

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

THE NEW BEDFORD EDUCATORS ASSOCIATION – UNIT B

JANUARY 23, 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 B (“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. Article 1: Recognition and Article 9 A1.
 - A. Amend Article 1 and Section A1 of Article 9 as follows
 - Eliminate: Housemasters
 - Eliminate: Dean of Students
 - Add: Instructional Leader (subject area) (Administrative License)
 - Add: Assistant Principal for Student Success (Administrative License)
 - B. Amend Article 1 to exclude the following new positions Chief of Operations, Tech Manager and Implementation Manager for Quality Teaching and Learning as confidential and managerial employees.
3. The following new positions at the High School and the salary schedule are agreed to:

<u>Position</u>	<u>Work Year</u>	<u>Salary Schedule</u>
Assistant Principal for Student Success	195 full days	Assistant Principal
Instructional Leader (subject area)	195 full days	Chairs/Supervisors

4. Administrative Hours and Load

A. High School Administrators' Work day

Effective with the start of the 2014-2015 work year , the work day for full-time administrators in the High School shall be eight and one-half (8 1/2) hours except as otherwise provided. Such work days shall include an approximately 30-minute duty free lunch. There shall be eight and one-half (8 ½) hour work days for 178 days. The remaining work days will be eight (8) hour work days with the exception of the Wednesday before Thanksgiving.

Administrators 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.

The Headmaster/Principal shall establish the schedule for the work-day for each Unit B administrator at the High School.

- B. High School Schedule: High School Schedule and Advisory: The Headmaster shall establish the master schedule, including the length of instructional periods, preparation periods, common planning time and/or Administrative periods directed or 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 shall be a longer rotating period of the seven (7) period day. The Headmaster/ principal or designee shall assign duties and tasks to administrators and administrators may be assigned to lead Advisory periods for a group of students.
- C. Work Year: Effective with the start of the 2014-2015 work year, the work year for full-time administrators at the High School is 195 full days. The Headmaster/Principal shall establish the schedule for the work year for each Unit B administrator at the High School which may include work days in the summer including the summer of 2014. Summer work days shall occur in the month of August. For summer work days in 2014, Administrators shall be notified on or about May1, 2014 of such dates. For summer work days in subsequent years, Administrators will be notified of their summer schedule on or about March 15th.

- D. After School Meetings: Administrators 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 activities, common planning, grade-level meetings or activities, cross grade-level meetings, department meetings, lower school meetings, upper school meetings. Administrators may be required to plan, assist in planning, and/or lead one or more of these meetings. In addition to the three meetings per month, administrators in the High School shall attend one Superintendent meeting per year.
- E. Evening Meetings: Administrators shall be assigned by the Headmaster/Principal to attend meetings and events. The Headmaster/designee and/or Principal/designee shall endeavor to assign administrators to such evening events, not to exceed ten (10), during the academic year, on an equitable basis.

5. Article 4, Section C

Amend Article 4, Section C by replacing Section C 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 administrator 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.

6. Article 5

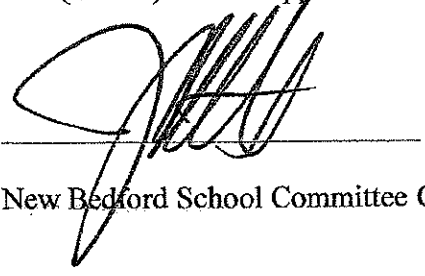
Amend Article 5A by replacing "good cause" for "just cause" Amend Article 5A by deleting all references to "just cause" and adding "good cause" for an administrator who has served in his/her administrative position in the New Bedford Public Schools for (3) three consecutive years.

- 7. Vacancies in NBHS: Vacancies in NBHS shall be posted in every school or included in the Personnel Bulletin or emailed to all professional staff with a copy forwarded to the NBEA. Vacancies will also be posted on the NBPS web site. Generally, postings will be in effect for at least ten (10) calendar days, but in no event less than five (5) calendar days before the final date when applications must be submitted. Outside of the school year business days shall apply. Notwithstanding any provisions 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 before making a selection.

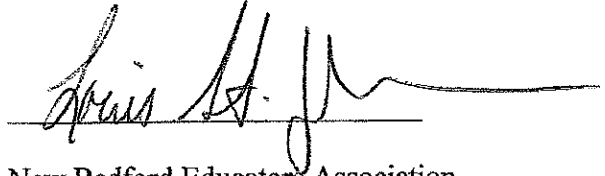
8. Notwithstanding any provisions of the parties' collective bargaining agreement to the contrary a Housemaster/Dean who is laid off may replace a teacher with non-PTS in an area where the Housemasters/Dean is licensed. If licensed in more than one area, the Housemaster/Dean will be returned to the area of teaching he/she formerly held if there is a teacher in such area who is non-PTS. In the event there is no teacher with non-PTS in the Housemaster's/Dean's area of licensure, then the Superintendent shall assign the administrator to a position which he/she is licensed and there is a vacancy or teacher who is non-PTS.
9. Administrators outside of New Bedford High School ("NBHS") may apply for vacancies at NBHS, but no employee may bump into a position at NBHS.
10. Summer Professional Development: Administrators may 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 Administrators at NBHS for August 2014 shall occur the week of August 25, 2014. Employees will be compensated at the rate of \$37 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.
11. Additional Annual Compensation
 - A. Regular Pay for extended day and work year for the 2014-2015, 2015-2016, and the 2016-2017 school years.

High School Administrators shall be paid a stipend of \$6800.00 for the addition of 5 work days to their work year and the additional ½ hour each day for 178 days.
 - B. For all articles that refer to \$37 per hour it is understood to be the current contractual hourly rate but in no instance less than \$37 per hour.
12. 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.
13. Duration: Unless the parties agree otherwise, once New Bedford High School loses its designation as a Level 4 "underperforming school" this MOA will cease to be in effect. In the event that the Level 4 designation continues beyond June 30, 2017, the parties may renegotiate the terms of this Memorandum of Agreement.

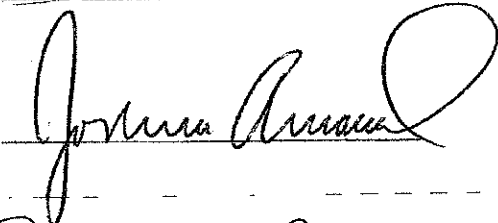
14. This Memorandum of Agreement is subject to ratification by the Association membership (Unit B) and the approval of the New Bedford School Committee.



New Bedford School Committee Chair



New Bedford Educators Association



C. Marc Arena

Byron Hamel

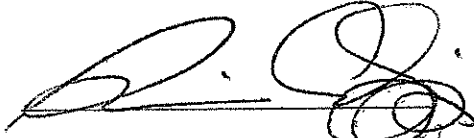
Maureen Pello

Kathryn Lydes

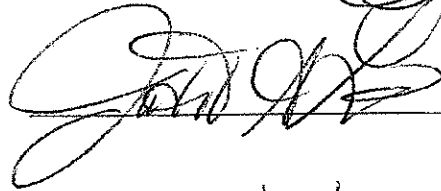
Joseph Kohn

Carrie Ceterich

Joaquin B. Lora



Lawrence J. Fenerty



DATE: 3/10/14

DATE: 3/07/2014