

**MEMORANDUM OF AGREEMENT
BETWEEN THE
FALL RIVER ADMINISTRATORS ASSOCIATION
AND THE
FALL RIVER SCHOOL COMMITTEE
UPDATED FEBRUARY 3, 2015**

Having bargained collectively for the terms of a successor to their July 1, 2010 – June 30, 2013 Collective Bargaining Agreement, the Fall River Administrators Association (“the Association”) and the Fall River School Committee (“the School Committee”) hereby mutually agree to extend the terms of that Agreement with the following modifications.

1. Term of New Contract (Article XXIX, p. 32)

The new Contract shall be effective for the one (1) year period from July 1, 2013 – June 30, 2014 and for the three (3) year period from July 1, 2014 – June 30, 2017.

2. Interim Agreements

All interim or other agreements that have been entered into by the parties during the term of the predecessor Contract shall be incorporated into the successor Contract. A list of such agreements shall be mutually developed during the course of these negotiations.

3. Provisions of New Contract

Except as modified by any such interim or other agreements between the parties and/or except as modified during these negotiations and/or except for such technical matters as date changes, all other provisions of the July 1, 2010 – June 30, 2013 Contract shall be carried over intact into the successor Contract.

4. Recognition (Article I, p. 1)

In the event that the FRAA and the Government Programs Administrators agree in writing to the following provisions concerning the seniority of Government Programs Administrators upon their transfer to the FRAA, Paragraphs 2 and 3 of the Memorandum of Agreement dated September 30, 2010 shall be fully implemented:

As of the date of transfer to the FRAA, any Government Programs Administrator shall be placed at the bottom of the FRAA Seniority List in the order of their then-current seniority among other Government Programs Administrators.

5. Vacancies and Promotions (Article XIII, p. 10)

A. Section A shall be amended to read as follows:

Whenever any vacancy in an administrative position occurs during the school year, due to but not limited to retirement, resignation or creation of a new position, it will be adequately publicized by the Superintendent by means of a notice as far in advance of the appointment as possible.

Written notice of such vacancy will also be available to the Association's president when said position(s) are posted. In both cases, the qualifications of the position and its duties and compensation according to the salary schedule will be clearly set forth. The qualifications set forth for a particular position will not be changed prior to an appointment or unless the Association has been notified in advance of such changes and the reasons for such change. A disagreement over the necessity for such change will be subject to the grievance and arbitration procedures set forth in this Agreement. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date on which the position is posted.

B. The last sentence of Section B shall be deleted and replaced with the following:

Permanent appointments to vacant administrative positions shall be made no later than by the start of the next school year following the school year in which the vacancy occurs. Such vacancies may be filled by a temporary acting appointment until such time as a permanent appointment is made, provided that such a temporary acting appointment may not continue beyond the end of the school year in which the vacancy occurred.

C. Section E shall be amended to read as follows:

Appointments will be made without regard to race, creed, religion, nationality, sex, marital status, military status, sexual orientation, disability, genetic information, gender identity, gender expression, or age.

6. Reduction In Force (Article XIV, p. 13)

A Joint Committee consisting of representatives of the FRAA and the School Committee shall be formed as soon as possible after the ratification of this Agreement for the purpose of negotiating in good faith over the impact of the amendment to Chapter 71, Section 42 of the General Laws upon the Reduction In Force Article. Any amendments to the Contract resulting from said negotiations shall take effect on September 1, 2016 and shall be subject to ratification by both the FRAA and the School Committee.

7. Sick Leave (Article XVIII, p. 16)

Effective as of July 1, 2014, Section A(2) shall be amended so that Administrators shall receive fourteen (14) Sick Leave Days per year.

8. Sick Leave Bank (Article XIX, p. 18)

Section B shall be amended to provide that, in order to access the Sick Leave Bank, an Administrator must have at least thirty (30) days of accumulated Sick Leave as of July 1 of the contract year in which the Sick Leave Bank access has been requested. In the event that an Administrator is granted access to the Bank in one school year and his/her condition carries over to the following school year requiring additional access to the Bank, the aforesaid thirty (30) day accumulation threshold shall not be applicable. In such a case, the Administrator would still be required to exhaust his/her sick leave and personal leave days before access to the Sick Leave Bank is reinstated.

