

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TAUNTON SCHOOL COMMITTEE
AND
THE TAUNTON EDUCATION ASSOCIATION**

This **Memorandum of Agreement** is entered into by and between the Taunton School Committee (hereinafter the “Committee”) and the Taunton Education Association (hereinafter the “Association” and jointly the “Parties”).

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement, effective September 1, 2010 through and including August 31, 2013, and the parties are engaged in negotiations for a successor Agreement; and

WHEREAS, the Parties have met for the purposes of bargaining over the impact of certain subjects that result from the Committee’s decision to continue to utilize part-time employees at the Taunton Alternative High School;

NOW, THEREFORE, the Parties agree as follows:

1. The Alternative High School shall have a minimum of four (4) FTE teachers – one (1) in each of the core subject areas unless student needs do not require the hiring of a full time teacher in any core area. Additional FTE or 0.5FTE teachers may also be hired for the Alternative High School, as the Committee determines is necessary, and as student needs dictate. Changes to the current Collective Bargaining Agreement for Alternative High School teaching positions shall be as follows:
 - a) “After Workday Requirements” set forth in Article V(D) modified to apply “before the workday”, instead of, “after the workday”.
2. The position of “Alternative High School Part-Time Teachers” and/or “Alternative High School Part-Time Guidance Counselors” shall be added to its appropriate place in Appendix D with an hourly rate of \$28.99 per hour for all services performed. The parties further agree that for each class taught by a part time teacher s/he shall be paid for up to one (1) hour of teaching per day for four (4) days per week with an additional one (1) hour of paid preparation time per week for a total of five (5) hours per full school week.
3. Alternative High School Part-Time Teachers shall teach no more than two (2) classes per school year and Alternative High School Part-Time Guidance Counselors shall provide no more than two (2) hours of guidance counselor services per day for a total of ten (10) hours per week. If a part-time teacher or part-time guidance counselor is absent for any reason, s/he shall not be paid for any absent time.

4. If all qualifications are equal, Association members shall be given preference for all part-time teaching positions in the Alternative High School. If there is a question over two potential candidates, the Superintendent will be presented with the qualifications of both the external and internal candidates, and shall determine who to hire, in accordance with the provisions of this paragraph. The decision of the Superintendent shall be final.
5. The Alternative High School Building Representative shall be given release time to attend Association board meetings.
6. The terms and conditions of this Memorandum of Agreement shall be incorporated into any successor Agreement that is established between the parties.
7. This Memorandum of Agreement is made without prejudice or precedent and shall not establish any practice by which either party may be bound at any time in the future.

WHEREFORE, this **Memorandum of Agreement** is hereby signed and sealed by the parties' duly authorized representatives:

For The Committee

For the Association

Date

Date