaction of the aggrieved employee(s), or in the event that no decision has been reached within seven (7) days after presentation of the grievance to the immediate Supervisor and/or Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within fourteen (14) days after the issuance of the unsatisfactory disposition or the expiration of the seven (7) day time limit provided herein, whichever comes first. Within fourteen (14) days after the receipt of the written grievance by the Superintendent, he/she or his/her designee shall meet with the aggrieved employee(s) and representatives of the Association in an effort to settle the grievance.

Level Three

In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within twenty-one (21) days after the Level Two meeting, the grievance shall be referred, in writing, to the School Committee within twenty-one (21) days after the issuance of the unsatisfactory disposition or the

expiration of the twenty-one (21) day time limit provided herein, whichever comes first.

Within twenty-one (21) days after receipt of the written grievance, the School Committee or its designee will meet with representatives of the Association in an effort to settle the grievance. In the event that such a hearing is held by designees, the decision shall be in writing and approved by the School Committee prior to its issuance. The grievant shall be granted a hearing by the full School Committee at his/her request on any disciplinary matter.

Level Four

In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within twenty-one (21) days after the Level Three meeting, the Association may refer the grievance, in writing, to the American Arbitration Association for arbitration under their rules, within twenty-one (21) days after the written issuance of the unsatisfactory disposition, or the expiration of the twenty-one (21) day time limit provided herein, whichever comes first. The results of such arbitration shall be final and binding on both sides.

D. **General Provisions**

1. The Association shall have the right to use, in its presentation at any level of this grievance procedure, any representatives of its own choosing.

2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

4. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.

5. No reprisals of any kind will be taken by the School Committee or the school administration against any professional employee because of his/her participation in this Grievance Procedure.

6. The School Committee and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested for the processing of any grievances.

7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

8. If a grievance affects a substantial portion of the membership of a group or class of

professional employees, the Association may submit such a grievance, in writing, to the School Committee directly, and the processing of such a grievance will be commenced at Level Three.

9. All decisions rendered at Levels One, Two and Three of the Grievance Procedure, will be in writing, setting forth the decision and the reasons therefor, and will be transmitted promptly to the grievant and/or the Association.

10. The powers of the Arbitrator are limited as follows:

    a. He/she shall have no power to add to or subtract from or modify any of the terms of the Agreement.

    b. He/she shall have no power to set standards or policy or to decide any questions which, under this Agreement, are within the responsibility of the Committee to decide.

    c. He/she shall confine his/her decision to the subjects submitted for arbitration.

11. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee(s) from discussing his/her grievance informally under the Grievance Procedure, and from having his/her grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment to state its views. The Association may appeal any adjustments inconsistent with the terms of this Agreement made pursuant to this paragraph directly to binding arbitration pursuant to Level Four of the Grievance Procedure contained herein. Further, no dispute may be submitted to binding arbitration without consent of the Association.

ARTICLE 27

DUES DEDUCTION

A. **Association Dues**

The Committee agrees to deduct from professional employees' salaries dues to the New Bedford Educators Association, Inc., the Massachusetts Teacher's Association, and the National Education Association and to transmit the amount so authorized to the Treasurer of the New Bedford Educators Association, Inc.

B. **Authorization**

Each professional employee who desires to authorize such deduction shall file with the

Financial Secretary of the New Bedford Educators Association, Inc., a signed and dated "New Bedford Educators Association Payroll Deduction Authorization Form" authorizing the Treasurer of the City of New Bedford to deduct from his/her weekly earnings and to remit to the Treasurer of the New Bedford Educators Association, Inc., an amount of money equal to the dues required for membership in the organizations so specified, a waiver of all right and claim against the Committee and the City of New Bedford and the officers and agents thereof for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized unless such professional employee notifies the Financial Secretary of the New Bedford Educators Association, Inc., in writing, of his/her desire to discontinue or to change such authorization, such notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.

C. **Payment**

Deductions shall be made bi-weekly beginning with the second payday in October of each year.

The Association agrees to save the City harmless from any action growing out of these deductions and commenced by any employee against the City and assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized responsible Association official.

D. **Employee Absences**

If a professional employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him/her for a pay period, no deductions will be made from that professional employee for that period. These deductions will be made up at the completion of the regularly scheduled dues deduction period, upon notification by the Union.

E. **Other Deductions**

Deductions will be allowed at the request of the professional employee for the following: New Bedford Credit Union, Massachusetts Teachers Association Credit Union, Life Insurance, Dental Insurance, and annuity programs, as soon as practicable.

F. **Employee Deductions**

The Committee will deduct from the paychecks of employees who so indicate in writing, an amount to be forwarded to the Association for participation in insurance programs offered and administered by the Association.

ARTICLE 28

CONSULTATION

A. **Consultation with School Committee**

The School Committee agrees that if requested by the Association it shall meet in special session for the purpose of discussion on matters as determined by the Association, no more than four (4) times a school year. The Association agrees that it will provide the School Committee with a list of the topics, which it wishes to discuss with the Committee. Any contemplated changes of policies or regulations will be provided to the Association ten (10) days prior to submission to the School Committee.

B. **Advisory Committees**

1. Advisory Committees will be formed in each school building each September. The names of those elected will be submitted to the NBEA and the Principals by the Faculty Representatives. The purpose of these Committees is to improve lines of communication and to promote a free exchange of ideas to facilitate the educational process in the school buildings. These committees shall address issues of common concern in the building, including but not limited to discipline, scheduling, money collection, health and safety, and professional employees doing administrative duties.

2. As part of the responsibilities of the Advisory Committee, at the beginning of each school year, each Advisory Committee will recommend the agenda and/or content of at least two (2) of the Professional Development days referred to in Article 12, B.1. to the Management Association Committee on Employee Relations. This recommendation will include input from the Principal and faculty within each building.

3. Each Advisory Committee shall submit a quarterly report of all meetings and recommendations to the staff in the building and to the Chairpersons of the Management/Association Committee on Employee Relations. These reports will be from the whole Committee. These reports shall be completed by a member of the Committee other than the principal. The reports of the Advisory Committee shall be signed by all members, prior to release. Said Committees may file additional reports as they deem necessary. Each Advisory Committee will be comprised of three (3) to five (5) professional employees elected by the staff in each building. In addition, the Principal shall be a member of the Advisory Committee.

C. **Management/Association Committee on Employee Relations**

There shall be established a committee at the system wide level to be known as the Management/Association Committee on Employee Relations. Such Committee shall be composed of six (6) members: three (3) representing the School Department and three (3) representing the Association. The Superintendent shall be the chairperson for the school administration and the Association President shall be the chairperson for the Association. The Superintendent shall name the other two administrators to the Committee and the

Association President shall name the other two unit members of the Committee. The Superintendent may appoint an administrator(s) from Unit B to serve on the Committee. If no member of Unit B is appointed, the members of Unit B may appoint a member to attend all meetings of said Committee.

The purpose of said Committee shall be to receive any recommendations made by the Advisory Committees and to discuss matters of mutual concern to the employees and the employer. There shall be at least one meeting per quarter during the school year with the chairperson alternating between the School Department and the Association. Provided, however, whenever the parties mutually agree that there is no need for a meeting during a quarter, there shall not be a meeting. A report will be distributed to all professional employees in all buildings.

Both parties may submit items for the agenda to the Chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings.

It is understood that said Committee shall have no power to negotiate, alter or amend the terms of this Agreement. The actions of said Committee shall not establish any binding past practice upon the School Committee or the Association.

ARTICLE 29

GENERAL

A. **Association Rights**

The Committee shall not discriminate in any way against any professional employee by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under the Agreement.

B. **Committee for Discipline**

A Committee for Discipline shall be established with five (5) members appointed by the Employer, including three (3) administrative employees from Central Administration and two (2) building Principals and five (5) members of the NBEA to be appointed by the NBEA President.

The Committee shall be charged with reviewing the current system wide discipline policies and procedures, including the provisions for the implementation of said policies and procedures and shall establish new policies and procedures and provisions for implementation of such as the need for shall be determined by said Committee.

The Committee shall meet at least four (4) times during each school year and shall report to

the School Committee at least once annually or more frequently if needed.

C. **Committee Agenda/Minutes**

The Committee will provide the Association with an advance copy of the agenda for each official Committee meeting and a copy of any supplementary agenda. Minutes of the School Committee Meeting will be provided to the Association.

D. **Committee Rights**

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed or retained by the School Committee except where such right, power or duty is modified, amended or limited by this Agreement.

E. **Separability Clause**

If any provisions of this Contract or any application of the Contract to any professional employee or group of professional employees shall be found contrary to law, then such provisions or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Nothing in this section shall act so as to diminish the supremacy of this Collective Bargaining Agreement as established in Section 7 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

F. **Association Business**

1. The President of the New Bedford Educators Association, Inc., and his/her nominee(s) shall have release time for Association business. Time for such Association activities shall be granted without loss of pay for an aggregate of not

   more than twelve (12) school days per individual. The maximum aggregate for the Association shall be thirty (30) school days. Professional employees shall also be allotted time to attend educational conferences, if approved by the Superintendent.

2. Further, Association officers, executive board members, building representatives or other Association members needed for Association business, shall be given such reasonable additional time as is necessary to perform such business, provided that the Association shall reimburse the Committee for the cost of any substitutes required by absences in excess of the individual or total aggregates as hereinbefore provided. Such days shall be prearranged with the Superintendent or his/her designee, whenever possible.

3. The President shall have access to the Administrative Portal.

G. **Modification**

The parties hereby agree that this Contract may be amended or modified by mutual agreement. Any agreement so reached shall be reduced to writing and made a part of this contract.

H. **Visitors**

No professional employee shall be required to admit any visitor or parent unless 24 hour notice has been provided, except in an emergency situation. Any meeting or conference with a parent shall be held in a private area separate from the Teacher's classroom.

Administrators or personnel employed by the New Bedford School System shall provide notice as far in advance as practicable to the professional employee.

I. **Reports and Surveys**

The Committee agrees to supply the Association with one (1) copy of all reports and surveys, open to the public, conducted by or for the New Bedford Public Schools.

