

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE

AND

THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – UNIT B

February 7, 2020

WHEREAS, Hayden McFadden Elementary School (“HMES”) has been designated a Underperforming 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 B (“Association”) have negotiated changes in terms and conditions of employment for employees represented by the Association at HMES as a result of such DESE 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 Administrators at Hayden-McFadden Elementary School
 - A. Administrator Work Day: Effective with the start of the 2020-2021 work year, the work day for full-time administrator professional employees at Hayden-McFadden Elementary School shall be seven (7) hours on all non-instructional days, inclusive of lunch.

Effective with the start of the 2020-2021 work year, the work day for full-time administrator professional employees at Hayden-McFadden Elementary School shall be nine (9) hours on all instructional days, inclusive of lunch.

Administrators 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 that is equitable and agreeable.
 - B. Administrator Work Year: The work year shall consist of two hundred and ten (210) days, including the 185 instructional days for students, and up to eighteen (18)

Professional Development Days/Convocation Day for teachers, and seven additional work days, up to five (5) of the additional seven work days may be scheduled in August before the start of the work year for teachers in the HMES.

C. 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 Orientation Day. Additionally, professional employees shall participate in up to fifteen (15) additional professional development sessions and may be required to create and deliver professional development to employees in the Hayden-McFadden Elementary School.

3. Compensation:

Effective August 26, 2019 all staff will receive a \$1,900.00 increase to their salary

Effective July 1, 2020 all staff 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 an Underperforming 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, 2020 will be transitioned over to Appendix A from the Career Ladder based on years of experience as an Administrator with New Bedford Public Schools. 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, Administrative vacancies at Hayden-McFadden Elementary School 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 B 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. Grievance Procedure: Amend Article 19, Section B4 by replacing “thirty (30) days” with “fifteen (15) days”.
6. Opt Out Clause: Administrators with Professional Teacher Status (PTS) will have the ability to opt out of their position at Hayden-McFadden Elementary School. Those electing to opt out will be eligible to bid on any Unit B vacancy within 48 hours of full ratification of this MOA.
7. Duration: Unless the parties agree otherwise, when the designation of DESE Underperforming status expires this MOA shall sunset.
8. This Memorandum of Agreement is subject to ratification by the Association membership (Unit B) in the Hayden McFadden Elementary School and the approval of the New Bedford School Committee.

New Bedford School Committee Chair

New Bedford Educators Association

DATE: _____

DATE: _____