9. Personal Leave Buy Back (Article XX, Section D, p. 19)

A new Section D(1) shall be added to Article XX which shall state as follows:

Upon resignation, retirement or death, Administrators shall be permitted to buy back all unused accumulated Personal Leave Days at their then current per diem rate of compensation.

10. Work Day and Work Year (Article XXII, Section A, p. 21)

- A. Section A shall be amended by adding the following as a new Section A(2):

In the event that mandatory professional development is scheduled on a work day, Administrators shall be paid at the applicable Administrative Hourly Rate for all time spent on such professional development after 4:30 p.m. This provision shall not have any effect upon the definition of the administrative work day that is contained in Section A herein.

- B. Section K shall be amended by adding Elementary and Middle School Department Heads in the first sentence to clarify that the assignment of no more than one (1) teaching block or period per day applies to all Department Heads.

11. Insurances and Annuity Plan (Article XXIII, p. 23)

The PEC Agreement that was effective April 1, 2012 through June 30, 2014 shall be included in the Collective Bargaining Agreement as an Appendix (see Attachment A). The PEC Agreement that is effective as of July 1, 2014 shall also be included in the Collective Bargaining Agreement as an Appendix (see Attachment B).

12. Salaries and Compensation (Article XXIV, p. 24)

- A. All salaries that are set forth on the Administrative Salary Schedule (Appendix D) shall be increased in the following amounts as of the following dates:

| | |
|--------------|---------------------------------|
| July 1, 2013 | One Percent (1.0%) |
| July 1, 2014 | One and One-Half Percent (1.5%) |
| July 1, 2015 | Two and One-Half Percent (2.5%) |
| July 1, 2016 | Two and One-Half Percent (2.5%) |

- B. In consideration for the extensive amount of time, training and professional development that certain Administrators will be required to undertake pursuant to the Regulations of the DESE in order to earn their Sheltered English Immersion (SEI) Endorsement and, in accordance with

the provisions of Article VIII, Section F of the Contract, all members of the Administrative Bargaining Unit who earn their SEI Endorsement shall earn three (3) Graduate Level Course Credits which shall be utilized for advancement on the FRAA's Salary Schedule. SEI Endorsement Training shall first be made available to those Administrators who are required to earn their SEI Endorsement by July 1, 2016 under the applicable DESE Regulations and shall also be opened up to other members of the Administrative Bargaining Unit who want to earn their SEI Endorsement provided that there are enough training slots available.

C. Expanded Learning Time and Level 4 School Stipends

1. Article XXII, Section L shall be deleted since it is no longer applicable.
2. Article XXIV, Section M and Appendix G of the Contract shall be amended in order to reflect the following Agreements:
 - a. Administrators who, as of the date of ratification of this Agreement, work at Expanded Learning Time Schools (defined as any school with an expanded or extended student day of any kind) that currently receive a stipend of \$7,500 (i.e. Kuss, Silvia and Viveiros) shall continue receiving said stipend in that amount for as long as there are sufficient funds in the ELT Grant allocated for that purpose.
 - b. Administrators at all other Expanded Learning Time Schools shall receive an annual stipend of \$4,000 effective as of the 2013 – 2014 school year. Effective as of July 1, 2015, the ELT Stipend for Administrators who work at Kuss shall be \$4,000. In the event that the ELT Grant funds are insufficient to sustain the \$7,500 ELT Stipend at Silvia and/or Viveiros, Administrators at those schools shall receive a Stipend of \$4,000.
 - c. Administrators at Level 4 Schools shall receive a Level 4 School Stipend in the amount of \$4,000.