J. **Non-Discrimination**

All decisions relative to professional employees shall be made without regard to age, creed, color, religion, nationality, marital status, sex or ancestry, unless such considerations are based on a bona fide occupational qualification.

K. **Massachusetts Department of Education Directives or Notices**

The Superintendent shall send copies to the Association of directives or notices from the Massachusetts Department of Education which change, vary or alter the existing contract or policies affecting working conditions of professional employees.

L. **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 lst 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 scrob 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, as long as the regulation nursing/laboratory coat is worn on top.

M. **Names of Unit Members**

The Committee agrees to provide the names of all Unit A professional staff members and their assignments for each year of the Agreement to the New Bedford Educators Association "not later than September 30th of each school year and if possible, by September 15 of each school year.

N. **Statement – Professional Attire**

The Superintendent and the President of the NBEA, on an annual basis, will make a joint written statement to be distributed to all staff concerning appropriate professional attire.

ARTICLE 30

STUDY COMMITTEE

A. **Policy**

The School Committee and the Association desire to encourage the active participation and cooperation of the professional employees in the development and implementation of the best possible educational program for the school children of New Bedford.

B. **Establishment**

To enhance this development, study committees will be established, by mutual agreement, when requested by either party to this contract.

C. **Composition of Committees**

Each study committee will consist of six (6) people, three (3) of whom shall be appointed by the School Committee and three (3) by the New Bedford Educators Association, Inc.

D. **Conduct of Committees**

Each committee shall be responsible for electing its own chairperson and calling its own meetings. Each Committee shall make at least one concise interim report every thirty (30) days.

E. **Appointment by Parties**

Nothing in this Article shall require either the School Committee or the Association to appoint any members or establish any study committees for the purposes intended by this Article.

F. **Reports**

Any final report from the study committees will be sent to the President of the Association and the Superintendent or his/her designee.

G. **Study Committee**

When a Search Committee is created, a representative of the NBEA, appointed by the President, will sit on all Search Committees for Administrative Personnel.

ARTICLE 31

ORIENTATION OF NEW STAFF

A. **Address New Staff**

On the day prior to the opening day of school, the President of the Association and/or his/her designee will be provided time to address the annual assembly of the new staff.

B. **Association Participation**

If a formal program is provided by the school system for the orientation of new staff, adequate participation of Association representatives will be allowed.

C. **Names of Staff Members**

The names of all staff members and their building assignments will be provided to the Association prior to September 15, each year.

ARTICLE 32

PROFESSIONAL DEVELOPMENT

A. **Professional Development**

There will be four (4) professional development days built into the regular work year.

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.

B. **Course Reimbursement**

1. Effective July 1, 2022, the Committee shall reimburse a professional employee in an amount not to exceed One Thousand dollars ($1,000) in any contract year (July 1 – June 30) for a course approved in advance by the Superintendent or Assistant Superintendent and which in the discretion of the Superintendent/Assistant Superintendent is directly related to the employee's area of teaching responsibility. Computer courses are related to all areas of teaching responsibility. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent. In no event will a grade lower than "B" or "3.0" be reimbursable. A "B-" will not be reimbursed. Courses for reimbursement must be college credits although not necessarily graduate level credit. CEU's will not be reimbursable. All evidence must be received no later than June 1 for payment by June 30.

.

2. Notwithstanding the provisions of Section 1 above, the maximum amount to be expended by the Committee for such course reimbursement for each year of the contract (July 1-June 30) shall not exceed eighty thousand dollars ($80,000.00). Professional employees applying for course reimbursement will be chosen on a first come, first served basis. The Superintendent shall maintain a list of those employees who have made application for and been granted such reimbursement. The Superintendent will send an accounting of how much is in the fund on October 1st, February 1st and a final accounting on July 1st of each year.

3. This course reimbursement applies to courses taken for vertical or horizontal movement or taken to attain or maintain certification.

4. Professional employees who are required to submit verification of course work/payment shall provide a copy of such by accessing on-line validation through the Office of Human Capital Services. This copy shall serve as temporary proof until such time an official transcript is provided.

C. **New Bedford Educators Association Courses**

The New Bedford Educators Association, Inc. is authorized to establish courses of thirty hours for three (3) credits. The courses will be submitted to the School

Committee for their approval, which approval shall not be arbitrarily denied. These credits will be applied to all vertical and horizontal progression on the salary schedule. However, each professional employee in the New Bedford Public Schools may only participate in one (1) such course for credit per school year. NBEA, Inc. sponsored courses for which college credit is given shall not be limited.

D. **Payment of License Fees**

1. The Committee shall reimburse the cost of the required licenses for the Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Psychologists, School Adjustment Counselors, Nurses, and Athletic Trainers.

2. The School Committee agrees to reimburse the application fee and related professional development materials for any Nurse who successfully completes the National Certification Exam for School Nurses. The procedures for applying for course reimbursement outlined in Article 32 sections B.3., shall apply. A Nurse may not apply for course reimbursement in the same year.

3. The School Committee agrees to reimburse Nurses for the cost of any special license required as a condition of employment and reimburse him/her for any continuing education units taken at not more than three hundred dollars ($300.00) for every two
(2) years after providing proof of attendance.

   Payment will be made by the end of the fiscal year, (June 30), in which the course/continuing education units are earned provided that the proof of attendance is provided by June 15 to the Office of Human Capital Services.

E. **Certifications**

The Committee will provide, at no cost to any Nurse, and the Nurses shall participate in, annual CPR/AED certification.

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).

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.

H. **Teacher Led Professional Development**

Professional Development may be created and delivered by employees represented by Unit A on a voluntary basis. Each school year, the Principal/Administrator 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/Administrator to create and deliver professional development for that school year the educator will receive a stipend based on the number of presentation hours as follows:

1. The amount of one hundred and twenty-five dollars ($125.00) per Unit for producing and delivering up to three (3) hours of Professional Development.

2. The amount of two hundred and fifty dollars ($250.00) per Unit for producing and delivering more than three (3) hours of Professional Development.

3. Professional employees who elect to co-produce and/or co-deliver professional development shall share in the stipend for such work.

ARTICLE 33

PARAPROFESSIONALS

A. **Schedule of Paraprofessionals**

Professional employees shall be notified of the schedules of paraprofessionals assigned to their classrooms and will be advised, whenever possible, at least five (5) school days before a paraprofessional is reassigned from their classroom.

B. **Requests for Transfer of Paraprofessionals**

1. In the event a professional employee is assigned a paraprofessional whose performance of duties is disruptive to the classroom, the professional employee may submit to the Principal and/or Program Director a signed written statement containing specific reasons requesting that the paraprofessional be transferred from the classroom.

2. The Principal and/or Program Director shall promptly investigate the matter and confer with the professional employee and the paraprofessional. Within ten (10) school days of receipt of the request, the Principal and/or Program Director shall make a written determination on the request and submit a copy to the professional employee.In the event the professional employee disagrees with the Principal's and/or Program Director's determination, a written appeal may be submitted by the professional employee within five (5) school days to the Superintendent of Schools setting forth the specific reasons for disagreeing with the Principal's and/or Program Director's determination. The Superintendent of Schools shall make a

written determination within ten (10) school days and submit a copy to the professional employee.

ARTICLE 34

ATHLETIC COACHES

A. **Compensation**

The Committee agrees that the salary schedule attached hereto as Schedule F and made a part hereof shall apply to all athletic coaches covered by this Agreement.

B. **Appointments**

Employment as a professional employee in the New Bedford Public Schools shall be a prerequisite for all athletic coaching positions. If no qualified professional employee is available, the athletic coaching position may be filled by a person not employed as a professional employee.

C. **Evaluation**

All athletic coaches will be evaluated, in writing, at least once per year. The evaluation form shall provide space for the signature of the athletic coach, which will indicate that he/she has inspected the report and had ample opportunity to discuss it with his/her evaluator. His/her signature does not necessarily indicate approval thereof.

D. **Notice of Budget**

All athletic coaches will be notified by the Athletic Director, in writing, as to their annual budget appropriations.

E. **Termination of Appointment**

The School Committee agrees to give written notice, on or before April 15, to all athletic coaches whose services will be terminated for the following school year for the winter and fall sports. Notice for athletic coaches for spring sports will be provided on or before June 1

F. **Notice of Policies**

The Committee agrees to provide each athletic coach with a handbook or manual containing the current athletic policies as well as athletic coaching duties or to provide access to this material electronically.

G. **Intramural Athletic Coaches' Salaries**

Effective July 1, 2006 the rate shall be $20.00 per hour. This payment will be a stipend for

each position and the amount of each stipend will be determined by the number of hours required to fulfill the duties of the position.

ARTICLE 35

NO STRIKE OR LOCKOUT CLAUSE

A. **No Strike**

The Association agrees that it will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by professional employees. The Committee reserves the right to discipline, suspend, demote or discharge any professional employee or employees who violate the provisions of this Article.

B. **Rights Under Chapter 150E**

The School Committee agrees that they will not interfere with, restrain or coerce professional employees in the exercise of their rights guaranteed in Chapter 150E of the General Laws of Massachusetts. They will refrain from dominating or interfering with the formation, existence or administration of the Association. They will not discharge or otherwise discriminate against a professional employee because he/she has signed or filed an affidavit, petition, or complaint or has given any information or testimony relating to this Article.

C. **No Lockout**

The Committee agrees not to conduct a lockout during the term of this Agreement.

ARTICLE 36

BENEFITS

A. Pursuant to Chapter 32B, Section 19, the New Bedford Educators Association and the City have joined together under a binding agreement to form a Public Employee Committee. Based upon the terms of this PEC agreement, the health coverage for all active bargaining unit members and retirees shall be addressed and this agreement shall supercede any conflicting provisions under this or any future contract.

B. **Life Insurance**

The Committee shall provide to each professional employee group term life insurance of twenty thousand dollars ($20.000.00). The cost of seventy-five percent (75%) of the premium shall be paid by the City. Additional coverage may be purchased at the discretion and expense of the employee.

C. **Approved Leave of Absence Benefits**

Any professional employee on an approved leave of absence may maintain, at his/her expense, his/her health insurance or life insurance benefits on a voluntary basis.

