

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. – Unit B

November 4, 2019

The New Bedford School Committee (“Committee”) and the New Bedford Educators Association, Inc. – Unit B (“Union”) agree to extend their 2016-2019 collective bargaining agreement through June 30, 2022 with the following changes:

1. Article 26: Duration (p. 36)

Amend Article 26 by replacing “July 1, 2016” with “July 1, 2019” and by replacing “the thirtieth day of June 30, 2019” with “June 30, 2022”.

2. Appendix A: Salary Schedules Unit B (p. 40)

Increase the salaries in Appendix A as follows:

<u>Fiscal Year</u>	<u>Effective Date</u>	<u>Increase</u>
FY2020	July 1, 2019	+1.75% Steps 1-4 +2.00% Step 5
FY2021	July 1, 2020	+1.75% Steps 1-5 +Add a new Step 6 at 1% above Step 5
FY2022	July 1, 2021	+1.75% Steps 1-5 +2.00% Step 6

3. Article 2: Salaries (pp. 1-2) and Article 17 (p. 27)

A. Article 2:

(i) Amend Section B.1. as follows (deleted language struck through):

~~“Effective no earlier than July 1, 2017, a~~All employees shall receive their pay on a bi-weekly basis in twenty-one (21) equal installments during the work year. Professional employees shall have the option of choosing to receive their yearly salary over twenty-six (26) equal installments over 12-months which includes the work year. ~~If payroll is scheduled to occur during the week of Thanksgiving, professional employees will be paid on the Wednesday prior to Thanksgiving. In the years with more than 26 pay periods, staff will be notified by the first Thursday of May of the anticipated payroll schedule.”~~

(ii) Delete Section C and replace with “This Section C intentionally left blank.”

B. Article 17 (housekeeping):

Delete the following two sentences from the end of Article 17:

“An employee may elect to draw upon such wages as have been earned by said employee prior to his/her injury and withhold 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 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.”

4. Article 12 Temporary Leaves off Absence Section A: Bereavement Leave – Immediate Family
Replace Section A with the following:

A. Bereavement Leave - Immediate Family

In case of the death of an administrator’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 administrator 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 an administrator’s sibling, step-sibling, mother/father-in-law, grandparent, grandchild, sister/brother-in-law, the administrator 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. This restriction may be waived by the Superintendent or designee in their discretion when special circumstances warrant.

5. Article 4 – Resignation or Retirement
Amend Article 4 as follows:

A. Amend Section B as follows:

The Committee/Superintendent agrees to provide an administrator, who has or will have at least ten (10) years of service with the New Bedford School Department and has notified the Superintendent, in writing, on or before January 2nd of his/her intent to resign or retire at the end of the school year, with a lump sum payment as additional compensation of ~~\$3,000.00~~ \$3,500.00 for a resignation, or ~~\$5,000.00~~ \$6,000.00 for a retirement under the Massachusetts Teachers Retirement Program ~~or the City of New Bedford Retirement Program~~. The effective date of resignation or retirement must be no later than ~~August~~ July 31 of the school year in which resignation or retirement is elected.

B. Amend Section C by replacing “April 1” with “January 2”.

6. Article 25 - Professional Development
Revise Section B in Article 25 as follows:

A professional development program for Unit B members will be developed by the ~~Director of Professional Development~~ Office of Instruction working with a subcommittee of not less than five (5) Unit B members. The program will be subject to the approval of the Superintendent or his/her designee. The program will address the needs of administrators on a yearly basis and the obligation of the District to provide a no cost option for re-certification. The first meeting will be prior to ~~December~~ October 1, annually at which time there will be a review of the Needs Assessment and development of offerings that will begin in that school year. These offerings may be scheduled during the workday and/or after the workday on evenings, weekends or during the summer. Additional offerings will be discussed and the program refined at subsequent subcommittee meetings that will occur at least three (3) times per school year.

