

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 (10) 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.

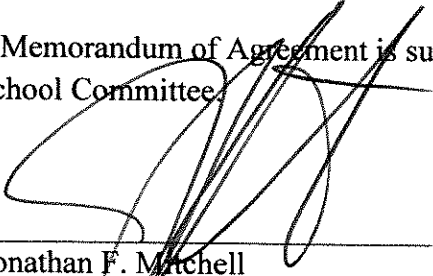
A yearly schedule for monthly Administrative Meetings will be distributed in September of each year. In the event a meeting has to be rescheduled, the administrator must

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."

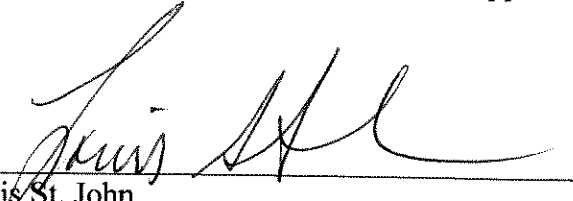
8. Article 12 A 1, 2, 3A (TCT Time): Shall not be applicable

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



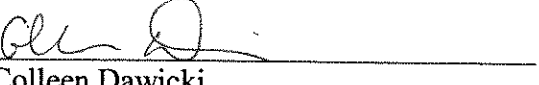
Bruce Oliveira
Vice Chairperson



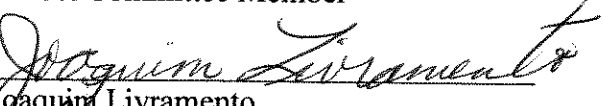
Joshua Amaral
School Committee Member



Christopher Cotter
School Committee Member



Colleen Dawicki
School Committee Member



Joaquim Livramento
School Committee Member



John Oliveira
School Committee Member

DATE: _____

DATE: 7/12/19