ARTICLE 37

INSTRUCTIONAL MEDIA ASSISTANTS/ATTENDANTS

Instructional Media Assistants/Attendants shall be covered by all Articles of this Agreement as written except as follows:

1. Article 3 - No Coverage

2. Article 12, Section H - Secondary Professional Employee Workloads:

   a. Instructional Media Assistants shall have six (6) daily assigned periods.

   b. Instructional Media Assistants shall have a thirty (30) minute duty free lunch period and shall be assigned one (1) preparation period or one planning/common planning time per day.

Salary Schedule

Effective July 1, 2025

Step	Associates	Bachelors	Masters
Step 2	$39,915.00	$48,399.00	$59,563.00
Step 3	$41,390.00	$56,694.00	$58,001.00
Step 4	$50,356.00	$57,112.00	$58,430.00
Step 5	$51,480.00	N/A	N/A

Effective July 1, 2026

Step	Associates	Bachelors	Masters
Step 2	$40,913.00	$49,609.00	$50,802.00
Step 3	$42,425.00	$58,111.00	$59,451.00
Step 4	$51,615.00	$58,540.00	$59,891.00
Step 5	$52,767.00	N/A	N/A

Effective July 1, 2027

Step	Associates	Bachelors	Masters
Step 2	$41,936.00	$50,849.00	$52,072.00
Step 3	$43,486.00	$59,564.00	$60,937.00
Step 4	$52,905.00	$60,004.00	$61,388.00
Step 5	$54,086.00	N/A	N/A

ARTICLE 38

TITLE I PROFESSIONAL EMPLOYEES

This Article intentionally left blank.

ARTICLE 39

SENIORITY AND RECALL

A. **Definitions**

1. Whenever it is referred to in this Agreement, seniority is defined as a professional employee's length of service in years, months, and days from the initial date of employment as a professional employee in a position covered by the bargaining unit.

   In the event a professional employee has resigned and been reemployed, his/her seniority shall be counted from the date of the most recent date of employment. Professional employees shall be credited, for seniority purposes, with all time spent on authorized leaves of absence provided for in this Agreement.

2. A long-term substitute who has worked for more than 90 consecutive school days in a position during a school year and is hired under contract for a full time position at the beginning of the school year shall be placed on the seniority list with a seniority date effective with the 91st day of his or her employment as a long-term substitute.

   In accordance with past practice, any time spent under contract as a professional employee, prior to long term substitute service, shall not count towards seniority if the employee is hired under contract, subsequent to long term substitute service.

B. **Cases of Identical Seniority**

1. In cases involving professional employees who have identical seniority before January 6, 2000, the professional employee's date of appointment by the School Committee will serve as the first tie breaker. Effective January 6, 2000, the employee's initial date of employment as a professional employee in Unit A will serve as the first tie breaker. If there are still cases of professional employees who have identical seniority, the professional employees who have the higher level of education attainment, as recognized in Schedule A, shall be credited with the greatest seniority. If there are still cases of professional employees who have

identical seniority, a name lottery shall be held. Order of seniority shall be the order drawn. The lottery shall be conducted jointly by the Association and the School Committee. Members of the bargaining unit may be present at any such lottery.

2. In the event a professional employee enters a salary column which represents the acquisition of additional academic credits after a lottery has established the seniority ranking of professional employees on that column causing an additional tie in seniority, the professional employee who enters the column after the lottery shall be ranked below the ranking of the professional employees whose seniority date has been previously established by a lottery.

C. **Seniority List**

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within 90 days following the execution of this Agreement. An updated seniority list shall be supplied by the Committee annually thereafter by December 1. No professional employee's seniority shall be altered between revisions in the seniority list except to correct an error. Data not supplied to the School Department on or before September 15 shall not be credited to the employee's seniority. New professional employees shall be added to the list upon entry into the bargaining unit.

D. **Seniority Carried from Unit B**

Upon entering into this bargaining unit, Unit A personnel shall be fully credited with all seniority accrued while serving in positions covered by Unit B in addition to any Unit A seniority which such professional employees may have previously earned. Such professional employees may apply all seniority so earned and so credited in bidding on positions at the time of entry into Unit A.

E. **Recall**

1. Professional employees with PTS laid off due to reduction in force will be placed on the Recall List for two (2) complete years from the effective date of layoff.

2. Professional employees with PTS on the Recall List shall be deemed to be on an involuntary leave of absence from the New Bedford Public Schools for the duration of the recall period. In recognition of the fact that a layoff is treated as an involuntary leave of absence in this Article, a professional employee who accepts such leave in lieu of dismissal shall waive, in writing, any present or future rights to a dismissal hearing which he/she may have pursuant to Chapter 71, Sections 42 and 42(a). A professional employee may elect to have his/her layoff treated as a dismissal, in which case such employee shall be afforded any statutory rights which might apply.

3. Except as provided in paragraph 7 below, professional employees on the Recall List will be recalled to vacancies in the reverse order of layoff. Layoffs will be governed by the provisions of Article 13, Sections D 5 and D 6. Following the June 1st listing, before any new appointments are made, any vacancies that exist shall be offered to Teachers on the Recall List as follows:

   a. Elementary Teachers and Title I Teachers shall be recalled only to either positions at the elementary level (K-6) or the Title I area.

   b. Secondary Teachers shall be recalled only to vacancies in the same department from which they were laid off.

   c. Specialty Teachers; e.g., Bilingual, Special Education, Physical Education, Music, Art, etc., shall be recalled only to vacancies in the area and level from which they were laid off.

NOTE: Professional employees who are certified in discipline(s) other than the one from which they were RIF'd may, at the sole discretion of the Superintendent, be recalled in another discipline if there are no professional employees awaiting recall from that other discipline. A decision of the Superintendent shall not be the subject of a grievance or arbitration.

For example: If an English vacancy occurs and there are no professional employees on the English Recall List, but there is a teacher on the Social Studies Recall List who is certified in English, the Superintendent may recall the laid off Social Studies teacher to the English vacancy.

4. When a vacancy occurs to which a professional employee is entitled to be recalled, as set forth above, the appropriate employee on the Recall List will be notified, by Certified Mail, at his/her last recorded address. Failure to accept Certified Mail shall not be deemed reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days of the mailing date of the recall notice shall be considered a rejection of such offer, and the professional employee shall be dropped from the Recall List and terminated. The recall notice will include the date when the employee is to commence work. The employee who accepts recall must commence work on the date set forth in the recall notice unless prevented from doing so by illness, injury, or disability from which the professional employee is expected to return to work. During the recall period, no professional employee shall be dropped from the Recall List unless that professional employee failed to accept a position which is in the bargaining unit and which provided equivalent hours of employment to the position held by said employee at the time of layoff. It shall be the responsibility of the personnel on the Recall List to inform the Office of the Superintendent of Schools, in writing, of changes of address.

5. Professional employees on the Recall List shall be entitled to membership in any group health and/or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that pursuant to Chapter 32B, the professional employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the City for such professional employee.

6. Upon return to employment from the Recall List, professional employees will have restored to their accounts the same number of sick days which they had accumulated at the time of the layoff. Professional employees laid off during the school year, upon return, will be placed on the next step of the Salary Schedule if they had served for a minimum of ninety-one (91) days during the year of layoff.

7. Notwithstanding the procedures established in paragraph 3 regarding the order of recall by seniority, the New Bedford School Committee reserves the right to recall professional minority employees under its equal opportunity policy whenever, in the judgment of the Committee, a recall of a minority professional employee would be in the best interest of the New Bedford Public Schools.

ARTICLE 40

SICK LEAVE BANK

A. **Establishment**

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to professional employees who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using sick leave under Article 16, Section E, Extended Illness. Payment under the Sick Leave Bank shall be at the professional employee's per diem rate and the Bank will be charged one (1) full day.

B. **Funding**

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each professional employee who has agreed to participate in the Bank, and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each professional employee who has agreed to continue to participate in the Bank.

C. **Granting of Days**

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the professional employee may reapply for no more than an additional twenty (20) days. Requests for Sick Leave Bank days shall be submitted, in writing on the form set forth in Appendix D, to the Sick Leave Bank Committee, and shall include a written statement from the professional employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the professional employee will be absent from work.

Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

In administering the Bank and determining the amount of leave, the following general criteria shall be applied by the Committee:

a. medical evidence of serious extended illness;
b. prior utilization of eligible sick leave;
c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home or care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding with any appeal limited to an appeal to the Sick Leave Bank Committee itself.

D. **Membership**

Professional employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee, which will be available from building principals, the business office, and the personnel office. Notice will be provided by October 15 to professional employees as to their membership statute in the Bank. Professional employees wishing to join the Bank must submit an application for membership by November 1.

E. **Administration**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of six (6) persons; three (3) appointed by the Association, and three (3) by the Committee. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure.

F. **Workers' Compensation**

Professional employees who are drawing on Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

G. By December 1, the Association will receive an annual list of all sick leave bank participants.

H. The Sick Leave Bank Committee will develop written procedures for employees applying to the sick leave bank for benefits and for employees to appeal to the sick leave bank following a tie vote from the Sick Leave Bank Committee.

ARTICLE 41

DURATION

This Contract shall take effect as of the first day of July, 2025, and shall expire on the thirtieth day of June, 2028. Both parties agree to begin negotiations for a successor Contract commencing no later than December 1, 2027.

For the Committee	**For the Association**
_____	_____
_____	_____
_____	_____
_____	_____
Date:_____	Date:_____

APPENDIX A
SCHEDULE A TEACHERS SCHEDULE
Effective July 1, 2025

New Bedford Public Schools FY 2026						
Step	**BA**	**BA + 15**	**B30 / MA**	**MA + 15**	**MA + 30**	**CAGS / DOC**
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3	53,265	54,166	56,272	57,025	57,776	58,528
4	56,652	57,553	59,658	60,408	61,163	61,913
5	60,037	60,940	63,044	63,795	64,547	65,299
6	63,424	64,325	66,431	67,182	67,935	68,685
7	67,361	68,263	70,367	71,504	71,874	72,624
8	71,299	72,201	74,306	75,056	75,810	76,563
9	74,077	74,978	77,083	77,835	78,586	79,339
10	79,277	80,205	82,374	83,148	83,922	84,697
11	82,624	83,591	85,853	86,660	87,467	88,275
12	89,612	90,628	92,997	93,844	94,689	95,537
13	90,497	91,522	93,916	94,769	95,622	96,479
14	93,209	94,264	96,729	97,609	98,488	99,369

1. Payment for vertical progression or column placement for Bachelor Plus Fifteen (15) Credits, Masters, Masters Plus Thirty (30) Credits, CAGS, or Doctorate shall be made effective September 1 for the school year, if the professional employee submits his or her evidence for pay adjustment for vertical progression or column placement to the Personnel Office no later than October 1 of the school year. Evidence submitted subsequent to October 1 but no later than March 1 of the school year shall be made effective February 1 of the school year. Evidence for pay adjustment submitted after March 1 shall be made effective for September 1 of the following school year.