7. Housekeeping:

A. Article 20: Dues Deduction (pp. 29-30) (housekeeping)

- (i) Amend section C “Payment” by replacing “weekly with “biweekly”.
 - (ii) Delete Section G in its entirety and replace with “This Section G intentionally left blank.”
- C. Article 22 Study Committee (pp. 32-33)
Amend Section A.3 and A.5 by replacing “School Committee” with “Superintendent” in both sections.
- D. Appendix A (pp. 38-40)
Delete the salary schedules for July 1, 2016, July 1, 2017 and July 1, 2018.
- E. Appendix B (p. 41)
Delete the Section on “Longevity Buy Out” in its entirety. (obsolete language)
- F. Appendix E. (p. 44)
Delete the last sentence in Appendix E. (obsolete language)
- G. Appendix H. (p. 47)
Delete in its entirety (obsolete language)
- H. Appendix J. (p. 50)
Delete in its entirety.
8. Article 16 Special Duty Pay (p. 26)
Replace the last sentence in Article 16 with the following:
- “Effective July 1, 2019, the hourly rate for all bargaining unit members shall be forty dollars (\$40.00). Effective July 1, 2020, the hourly rate for all bargaining unit members shall be forty-one dollars (\$41.00).”
9. Article 25 Professional Development (p. 35)
Effective July 1, 2019, amend Article 25 as follows:
- A. Replace “seven hundred dollars (\$700.00)” in the first sentence under subsection A.1 with “eight hundred dollars (\$800.00)” and in third and last sentence in subsection A.2.
 - B. Replace “a grade lower than “C”” with a grade lower than a 3.0 or “B”” in subsection A.1.
 - C. Replace “A C-” with “A B-” in the second to last sentence in subsection A.1.
 - D. Replace “shall not exceed ten thousand dollars (\$10,000.00) in any contract year” in the first sentence of subsection A.2 with “shall not exceed sixteen thousand dollars (\$16,000.00) in any contract year”.
10. Appendix CC Professional Improvement (p. 42)
Amend Appendix C by adding the following new sentence to the beginning of the paragraph:
“To advance a column an administrator must notify the Superintendent of his/her anticipated advancement on or before December 1st of the work year prior to the work year in which the administrator expects to advance to the next column.”
11. Appendix I In-District Travel/Additional Duties Stipend (p. 49)
Effective July 1, 2019, replace Appendix I with the following:
Effective July 1, 2019, administrators who are District-Based shall receive a one thousand dollars (\$1,000.00) stipend per work year paid at the rate of \$100 per month for

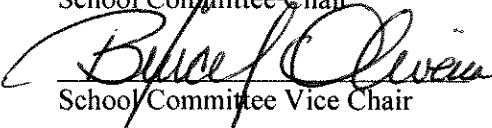
ten months for in-district travel and for the additional duties including attending after hour school events.”

12. Appendix B Longevity (p. 41)
Effective July 1, 2019 increase the longevity amounts in the table in the third paragraph by fifty dollars (\$50.00).
13. Appendix E Mentoring (p. 44)
Add the following to Appendix E:
“Employees who have never served as an administrator in the New Bedford Public Schools or in any other school or educational environment will be provided with a mentor. The Committee is not required to provide a mentor for any employee who has previously served as an administrator in the New Bedford Public Schools or in any other school or educational environment.”
14. Article 8 Section D.2 (p. 8)
Amend the second sentence in Section D.2 as follows (deleted language struck; new language underlined):
“In addition, such administrator may be required to be on duty no more than ~~one~~ (1) evening per year three (3) evenings in the 2019-2020 work year, five (5) evenings in the 2020-2021 work year, six (6) evenings in the 2021-2022 work year, and six (6) evenings per year in subsequent work years for such functions as plays, shows, ~~and~~ recreational, or other events for the pupils and/or families.”

This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee. Agreed to by the bargaining teams on the 4th day of November 2019.

New Bedford School Committee

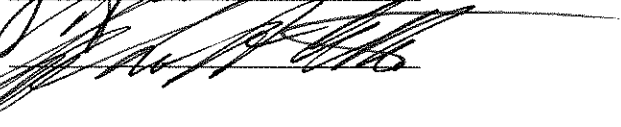

School Committee Chair


School Committee Vice Chair










New Bedford Educators Association, Inc.
Unit B


Christopher Garcia, President


Jeff Longo, Vice President NBEA Unit B





Date: _____

Date: _____