

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – UNIT A**

WHEREAS, Congdon Elementary School and DeValles Elementary School are designated as being converted to new school, the Congdon-DeValles Elementary School during the 2026-2027 School Year;

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 Congdon Elementary School and DeValles Elementary School as a result;

NOW THEREFORE, the Committee and the Association collectively referred to as the "parties", hereby agree as follows:

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 Congdon Elementary School and DeValles Elementary School. Current contract language prevails unless otherwise amended in this MOA.

1. Property: The District will provide a reasonable number of boxes to each impacted employee for the purpose of packing on or about the first week of December of 2026. Supplies will be stored in the classroom/office/workspace of each professional employee. The District will relocate District owned property to the impacted employees' newly assigned building as is determined necessary by the District.

2. The District will ensure that Congdon Elementary School and DeValles Elementary School are available for 3 consecutive business days until 6:00 PM following the last instructional day for students at Congdon Elementary School and DeValles Elementary School for the purpose of staff having optional time to pack/collect their belongings.

3. The District will ensure that Congdon-DeValles Elementary School is made available to staff in a reasonable amount of time after we are permitted to do so. The hours and/or dates the school will be available will be shared with professional employees via District email. The District shall provide a schedule that permits professional employees access for 3 consecutive business days prior to opening.

4. The District will provide 1 (one) administrative directed period for the purpose of packing property prior to the opening of the Congdon-DeValles Elementary School. The District will provide 2 (two) teacher directed common planning periods for the purposes of packing property prior to the opening of the Congdon-DeValles Elementary School.

The Teacher Directed Common Planning Periods and the Administrative Directed period reserved for these purposes will be scheduled by the Principal within two weeks prior to the opening of the new school.

5. The District will provide 1 (one) administrative directed period for the purposes of unpacking property prior to the opening of the Congdon-DeValles Elementary School. The District will provide 2 (two) teacher directed common planning periods for the purposes of unpacking property prior to the opening of the Congdon-DeValles Elementary School. The Teacher Directed Common Planning Periods and the Administrative Directed period reserved for these purposes will be scheduled by the Principal within two weeks following the opening of the new school.

6. The District will provide a one-time payment for all professional employees in the amount of \$180.00 to compensate for additional classroom set up time needed following the opening of the Congdon-DeValles Elementary School.

7. The District will provide a draft staff schedule as soon as it is practical to do so, at least 1 (one) week prior to the opening of the Congdon-DeValles Elementary School. The parties recognize that certain factors, including but not limited to, lunch schedules, student enrollment, passing times, etc, may require that additional scheduling changes are necessary when the Congdon-DeValles Elementary School is opened.

8. All professional employees assigned to Congdon Elementary School and DeValles Elementary School at the start of the 2026-27 school year and who are actively employed at the time of the closing of their current assignment and opening of the Congdon-DeValles Elementary School will be assigned to the new Congdon-DeValles Elementary School for the remainder of the 2026-27 school year, unless otherwise notified.

9. It is understood that positions will be reassigned from the Congdon Elementary School and DeValles Elementary School and will be opened at the Congdon-DeValles Elementary School and as such, members who held their positions as of July 1, 2026 will hold the same position as outlined in Article 13. All professional employees affected by the opening of the Congdon-DeValles Elementary School will receive notification confirming their position at that site via District email no later than December 4, 2026.

10. Effective with the start of the 2026-2027 work year, elementary classroom teachers, including; art, music, physical education, health, world language, special program, multi-grade, English as a Second language, theater, dance and STEM teachers, shall receive six (6) individual preparation periods and two (2) teacher-directed common planning periods 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, the previously mentioned professional employees 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-directed periods shall be determined by the Principal/designee in an administrator role and may include activities such as, but not limited to, additional common planning time, data review, looking at best practices, operational training, professional development, IEP meetings, 504 meetings, behavior plan meetings, consult time, parent conferences, evaluation conferences, etc. Nothing in this section G.2 shall prevent a principal/designee from determining that teachers shall use one or more Administrative-directed periods for common-planning or individual planning.

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

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

The above language shall sunset upon the closing of Congdon Elementary School and DeValles Elementary School at which time professional employees of the Congdon-DeValles Elementary School will follow Article 12 of the collective bargaining agreement.

11. Reopener: The Committee and Association reserve the right during the term of this agreement to request to bargain over subjects not addressed in this Memorandum of Agreement.

12. Duration: This Memorandum of Agreement shall sunset within 3 (three) weeks of the opening of the Congdon-DeValles Elementary School.

13. This Memorandum of Agreement is subject to ratification by the Association membership (Unit A) at the Congdon and DeValles Elementary Schools and approval by the School Committee.

This Memorandum of Agreement was agreed to by the parties' negotiating committees.

In Witness Whereof, the School Committee acting on behalf of the City of New Bedford and New Bedford Support Specialist Union have caused this agreement to be signed by their duly authorized representatives on the dates indicated below.

For the New Bedford School Committee

Andrew O'Leary, Superintendent

Jonathan Mitchell, Chairperson, Ex-officio

Melissa Costa, Vice Chairperson

Christopher Cotter

Joaquim "Jack" Livramento

Von Marie Moniz

Richard Porter

William B. Markey

For the New Bedford Educators' Association - Unit A

Thomas Nickerson, President

ToniAnne Kennefick

Sarah White

Brittany Dutton

Michelle DePietro

Lisa Furtado

Melanie Zaugg