APPENDIX A
SCHEDULE A TEACHERS SCHEDULE
Effective July 1, 2026

New Bedford Public Schools FY 2027						
Step	**BA**	**BA + 15**	**B30 / MA**	**MA + 15**	**MA + 30**	**CAGS / DOC**
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3	-	-	-	-	-	-
4	58,068	58,992	61,149	61,918	62,692	63,461
5	61,538	62,464	64,620	65,390	66,161	66,931
6	65,010	65,933	68,092	68,862	69,633	70,402
7	69,045	69,970	72,126	73,292	73,671	74,440
8	73,081	74,006	76,164	76,932	77,705	78,477
9	75,929	76,852	79,010	79,781	80,551	81,322
10	81,259	82,210	84,433	85,227	86,020	86,814
11	84,690	85,681	87,999	88,827	89,654	90,482
12	91,852	92,894	95,322	96,190	97,056	97,925
13	92,759	93,810	96,264	97,138	98,013	98,891
14	95,539	96,621	99,147	100,049	100,950	101,853
15	96,494	97,587	100,138	101,049	101,960	102,872

APPENDIX A
SCHEDULE A TEACHERS SCHEDULE
Effective July 1, 2027

New Bedford Public Schools FY 2028						
Step	**BA**	**BA + 15**	**B30 / MA**	**MA + 15**	**MA + 30**	**CAGS / DOC**
1	-	-	-	-	-	-
2	-	-	-	-	-	-
3	-	-	-	-	-	-
4	59,520	60,467	62,678	63,466	64,259	65,048
5	63,076	64,026	66,236	67,025	67,815	68,604
6	66,635	67,581	69,794	70,584	71,374	72,162
7	70,771	71,719	73,929	75,124	75,513	76,301
8	74,908	75,856	78,068	78,855	79,648	80,439
9	77,827	78,773	80,985	81,776	82,565	83,355
10	83,290	84,265	86,544	87,358	88,171	88,984
11	86,807	87,823	90,199	91,048	91,895	92,744
12	94,148	95,216	97,705	98,595	99,482	100,373
13	95,078	96,155	98,671	99,566	100,463	101,363
14	97,927	99,037	101,626	102,550	103,474	104,399
15	99,389	100,515	103,142	104,080	105,019	105,958

APPENDIX A
SCHEDULE B

LONGEVITY

Section 1.

Eight hundred and fifty dollars ($850.00) additional shall be paid to each professional employee having completed ten (10) full school years on contract in the New Bedford Public Schools.

One thousand twenty five dollars ($1,025.00) 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 and seventy five dollars ($1,175.00) 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 and seventy five dollars ($1,275.00) 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 six hundred and twenty five dollars ($1,625.00) additional shall be paid to each professional employee having completed thirty (30) full school years on contract in the New Bedford Public Schools.

Two thousand and twenty five dollars ($2,025.00) additional shall be paid to each professional employee having completed thirty-five (35) full school years on contract in the New Bedford Public Schools.

For purposes of longevity, one hundred fifty (150) days shall be considered a full year. The longevity stipend will be paid in one lump sum on the second payday in December.

APPENDIX A
SCHEDULE C

	2016
Counselor in Guidance and Placement	$408.00
Elementary School Adjustment Counselor	$408.00

New Guidance and/or Adjustment Counselor appointees will not receive a differential.
Mentoring: $1,000.00 1st mentee; Additional $860 for every mentee thereafter

Mentor Trainer To be paid in accordance with Article 32, Section H Mentor Coordinator $2,500.00

APPENDIX A

SCHEDULE D

1. All Extra-Curricular positions that the District intends to fill will be posted via the method the District uses to advertise internal stipend opportunities. Posting will include the following: title, expected length of the role/program; qualifications; required job duties, and stipend amount. The District may post additional stipend extra-curricular positions, not listed below, as needed. All stipend extra-curricular will include the following: title, expected length/season of the role; qualifications; required job duties, and stipend amount.

2. All extra-curricular stipends will be paid in equal installments via biweekly payroll for the length of the program for which the stipend is for. Stipends will be prorated if the extra-curricular advisor does not work the entire length/season for which they are scheduled.

NEW BEDFORD HIGH SCHOOL EXTRACURRICULAR ACTIVITIES

UNIT I

EXTRA CURRICULAR ACTIVITIES	STIPEND AMOUNT Effective 7/1/22
Band	$7,000.00
Drama Club	$7,000.00
Assistant Band	$4,000.00
Choral	$4,000.00
Jazz Band	$4,000.00
WIMC-TV	$2,700.00
Yearbook	$2,700.00

UNIT II

EXTRA CURRICULAR ACTIVITIES	STIPEND AMOUNT Effective 7/1/22
Crimson Courier	$2,233.00
Majorettes	$2,363.00
Great Outdoors	$2363.00
Auditor	$1,836.00
Drill Team	$1,836.00
Rifle Team	$1,836.00
Color Guard	$1,574.00
Dance Line	$1,574.00
Key Club	$1,836.00
Honor Society	$1,443.00

Senior Class Advisor	$1,836.00
Dance Choral	$1,443.00
Show Choir	$1,443.00
Orchestra	$1,443.00
Foreign Language	$1,311.00
Assistant Choral	$2,363.00
Debate	$2,363.00
Engineering Academy	$1,800.00

UNIT III

EXTRA CURRICULAR ACTIVITIES	**STIPEND AMOUNT Effective 7/1/22**
Crimson Courier Asst.	$1,180.00
Junior Class Advisors	$1,180.00
Great Outdoors Asst	$1,180.00
Latin Club	$795.00
Graphic Arts	$795.00
Photography	$795.00
Global Awareness	$795.00
Usher Corps	$795.00
Spanish American	$795.00
Business Club	$795.00
Teen Stars	$795.00
International Club	$1,050.00
Junior Advisor	$795.00
Sophomore Class Advisor	$795.00
Freshman Class Advisor	$795.00
EMC II	$795.00
ALPHA	$795.00
SADD	$795.00
History Club	$795.00
Art Club	$795.00
Pep Club	$795.00
Shakespeare Club	$795.00
Inter-Club Council	$795.00
Computer Club	$795.00
Engineer's Club	$795.00
Bowling	$795.00
Chess	$795.00
Future Nurses Clubs	$795.00

APPENDIX A
MIDDLE SCHOOL EXTRACURRICULAR ACTIVITIES

CLUBS	STIPEND AMOUNT Effective 7/1/22
Student Council	$914.00
Yearbook	$795.00
Treasurer	$795.00
School Paper	$795.00
Drama	$795.00
All City **Jazz**	$795.00
Art Club	$795.00
Band	$795.00
Chess	$795.00
Choral	$795.00
Computer	$795.00
Concert Band	$795.00
Honor Society	$795.00
Jazz Dancing	$795.00
Latch Hook	$795.00
Marching Band	$795.00
Needlepoint	$795.00
Science Club	$795.00
Spirit Booster	$795.00
Traffic Squad	$795.00
Typing	$795.00
Watercolor	$795.00
Writer's Club	$795.00
History	$795.00
Pet Care	$795.00
Aerobics	$795.00
Calligraphy	$795.00
Conversational French	$795.00
Board Games	$795.00
Dance Line	$795.00
Sewing	$795.00
Majorettes	$795.00
PomPom	$795.00
Flag Unit	$795.00
Cheerleading	$795.00
All City Orchestra	$795.00
Tap Dancing	$795.00
Performing Arts	$795.00

CLUBS	Stipend Effective 7/1/22
Elementary Vocal Music	$795.00
Elementary School Band	$795.00

ELEMENTARY EXTRACURRICULAR ACTIVITIES

Extracurricular activities at the elementary level will be established within an elementary school by a Principal with the approval of the Superintendent or the Superintendent's designee for club and other activities. The rate of pay for each club advisor shall be in accordance with the following:

Number of Weeks	Total Number of Hours	Stipend Amount Effective 7/1/22
10 weeks; meeting once per week	Approximately 10 hours	$397.00
10 weeks; meeting twice per week	Approximately 20 hours	$795.00
20 weeks; meeting once per week	Approximately 20 hours	$795.00

The number of extracurricular advisors at the elementary school shall be as follows:
2 advisors at elementary schools with up to and including 299 students*
4 advisors at elementary schools with 300 to 599 students*
6 advisors at elementary schools with 600 students or more*

*The number will be determined by the October 1 census

APPENDIX A
SCHEDULE E
Coaches

1. All Athletic Coaching positions that the District intends to fill will be posted via the method the District uses to advertise internal stipend/coaching opportunities. Posting will include the following: title, expected length/season of the role; qualifications; required job duties, and stipend amount. The District may post additional athletic coaching positions, not listed below, as needed. All athletic coaching positions will include the following: title, expected length/season of the role; qualifications; required job duties, and stipend amount.

2. All Athletic Coaching stipends will be paid in equal installments via biweekly payroll for the length of the athletic coaching season for which the stipend is for. Stipends will be prorated if the coach/trainer does not work the entire length/season for which they are scheduled.