- d. The Level 4 and ELT School Stipends shall be paid in the regular bi-weekly paychecks of Administrators.
 - e. Payment of any retroactive ELT Stipends (or portions thereof) owed to Administrators at Morton and Doran for the 2013 – 2014 school year shall be made with the payment of retroactive salary increases owed pursuant to this Agreement.
3. As a result of the agreements listed in Paragraph C(2) above, Article XXIV, Section M of the Contract shall be amended to read as follows:

Effective as of July 1, 2013, all Administrators at schools designated as Level 4 or ELT Schools (defined as any school with an expanded or extended student day of any kind) will be available within the school system at least during the normal teacher working day and at any times before and after these hours that are reasonably necessary to complete their administrative duties, be available to students and parents, or attend appropriate meetings at the Superintendent's request. In any event, the Administrator's workday shall not end prior to 4:00 p.m. In consideration for this extension of the contractual work day, members of the FRAA who are employed at Level 4 or ELT Schools shall receive a stipend in the amount of four thousand dollars (\$4,000.00) which shall be paid in the regular bi-weekly pay of Administrators. Administrators who, as of the date of ratification of this Agreement, work at Expanded Learning Time Schools that currently receive a stipend of \$7,500 (i.e. Kuss, Silvia and Viveiros) shall continue receiving said stipend in that amount for as long as there are sufficient funds in the ELT Grant allocated for that purpose. Effective as of July 1, 2015, the ELT Stipend for Administrators who work at Kuss shall be \$4,000. In the event that the ELT Grant funds are insufficient to sustain the \$7,500 ELT Stipend at Silvia and/or Viverios, Administrators at those schools shall receive a Stipend of \$4,000.00. This Stipend shall be part of each FRAA Member's Base Salary and a Level 4 and ELT School Salary Schedule shall be incorporated into the Contract as Appendix G so that the Stipend will be considered

“regular compensation” by the Massachusetts Teachers’ Retirement System.

- D. Effective as of July 1, 2013, the Assistant Director of the Alternative School position shall be added to the FRAA’s Administrative Classification Schedule at Level IIB.
- E. Effective as of July 1, 2014, the incumbent Administrator serving in the SNON Director of Special Populations position has been transferred to the vacant FRAA Coordinator of ELL position which is on Level IIIA of the FRAA’s Administrative Classification Schedule.
- F. Effective as of July 1, 2014, two (2) new Dean of Student Support and Operations positions have been created on the FRAA’s Administrative Classification Schedule at Level IIC. In order to occupy these two (2) positions, the incumbents must possess an Assistant Principal/Principal License.
- G. Special Education Supervisors and Out of District (OOG) Supervisor
 - 1. Effective as of July 1, 2014, the three (3) Special Education Supervisors who are at Level IIC on the FRAA’s Administrative Classification Schedule shall be moved to Level IID on the FRAA’s Administrative Classification Schedule.
 - 2. Effective as of July 1, 2014, the OOG Supervisor shall be moved from Level IIC on the FRAA’s Administrative Classification Schedule to Level IIIA on the FRAA’s Administrative Classification Schedule with an increased work year from 205 to 215 days.

13. General Provisions (Article XXV, p. 29)

Sections D and E shall be amended to read as follows:

- D. The Association President will be provided with email copies of the minutes of all School Committee meetings and all other printed materials as soon as possible after such meeting. Copies of the agenda of such meetings will be emailed to the Association President at the same time as they are released to publications.

- E. Section E shall be amended by changing the date that the FRAA Seniority List shall be provided to the FRAA by the School Committee from within thirty (30) days of the opening of school to within ninety (90) days of the opening of school.

14. School Adjustment Counselors

School Adjustment Counselors shall perform a maximum of two (2) Functional Behavior Assessments ("FBA's") per month during the school year. The Job Description for School Adjustment Counselors has been updated to reflect this additional responsibility and is attached to this Agreement.

15. Evaluation Procedure

The attached Directed Growth Plan and Improvement Plan Forms shall be added to the FRAA's Supervisory and Non-Supervisory Handbooks.