New Bedford High School Coaches

SPORT NAME	HEAD COACH STIPEND
BASEBALL	$7,000.00
BASKETBALL	$7,000.00
CHEERLEADING	$5,500.00
CROSS COUNTRY	$6,500.00
FIELD HOCKEY	$6,500.00
FOOTBALL	$10,500.00
GOLF	$4,000.00
GYMNASTICS	$4,971.00
ICE HOCKEY	$6,000.00
LACROSSE	$6,500.00
SOCCER	$6,500.00
SOFTBALL	$7,000.00
SPRING TRACK	$6,500.00
SWIMMING/DIVING	$6,500.00
TENNIS	$6,500.00
TRACK	$6,500.00
VOLLEYBALL	$6,500.00
WRESTLING	$6,500.00
WEIGHT TRAINER	$1,836.00
ATHLETIC TRAINER	$4,413.00 per season/max of $13,240.00

New Bedford High School Assistant Coaches – All Sports

First Year	50% of Head Coach's Stipend
Second Year	55% of Head Coach's Stipend
Third Year	60% of Head Coach's Stipend
Sixth Year	70% of Head Coach's Stipend

Middle School Sports

All Middle School athletic coaches will receive $1,000.00 (one-thousand dollars) per sport unless posted otherwise.

APPENDIX A
SCHEDULE F

Effective Date	Hourly Rate
July 1, 2025	**$45.00**
July 1, 2026	**$45.00**
July 1, 2027	**$45.00**

APPENDIX B

APPLICATION FOR SICK LEAVE BANK

Dear Members:

I hereby apply for_____additional sick days to begin_____and end on _____. My reason for the request is: _____

_____

_____

My present sick leave will be exhausted on: _____

and I am planning to return to my position on: _____

I have read the terms of the contractual agreement between the New Bedford Educators' Association and the New Bedford School Committee and I am a qualified member of the Sick Leave Bank. Signed: _____

Dated: _____

I hereby grant the members of the Committee permission to look into my attendance record for more accurate information as well as data concerning prior utilization of eligible sick leave.

Signed: _____

(Doctor's reports and additional backup information must be submitted with this application.)

Sick Leave Bank Committee Action

Approved _____
Disapproved _____ Number of Days _____

Date _____

PLEASE RETURN THIS APPLICATION TO: CHAIR SICK LEAVE BANK COMMITTEE IN CARE OF THE NEW BEDFORD EDUCATORS ASSOCIATION

APPENDIX C

DELETED

APPENDIX D

New Bedford Public Schools Educator Evaluation

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* Local Agreement

New Bedford Public Schools Educator Evaluation

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1) Purpose of Educator Evaluation

1. A) This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
2. B) The regulatory purposes of evaluation are:

    i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);

    ii) To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);

    iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

    iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**

A) *Administrator: Any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00 et. seq., and who is not employed under an individual employment contract. Administrator roles can include, but limited to, such roles as principal/vice principal, superintendent/assistant superintendent, district coordinators, department head and program directors.

B) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate knowledge and skills with respect to specific performance standards.

C) **Assessment of Student Learning, Growth and Achievement:** Any demonstration of student knowledge and skill attainment, which may include, but are not limited to, informal checks of student understanding, running records,

demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-staged project, etc.

D) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, occupational or physical therapists, and some reading specialists and special education teachers.

E) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education and may also include special education teachers and reading specialists who teach whole classes.

F) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any durations that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

G) <u>This Section intentionally left blank</u>

H) **DESE:** The Massachusetts Department of Elementary and Secondary Education

I) ***Educator(s):** Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.

J) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

I) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of the Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for ~~one or~~ two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least ~~30~~ 90 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory, developed by the Evaluator with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

K) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using evidence as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

L) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.

i) **Primary Evaluator/Principal** shall be the person who determines the Educator's performance ratings and evaluation. The primary Evaluator shall carry out the tasks identified in paragraph "ii" below if there is no supervising Evaluator. This person shall be the Evaluator.

ii) **Supervising Evaluator/Observer** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is primarily assigned or assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation and may add written comments.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the Educator, stating the reason for the change.

M) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

N) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).

O) ***Family:** Includes parents, legal guardians, foster parents, or primary caregivers.

P) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

Q) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

R) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to performance standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

> The term Team shall include, but not limited to: Elementary Grade Level Teams, Specialist Teams, Middle School Teams, High School Departments, Vertical Teams and Content Area Groups.

S) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

T) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected in June 2012.

U) *** Observation: A** data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the conditions of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article**.**

V) **Parties:** The Association and the School Committee are parties to this agreement.

W) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

X) ***Performance Standards:** Locally developed standards and indicators pursuant to MGL c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those defined in 603 CMR 35.03.

Y) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to MGL c. 71, § 41.

Z) This section intentionally left blank.

AA) **Rating of Overall Educator** Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

1. i) Standard 1:
2. ii) Standard 2:
3. iii) Standard 3:
4. iv) Standard 4:
5. v) Attainment of Professional Practice Goal(s)
6. vi) Attainment of Student Learning Goal(s)

BB) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. The rubric consists of:

1. i) **Standards:** Describes broad categories of professional practice, including those required in 35.03
2. ii) **Indicators:** Describes aspects of each standard, including those required in 35.03
3. iii) **Elements:** Defines the individual components of each indicator
4. iv) **Descriptors:** Describes practice at four levels of performance for each element

CC) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against performance standards and the Educator's attainment of goals set for in the Educator's Plan.

DD) ***Superintendent:** The person employed by the school committee pursuant to MGL71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

EE) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3a, b and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

FF) <u>This section intentionally left blank.</u>

3) **Evidence Used In Evaluation**

No later than September 30th or within 2 weeks of the start of employment all educators will be informed, in writing, of the evaluator responsible for their Summative Evaluation. At that time the Educator will be made aware of what priority/power elements, within the standards of the DESE approved rubric, will be used for the upcoming school year. Priority/Power elements may be District based, school based, department based or individually based. The use of priority/power elements does not limit the Evaluators ability to evaluate on all elements as defined by the DESE rubric. Educators will be responsible to show that they have evidence for each of the identified Priority/Power elements identified for Formative Assessment, Formative Evaluation and/or Summative Evaluation.

The following categories of evidence shall be used in evaluating each Educator:

A) Multiple measures of student learning, growth, and achievement, which shall include, but not limited to:

1. i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
2. ii) This section intentionally left blank.
3. iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
4. iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including, but not limited to:

5. i) Unannounced observations of practice of any duration.
6. ii) Announced observations of practice.
7. iii) Examination of Educator work products.
8. iv) Examination of student work samples.

C) Evidence compiled and presented by the Educator or the Evaluator relevant to one or more performance standards including, but not limited to:

i) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

2. ii) Evidence of active outreach to and engagement with families;
3. iii) Evidence of progress towards professional practice goal;
4. iv) Evidence of progress toward student learning outcomes goal.

D) Additional evidence relevant to one or more Performance Standards, including, but not limited to:

(i) Student Feedback - see # 24, below; and

(ii) Any other relevant evidence from any source that the Evaluator shares with

the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by DESE.

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, the district shall arrange training for all educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the Superintendent shall determine the type and quality of training based on guidance provided by the DESE.

B) By September 30th, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or Evaluator. Any Educator hired after the September 30th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

A) Prior to the start of the evaluation process, the superintendent, principal or designee shall conduct a meeting focused substantially on educator evaluation. The superintendent, principal, or designee shall:

i) Provide an overview of the evaluation process, including goal setting and educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year or in the following years.

7) Evaluation Cycle: Self-Assessment

A) Both the Self-Assessment and the Goal Setting shall be completed no later than October 31st of each school year. It is understood that the Self-Assessment portion must be completed prior to the beginning of the Goal Setting process.

Nothing herein shall prevent an Educator from expediting this process by completing the Self-Assessment and Goal Setting cycles prior to the October 31st deadline. Educators are encouraged to complete this process as soon as s/he is prepared.

B) Completing the Self-Assessment

1. i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 31 or within four weeks of the start of employment.
2. ii) The self-assessment includes:
    1. (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    2. (b) An assessment of practice against each of the four performance standards of effective practice using the district's rubric.
    3. (c) Proposed goals to pursue:

       (1st) At least one goal directly related to improving the Educator's own professional practice.
       (2nd) At least one goal directly related to improving student learning.

C) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 31 to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities

iii) Unless the Evaluator indicates that Educators in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

A) Every Educator has an Educator Plan that includes at least one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan. Goals

may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator..

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 31 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) The Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 31 or within six weeks of the start of their assignment in that school.

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 30. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts —Educators without PTS**

A) In the first years of practice or first year assigned to a school:

i) The Educator shall have at least one (1) announced observation during the evaluation cycle using the protocol described in section 11B, below.

ii) The Educator shall have at least four (4) unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three (3) unannounced observations during the evaluation cycle.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Educators with PTS**

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of ninety (90) calendar days but less than one year, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

i) Unannounced observations walkthrough may be in the form of partial or full-period classroom visitations. Learning Walks shall not be used for evaluative purposes.

ii) Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

iii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person or placed in an envelope in the Educator's mailbox, or delivered electronically, to the Educator.

iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other Educators at the discretion of the evaluator shall have at least one (1) Announced Observation.

1. A.

Announced Observations Pre-Observation

i) All educators shall receive a copy of the appropriate evaluation rubric(s) and any forms to be used for the overall evaluation.

ii) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

iii) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

a. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

b. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

B. Post-Observation

i) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

ii) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

1st Describe the basis for the Evaluator's judgment.
2nd Describe actions the Educator should take to improve his/her performance.
3rd Identify support and/or resources the Educator may use in his/her improvement.
4th State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment is replaced by the Formative Evaluation at the end of year one. See section 13, below.

C) The Formative Assessment provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on the four standards of practice and overall, or both.

D) The Formative Assessment date shall be set by the Evaluator. The Educator shall be informed of this date by the Evaluator, in writing. At the same time the Evaluator will inform the Educator of what evidence, related to the power/priority elements and/or educator goals, they wish to review in advance of the Formative Assessment. The Educator will be provided 10 school days' notice before evidence is due to be submitted to the Evaluator. The Evaluator should review collected evidence prior to preparing the Formative Assessment.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Assessment.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face to face or to the Educator's school mailbox in an envelope, or electronically to the Educator.

G) The Educator may reply in writing to the Formative Assessment within ten (10) school days of receiving the report.

H) The Educator shall sign the Formative Assessment report within five (5) school days of receiving the report. The signature does not indicate agreement or disagreement with its content.

I) As a result of the Formative Assessment, the activities in the Educator Plan may be changed by the Evaluator.

J) If the rating in the Formative Assessment differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two-Year Self-Directed Plans Only**

A) Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) The Formative Evaluation date shall be set by the Evaluator. The Educator shall be informed of this date by the Evaluator, in writing. At the same time the Evaluator will inform the Educator of what evidence, related to the power/priority elements and/or educator goals, they wish to review in advance of the Formative Evaluation. The Educator will be provided 10 school days' notice before the evidence is due to be submitted to the Evaluator. The Evaluator should review collected evidence prior to preparing the Formative Evaluation.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face to face or to the Educator's school mailbox in an envelope, or electronically to the educator.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either prior to or following the completion of the Formative Evaluation.

F) The Educator may reply in writing to the Formative Evaluation within ten (10) school days of receiving the evaluation.

G) The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the activities in the Educator Plan may be changed by the Evaluator.

I) If the rating in the Formative Evaluation differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation. For Educators on a one or two year Educator Plan, the summative must be completed by May 24th.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the Evaluator shall determine the overall summative rating that the Educator receives.

D) For an Educator whose overall rating is exemplary and proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the ratings with the Evaluator.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G) The Summative Assessment date shall be set by the Evaluator. The Educator shall be informed of this date by the Evaluator, in writing. At the same time the Evaluator will inform the Educator of what evidence, related to the power/priority elements and/or educator goals, they wish to review in advance of the Summative Evaluation. The Educator will be provided 10 school days' notice before evidence is due to be submitted to the Evaluator. The Evaluator should review collected evidence prior to preparing the Summative Evaluation.

H) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall complete the Summative Evaluation and provide a copy to the Educator in person or in the school mailbox in an envelope, or electronically to the Educator.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 1st.

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L) Upon mutual agreement, the Educator and the Evaluator shall set a date to develop the Self-Directed Growth Plan for the following two years.

M) The Educator shall sign the final Summative Evaluation by May 24th. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation within fifteen (15) school days which written response shall become part of the final Summative Evaluation.

O) A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.

15) **Educator Plans - General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement or enhancement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress, including specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-

study, action research, curriculum development, study groups with peers, implementing new programs, etc.);

C) The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

D) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new subject area assignments.

B) Educators with PTS who are teaching a different subject may be assigned a Developing Educator Plan by the Principal for their first year in the new position.

C) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

18) **Educator Plans: Directed Growth Plan**

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The length of the Plan shall be no less than 90 days and no more than one (1) full school year cycle.

C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

D) The Evaluator shall receive a summative evaluation for the Educator at the end of the period determined by the Plan but in no case later than May 24th.

E) If the Educator's overall performance is rated at least proficient, he/she shall be placed on a Self-Directed Growth plan for the next evaluation cycle.

F) If the Educator's overall performance is not sufficiently improved to the level of proficiency, he/she shall be rated unsatisfactory and shall be placed on an Improvement Plan for the next evaluation cycle.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 90 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory at the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Educator shall receive a formative assessment mid-way through the plan and a summative evaluation at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Notification to the Educator within 10 school days of the completion of a formative assessment, formative evaluation, or a summative evaluation that the Evaluator is placing the Educator on an Improvement Plan.

ii) The Evaluator with the input from the Educator will develop a plan for improvement that must include the provision of specific assistance.

iii) The Educator may request that a representative of the Association attend the meeting(s).

iv) The Association shall be informed that an Educator has been placed on an Improvement Plan, if the Educator consents to such notice.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved; based on the last Summative evaluation, Formative Evaluation, or Formative Assessment;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,

vii) Include the signatures of the Educator and the Evaluator.

H) A copy of the approved Plan shall be provided to the Educator and the Evaluator.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 10th. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self- Directed Growth Plan for the next academic cycle.

(b) If the Evaluator determines that the educator has improved his/her practice to the level of needs improvement, he/she shall be on a Directed Growth Plan the next academic year.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(d) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(e) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) This Section intentionally left blank

21) **Career Advancement**

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by June 10th. The principal's decision is subject to review and approval by the superintendent.

B) Other issues relevant to Career Advancement are subject to and may be addressed in collective bargaining.

22) This section intentionally left blank

23) This section intentionally left blank.

24) **Using Staff Feedback in Educators Evaluation**
Using Staff feedback in Educator Evaluations is to be bargained (DESE will provide direction and guidance by July 1, 2013).

25) **Transition from Existing Evaluation System**

A) This Section intentionally left blank

B) This Section intentionally left blank

C) This Section intentionally left blank

D) This Section intentionally left blank

E) The evaluation system contained in this agreement shall be implemented in accordance with 603 CMR 35.11.

26) **General Provisions**

A) Evaluation is a cooperative effort requiring a constructive dialogue between the evaluator and the educator.

B) The goals and evaluations will adhere to the purpose and philosophy identified in the evaluation standards.

C) Evaluations will be done utilizing the forms specified in the Agreement.

D) The educator being evaluated may provide relevant evaluative information for consideration in the evaluation.

E) The parties agree to adopt the DESE developed rubrics (attached) for use in the evaluation process.

F) The parties agree to use the Self-Assessment and Goal Setting DESE forms, the jointly developed Unannounced Observation form, and the DESE model forms for any other aspects of the Evaluation process.

G) Only Educators who are licensed may serve as Evaluators of Educators.

H) Except in unusual circumstances where the Evaluator must immediately and directly intervene, Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff.

I) The Superintendent shall insure that Evaluators have training in the requisite skills in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

J) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator to discuss the disagreement. Should the Educator request such a meeting, the Evaluator must meet with the Educator. If requested by the Educator, the Association shall participate in the meeting.

K) The parties agree that there will be a continuous need to review and revise this Evaluation Procedure. To that end, the parties agree to the following:

i. To jointly review the Evaluation Procedure no later than January 1st of each school year.
ii. Said review shall include, but not be limited to, the parties amending by mutual consent, collectively bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure.
iii. To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented in a timely manner.

L) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. In order to meet the requirements of substantial compliance the School District must adhere to the following provisions of this Agreement on Educator Evaluations:

- Failure to use the standards and indicators of effective teaching practice rubrics adopted by this agreement.
- Failure to use the DESE and agreed upon forms in the evaluation of an educator.
- Failure to conduct the minimum announced and/or unannounced observations agreed upon by the parties.
- Failure to follow the timelines established by the parties except in unusual or unanticipated circumstances. In these cases the parties will be able to mutually extend the timelines to an appropriate timeframe.

  Nothing in this agreement shall abridge the authority of the School Committee to dismiss or non-renew an educator consistent with applicable law including M.G.L. c. 71, sections 41 and 42.

  Professional employees without an appropriate license are subject to termination.

APPENDIX E
MEMORANDUM OF AGREEMENT

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 ten (10) such children to enter grades PreK – 12 for a total of one hundred forty students. Requests for such placement must be made, in writing (via application available on the District website), by March 1st of the previous school year to the 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.

APPENDIX F
Side Letters of Agreement

A. The New Bedford School Committee and the New Bedford Educators Association agree to the following:

1. During the school years 2007-2008 and 2008-2009, elementary teachers who are required to complete a "Standards" Report Card will be excused from the Article XII 3.A., Common Planning Grade Level meetings on the two Wednesdays of the month of the issuance of the report card. The teachers will be provided with this time to prepare the report card for that marking period.

2. A Joint Committee will be established for the 2008-2009 school year, modify the current Report Card and to develop a similar instrument for Grade 3 students. The composition of this Joint Committee will be discussed between the parties with an effort to recruit a system-wide representative group from the district.

3. The parties agree to meet to discuss any issues impacting upon the workload or other terms and conditions of employment resulting from the recommendations of the Joint Committee.

4. All teachers using the "Standards" Report Cards will receive the report card at least three weeks in advance of the date the grades are due to the administration.

5. All teachers will be notified at the beginning of each school year, the dates when the grades for "Progress Reports" and "Report Cards" will be due to the administration.

   The parties agree that this side letter will be appended to and become part of the 2008-2011 Agreement.

APPENDIX G

Memorandum of Agreement
By and Between
The New Bedford School Committee
And
The New Bedford Educators Association

Massachusetts Math and Science Initiative

Whereas, the New Bedford School Department has received funds from a grant sponsored by the Massachusetts Math and Science Initiative known as the Advanced Placement Training and Award Program;

Whereas, said program involves funds for compensation of teachers in advanced placement courses based upon student scores in advanced placement tests;

Whereas, the Association contends that said compensation, if implemented, would violate the express terms of the collective bargaining agreement between the parties;

Now therefore, the parties, having negotiated over mandatory subjects of bargaining raised by said grant, hereby record their agreements, as follows:

- Subject to the considerations and agreements established below, the parties agree that the Advanced Placement Training and Award Program will go forward, beginning July 1, 2012. Said program will be reviewed on an annual basis. The Association reserves any and all rights it may have under statute and contract with respect to renewal of said grant on an annual basis.

- The New Bedford School Department will establish and maintain a separate line item in each annual budget for the duration of the grant. Any AP qualifying score awards and all Threshold awards awarded to any member of the bargaining unit represented by the New Bedford Educators Association as well as any other award to any member of the bargaining unit represented by the New Bedford Educators Association by whatever title or name that is based on student advanced placement test scores will be deposited directly in said fund, to be used as defined below, for the maintenance and support of District Advanced Placement Programs in Math, Science, and English.

- Individual teachers of advanced placement courses in Math, Science and English who receive awards may withdraw the awarded amount from said account for the following agreed upon purposes:

- To pay for a college course or workshop for which a teacher is licensed, working toward licensure, or re-licensure, for themselves or for any member of their department.
- To pay for a college course or workshop dealing with pedagogy for themselves or for any member of their department
- Classroom materials or supplies for themselves or for any member of their department
- Any form of printed information, whether electronic or hard copy, including but not limited to text books, reference books, journals or magazines, in a subject taught by themselves or by any member of their department.
- Academically relevant student activities, including but not limited to field trips and academic competitions
- Guest speakers of lecturers
- Any personal expenses related to professional activities or responsibilities not otherwise reimbursed by the grant or by the District
- Time at the contract rate ($35) per hour unless otherwise adjusted through contract negotiations) for attending Massachusetts Math Science Initiative meetings, workshops or trainings scheduled outside the contractual work day/work year and not otherwise compensated by the grant.
- Teacher enhancement – For individual teacher use for any purpose not covered in the above categories.

- Reimbursement will be applied for following procedures established by the School Department, and the reason for reimbursement clearly indicated. Reasons for reimbursement and withdrawal of funds will be shared with the Association and MMSI within two weeks of any withdrawal of funds.

- The School District agrees that participation in Massachusetts Math Science Initiative programs is voluntary. No qualified individual who has been trained as an AP teacher will be denied the opportunity to teach an advanced placement course due to his/her non-participation in these programs. Every effort will be made to extend the opportunity to teach advanced placement programs to any interested qualified teacher.

- The School District further agrees that it will establish stipends for teachers of advanced placement courses not supported by the Massachusetts Math Science Initiative grant in amounts equal to that provided for by the grant (the current amount is $500 per teacher). In order to receive said stipend, the teachers must meet the same requirements associated with said stipend as contained in the Massachusetts Math Science Initiative grant.

This agreement shall be enforced through the grievance arbitration provisions of the collective bargaining agreement between the parties.

This agreement shall not be construed as setting any precedent in any negotiation or in the interpretation of any current or future agreement between the parties. It will become effective upon execution by the parties.

This agreement may be terminated by either party by July 1 of each year of the grant, provided that said termination will not interfere with the administration of the annual advanced placement examinations. Should the Association elect, in its sole discretion, to terminate this agreement, the Association will retain all rights under statute and contract as may have existed prior to the execution of this agreement, and this agreement shall be null and void. The parties further agree that should this agreement be terminated by the Association, the Association may file directly for arbitration over any disputed provisions of the Advanced Placement Training and Awards Program under the terms of the collective bargaining agreement in effect between the parties. If this agreement is terminated, the parties agree that any arbitration award/remedy shall be limited to the time period subsequent to the date the agreement is terminated.

FOR THE NEW BEDFORD SCHOOL COMMITTEE

_____
School Committee Chairperson

Dated:_____

_____
Superintendent of Schools

Dated:_____

FOR THE NEW BEDFORD EDUCATORS ASSOCIATION

_____
Association President

Dated:_____

APPENDIX H

The New Bedford Educators Association
The Parker School
Level 4 – Negotiations

The Collective Bargaining Agreement between the New Bedford School Committee ("the Committee") and the New Bedford Educators Association shall be modified only as specifically provided herein, to address subjects related to the Level 4 designation of the Parker School.

1. Work-Day, Work Year and Schedule

   A. The Principal of the Parker School shall establish the master schedule.

   B. Work Day and Work Year (contingent upon agreement on compensation)

      i. The Principal shall schedule the work-day and the work year for bargaining unit members at the Parker School.

      ii. The teacher work day for the 2010-2011 school year shall remain the same as the 2009-2010 school year.

      iii. The work year for the 2010-2011 shall be extended for first two (2) weeks of the traditional summer break (following the regular New Bedford Public Schools last day of school [TBA].

         a. The hours of the "school day" will be from 9:00 AM to 1:00PM, four days per week-Monday through Thursday.
         b. Parker Elementary teachers who are unable to participate will not be required to do so.
         c. Teachers from other schools in the district will be recruited to staff the extended year program to replace those who are not able to provide staffing.

            1. Teachers who desire to work the extended school year shall send a written notice to the Superintendent by April 1st for such request.
            2. Teachers who will participate in the extended school year shall be notified by May 1st that they have been hired to fill a position for the two (2) weeks at the end of the regular school year 2010-2011.

3. Teacher shall be selected by seniority and appropriate license/certification.

d. Teachers will be paid on an hourly basis, based on the negotiated contractual rate.

iv. The work day for the 2011-2012 school year shall be 8:10-3:30 PM except for the last day of the work week which shall be from 8:10-2:30 PM.

v. The work day for the 2012-2013 school year shall be 8:10-3:30 PM except for the last day of the work week which shall be from 8:10-2:30 PM.

vi. For the 2011-2012 and the 2012-2013 school years there is an expectation that all Parker Elementary teachers will participate in the extended day.

a. The non-student part of the work day schedule shall be as follows:

- In addition to the contractual preparation time, teachers shall participate in Job-Embedded Professional Development.
- During a week when there are two separate times designated for common planning, one (1) time shall be administratively directed. The other time shall be for teacher-initiated common planning.
- During a week when there is one (1) common planning time, the time shall be administratively directed.

vii. The number and length of preparation periods per week shall not be reduced from what is provided in the Collective Bargaining Agreement. To the extent possible, preparation periods shall be scheduled during the non-extended part (8:10-2:30) of the student day. No teacher will have more than one (1) preparation period scheduled in a day. Two (2) administratively directed common planning periods will be scheduled over a two (2) week period during the non-extended student day.

viii The master schedule for the school year will be provided to bargaining unit members by May 1, each year.

2. Professional Development (Contingent upon agreement to compensation)

A. Employees may be required to attend professional development opportunities during the regular work year. Any requirement to attend professional development outside the regular work day shall be compensated at the hourly rate.

B. The Parties agree to encourage teacher input in planning and feedback on professional development with an emphasis on job-embedded processes.

C. Employee may receive up to three (3) school business days per school year to visit classrooms of high achieving schools to share best practices. Teachers shall request such visitation days and approval will be at the discretion of the Principal.

3. Common Planning Time/Assessment

A. Teachers shall collaboratively create individual formative intervention plans based upon classroom assessments for Standards Based Units of instruction for those students who are below proficiency.

B. When a drop-down menu of the "core" standards is available on individual teachers' computers, and they are trained, teachers will develop standards based units of instruction aligned with district curriculum guides, maps and pacing charts. Teachers shall plan curriculum and instruction based on the Professional Standards for Teachers (603 CMR 7.00).

4. Staffing

By May 1st of each school year teachers may notify the superintendent of a desire to opt out of teaching at the Parker School through voluntary or involuntary transfers. Article 13, Transfers and Reassignments, shall be followed.

5. Evaluation

Current contract

6. Compensation

A. Regular pay for extended year, 2010-2011

Contractual hourly rate for extended year (1.iii)

B. Regular pay for extended day for 2011-2012 and 2012-2013 (1.iv & v)

Teachers shall be paid a stipend of seven thousand ($7,000.00) that shall be reflected in the regular salary schedule (see attached.) This stipend is based on the average teacher's per diem rate ($50.00) extending the work day by one (1) hours for approximately 140 teaching/student days.

7. Home-School Connection (District Initiative)

This connection shall be fostered through family activities, competitions, a renewed focus on the PTO and the School Council, newsletters, phone calls, etc. However it is accomplished, the engagement of parents is a critical component of student and school success.

A. UIA (United Interfaith Action)

The following guidelines shall apply for teachers:

- Participation is strictly voluntary
- Home visits will occur after school hours and not in the evening.
- Teachers will be paired for home-visits. If one is unable to make the appointment, then, the visit shall be rescheduled.

8. Community Connections

9. Change to the Plan (may not need to put in the MOA)

The Employer (Superintendent)/ the Association reserve the right to request to bargain over subjects not addressed in this Memorandum of Agreement during the term of this Agreement.

10. Duration

Once the Parker School loses its designation as "underperforming" this Memorandum of Agreement will cease to be in effect and all changes in working conditions and changes in the Collective Bargaining Agreement established by the turnaround plan shall no longer apply.

> "All of the terms and provisions of the Collective Bargaining Agreement will return to full force and effect status. Notwithstanding the above, this Memorandum of Agreement shall be effective only for the three years this turnaround plan is in effect (consistent with Section 3 (i) of the Act Relative to the Achievement Gap)."

APPENDIX I

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. - UNIT A

June 3, 2019

WHEREAS, Hayden McFadden Elementary School ("HMES") has been designated as a School Requiring Assistance, specifically requiring Focused and Targeted Support and Intervention (formerly known as 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 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 2019-2020 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 15 minutes prior to the start of the student day except as otherwise provided in this MOA. These fifteen (15) minutes is included in the eight (8) hour and thirty (30) minute teacher work day. 7:30 AM-7:45 AM will be duty free time for teachers. Students may have breakfast in classrooms with teacher supervision. Teachers will engage students in teaching and learning including

but not limited to, breakfast in the classroom and morning activities/exercises beginning at 7:45 AM and ending at 3:30 PM. From 3:30 PM - 4:00 PM teachers will engage in dismissal duties and/or administrative directed activities not limited to common planning, working with students, and working with colleagues. The teacher work day ends at 4:00 PM.

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 2019-2020 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 7:45 AM-3:30 PM except for scheduled early release days.

C. Teacher Work Year:

The work year for staff in their second or subsequent year at Hayden-McFadden Elementary shall consist of up to one hundred and ninety (190) days. The work year for staff in their second or subsequent year at Hayden-McFadden Elementary includes, up to five (5) Professional Development Days/Convocation Day.

The work year for staff in their first year at Hayden-McFadden Elementary shall consist of up to one hundred and ninety-five (195) days. The work year for staff in their first year at Hayden-McFadden Elementary includes, and up to ten (10) Professional Development Days/Convocation Day.

The work year for all staff includes 185 instructional days for students. The Professional Development Days/Convocation day includes Hayden-McFadden Professional Development Days and three (3) District Professional Development Days/Convocation Day.

The work year may start up to ten (10) work days prior to the start of the New Bedford Public School District teacher work year. These work days shall generally include professional development days and student instructional days.

The calendar for the teacher work year for the 2019-2020 work year will be available on or within 48 hours of mutual agreement.

The calendar for the teacher work year for subsequent work years will be available on or about May 15th 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 (40) minutes in length for individual preparation time which includes the time the teachers are with students during transition time to and from specialists. Up to an additional four (4) administrative-directed periods per cycle 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 Convocation/Orientation Day. Additionally, professional employees shall participate in up to ten (10) additional professional development sessions, depending on their service date with Hayden McFadden Elementary School. In addition, professional employees will participate in up to eight (8) half-day Professional Development sessions to take place following the early dismissal of students. The early release Professional Development days shall end at 4:00 PM and will include a 30 minute, duty-free lunch period. The work day for all District Professional Development/Orientation days shall be the same length as the rest of the District. The work day for the Hayden-McFadden full day Professional Development Days will be seven (7) hours in length inclusive of lunch.

F. Evening Meetings: At Hayden-McFadden, professional employees shall be required to attend and participate in evening meetings and school sponsored events. These meeting will include one (1) Open House event which shall begin no later than 6:30 PM and end no later than 7:30 PM, one (1) family engagement activity such as parent information nights, plays, shows and recreation events for students which shall end no later than 8:00 PM. In addition, all professional employees shall attend and participate in four (4) Parent-Teacher Conferences. Two (2) of these Parent Teacher conferences will take place following an early dismissal for students and shall not begin before 12:00 PM and shall end by 6:00 PM. The remaining two (2) Parent Teacher Conference days shall begin at 4:00 PM and shall end by 7:00 PM. An Administrator will be present during Evening Meeting/Events/Conferences.

3. Compensation:

All staff will be placed on Appendix A of the collective bargaining agreement salary scale. In addition to the base salary, while Hayden-McFadden Elementary School is designated as a School Requiring Assistance, specifically requiring Focused and Targeted Support and Intervention (formerly known as a Level 4 school) by the Commissioner of Education for the Commonwealth of Massachusetts all professional staff assigned to the school will receive an annual stipend of$9,750.00, prorated based on months worked. Current staff as of June 30, 2019 will be transitioned over to Appendix A from the Career Ladder in a manner to ensure they do not earn less on an annual basis than they did during the 2018-2019 school year when the annual stipend, based on ten (10) months of work, is included. All Professional employees at Hayden-McFadden Elementary School will receive written confirmation of their new step/lane no later than 72 hours after ratification.

4. 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 (l0) 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.

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

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

7. 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."

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

9. Duration: Unless the parties agree otherwise, when the designation as a School Requiring Assistance, specifically requiring Focused and Targeted Support and Intervention (formerly known as a Level 4 school) by the Commissioner of Education for the Commonwealth of Massachusetts expires this MOA shall sunset.

10. This Memorandum of Agreement is subject to ratification by the Union Membership and approval by the School Committee.

_____
Mayor Jonathan F. Mitchell
Chairperson, Ex-officio

_____
Louis St. John
President
New Bedford Educators Association

_____
Bruce Oliveira
Vice Chairperson

_____
Joshua Amaral
School Committee Member

_____

Christopher Cotter
School Committee Member

_____
Collen Dawicki
School Committee Member

_____
Joaquim Livramento
School Committee Member

_____
John Oliveira
School Committee Member

DATE: _____ DATE: _____

APPENDIX J

MEMORANDUM OF AGREEMENT

BETWEEN THE

NEW BEDFORD SCHOOL COMMITTEE

AND THE

NEW BEDFORD EDUCATORS ASSOCIATION

This **MEMORANDUM OF AGREEMENT** is entered into by and between the NEW Bedford School Committee (hereinafter "the School Committee") and the New Bedford Educators Association (hereinafter "the NBEA").

WHEREAS, the School Committee and the NBEA have entered into a collective bargaining agreement for the period July 1,2011, through and including June 30, 2014 (hereinafter "the Agreement"); and

WHEREAS, the School Committee and the NBEA wish to work collaboratively to provide students and parents/guardians with access to the guidance department beyond the normal workday

WHEREAS, those duly authorized representatives have agreed to amend the current collective bargaining agreement (hereinafter "the Agreement" or "the Contract") in accordance with Massachusetts General Laws, Chapter 150E;

NOW, THEREFORE, the Superintendent, as agent of the School Committee, and the NBEA, hereby mutually agree to the following terms and conditions of this MOA:

1. The parties agree to work with the guidance department members to develop a flexible schedule that is reasonable and further, a schedule that will not cause any undue hardship to the members.

2. The parties agree that participation shall be voluntary.

3. The parties agree that flexible schedule is a district-wide agreement.

4. The parties agree that there is no intent to increase the contractual workday or work year.

5. The parties enter into this MOA as a pilot program that will be reviewed at the expiration of the current collective bargaining agreement.

Superintendent, Agent of Committee

NBEA President

APPENDIX K

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

APPENDIX L

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the New Bedford School Committee (hereinafter "the School Committee") and the New Bedford Educators Association (hereinafter "the NBEA") and the representatives of the design team for the Renaissance Community School for the Arts, an Innovation School, (hereinafter "the Renaissance School").

WHEREAS, the School Committee and the NBEA entered into a collective bargaining agreement for the period July 1, 2011, through and including June 30, 2014 (hereinafter "the Agreement"); and

WHEREAS, those duly authorized representatives have agreed to amend the Agreement for the purpose of addressing the waivers and/or modifications for the Renaissance, an Innovation School that will be an addition to the existing schools that are part of the New Bedford Public Schools; and

NOW, THEREFORE, the Superintendent, acting as agent of the School Committee, the negotiating team of the NBEA, and the representatives of the design team for the Renaissance School, hereby mutually agree to the following terms and conditions:

Unless described in this MOA, all other contractual benefits remain in full force for all Unit A members. Articles in the Unit A contract mentioned in this MOA describe the prevailing contractual agreements for those articles as applied to the Renaissance School as follow:

1. **Article 12 – Hours and Workload of Professional Employee**

A. Workday

1. Workday for professional employees at the Renaissance School shall be:

Teacher Workday
Elementary: 7:55-3:00 PM

Teachers may work a staggered schedule. That is, a teacher's workday may be:
8:55- 4:00 PM.*
*A staggered work schedule may be for any teacher, but this schedule will exclude classroom teachers.

Teachers shall receive a stipend of $5,250.00 for additional work hours.

3.

A. **Elementary**

The parties agree that the Renaissance School shall include common planning as part of its weekly Professional Development schedule. This time will take place during the regular school day and will be school-directed. In addition, teachers will receive forty-five (45) minutes of daily planning time.

E. **Evening Meetings**

Professional employees at the Renaissance School shall be required to attend one(1) additional night designated for parent/guardian/teacher conference.

2. Article 32- Professional Development

The Renaissance School will use its autonomy to schedule its own professional development. Two floating professional development days will be scheduled by Renaissance School.

The teachers at the Renaissance School will be required to attend thirty-five (35) hours of additional professional development. Teachers will be expected to participate in twenty-five (25) hours of professional development in the Spring and/or Summer of 2013 in order to prepare for the opening in the Fall of 2013 as part of the contract salary.

In subsequent years ten (10) additional hours will be required during the school year.

Stipends will be paid at the hourly rate to professional employees for professional development beyond the normal workday if the budget allows or if grant funding becomes available.

3. **Staffing Protocols**

A. Staff may be interviewed and hired from within or outside the current school district's employees.
B. Staff will be interviewed and hired by a school-based Personnel Committee, including families subject to final approval of the Superintendent.
C. The Renaissance School will not participate in the "bidding" process to access a position in the Renaissance School.
D. After one full year a teacher who wishes to opt out of the Renaissance School will follow the provisions in the Unit A contract to fill vacancies.

This MOA will be executed only after the New Bedford School Committee has voted to approve the Renaissance School Innovation Plan, has reviewed and approved as cost neutral- the impact statement, and has held at least one (1) public hearing concerning the establishment of the Renaissance School.

Michael Shea
New Bedford School Committee/Agent

1/29/13
Date

Jennifer C. Clune
Jennifer Clune, Renaissance School

1/30/13
Date

Jennifer Fernandes
Jennifer Fernandes, Renaissance School

1/30/13
Date

New Bedford Educators Association

1/29/13
Date

Nancy Davis
Nancy Davis, Renaissance School

1/30/13
Date

APPENDIX M

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION

This **MEMORANDUM OF AGREEMENT** is entered into by and between the New Bedford School Committee (hereinafter the "Committee") and the New Bedford Educators Association (hereinafter the "Association").

WHEREAS, the Committee and the Association have entered into a collective bargaining agreement for the period July 1, 2016 through and including June 30, 2019.

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows:

1. The half day preschool employees daily schedule shall begin at 7:30am with a 40 minute prep period as described in Article 12 of the collective bargaining agreement. Pulaski half day preschool employees daily schedule shall begin at 8:00am. Half day preschool employees will not have additional 40 minute prep during the school day.

2. Preschool employees shall have one ninety (90) minute prep period every Friday.

3. Preschool employees shall use Wednesday mornings for screening and or planning time. Screenings shall begin in October, not occur after 10:30 am and shall be divided equally amongst the preschool screeners.

4. This Agreement cannot be modified, except by a written instrument signed by both Parties.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this _____day of July, 2016

_____	_____
For the New Bedford School Committee	For the New Bedford Educators Association

APPENDIX N

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION

This **MEMORANDUM OF AGREEMENT** is entered into by and between the New Bedford School Committee (hereinafter the "Committee") and the New Bedford Educators Association (hereinafter the "Association").

WHEREAS, the Committee and the Association have entered into a collective bargaining agreement for the period July 1, 2016 through and including June 30, 2019.

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows:

1. The Collective Bargaining Agreement between the Committee and the Association shall be modified only as a specifically provided herein. Current contract language prevails unless otherwise amended in their MOA.

2. "Article 29, General" of the collective bargaining agreement is hereby amended by inserting the following new Section "H" after Section "G":

"H. Lesson Plans:

Teacher instruction shall be guided by written subject area curriculum guides and lesson plans. Critical elements of a lesson plan shall answer in some capacity the following four questions: What do I want my student to know and be able to do? How will I get them there? How will I know when they have it? What will I do when they don't? The District, in collaboration with the Association, will make available multiple computer based and hard copy formats for the teacher to use. It is up to the teacher in collaboration with the principal to decide what format will be used."

3. Upon execution of this Agreement, the Association will withdraw its Charge of Prohibited Practice in MUP-15-4273 and request that the Department of Labor Relations dismiss its Complaint with prejudice.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this _____day of October, 2016

_____	_____
For the New Bedford School Committee	For the New Bedford Educators Association