16. Credit on FRAA Salary Schedule (Article XXIV, p. 25 – 26)

In order to clarify certain existing contractual rights concerning credit for placement on the FRAA's Salary Schedule, the following amendments shall be made to Article XXIV, Sections E and G of the Contract:

- E. Except as provided in Section G, full credit for placement on the salary schedule will be granted upon initial employment in the administrative unit for all previous full-time administrative experience, for all previous teaching experience in the Fall River School System, for each year of active military service up to a maximum of three years, and for each year of service in the Peace Corps up to a maximum of two years. Effective as of July 1, 2013, in the event that the foregoing credit for placement on the salary schedule pursuant to this Section E or Section G herein would result in a loss in compensation, Administrators who are promoted into their positions directly from a position held as a Teacher in the Fall River School System shall be placed at that salary level and step that is closest to, but not less than, the last salary level and step received by them in their teaching position before the promotion.

- G. Full credit, not to exceed ten (10) years, will be given to all Guidance and School Adjustment Counselors (hereinafter referred to as "Counselors") who are first hired into these positions after the date of ratification of this Agreement for previous full-time counseling experience as an appointed counselor at an accredited public or private school as well as for any teaching experience in the Fall River School System provided that they are promoted to an administrative position directly from a teaching position.
1. Credit of one year for each year of active military service, not to exceed three (3) years, and credit of one (1) year for each year of Peace Corps work, not to exceed two (2) years, will be given to Counselors hired into those positions for the first time after the date of ratification of this Agreement upon their initial employment in those positions provided that official documentation is presented within ninety (90) days of the date of appointment.
 2. Counselors who are first hired into their positions after the date of ratification of this Agreement who have previous counseling and/or teaching experience in the Fall River School System and who leave the System to serve as a Counselor or a Teacher, or for military or Peace Corps service will, upon returning to Fall River, receive full credit on the salary schedule for all counseling and/or teaching experience, military experience, and Peace Corps work up to the maximum set forth in this Section. All counseling personnel entering the Armed Forces as draftees, volunteers or reservists, will be compensated at the rate of one (1) year on the salary schedule for each year of involuntary service beyond the time for which they had been drafted, volunteered, or their period of activation. Counselors who have not been engaged in counseling on a full-time basis will, upon returning to Fall River, be restored to the next position on the salary schedule above that at which they left.
 3. One-half of previously accumulated unused sick leave days will be restored to returning Counselors. Those Counselors on military leave, Peace Corps leave, or any other educationally related leave are furthermore entitled to one-half the sick days they might have accrued during these years of said leave.

17. Work Year/Personal Leave (Article XXII, Section G, p. 22)

In order to clarify certain contractual obligations with respect to the scheduling of contractually required work days before January 1 each year, Article XXII, Section G shall be amended to read as follows:

- G. The scheduling of the four (4) additional days for Level I Administrators, the fourteen (14) additional days for Level II Administrators, the twenty-four (24) additional days for Level IIIA Administrators and the thirty-two (32) additional days for Level IIIB Administrators shall be by agreement by each Administrator and his/her immediate supervisor at times that are most appropriate to the effective performance of each such Administrator's duties and responsibilities and shall be reduced to writing by no later than January 1 of each year so that all such Administrators will be able to plan their vacation and personal time so as not to conflict with their scheduled work days. In order to facilitate this scheduling process, the Superintendent shall provide Administrators with notice of any scheduled professional development during the above-described additional work day period by no later than January 1 of each year. Administrators shall not take vacations and/or personal time during any professional development scheduled during the above-described additional work day period unless approved by the Superintendent or her designee.

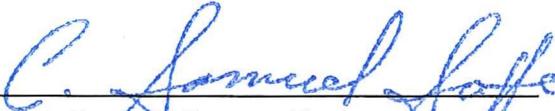
It is agreed that the Superintendent has designated the week of August 17, 2015 for Professional Development.

18. New Educational Lane on FRAA Salary Schedule (Article XXIV, p. 24)

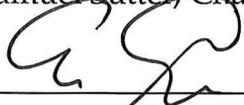
Effective as of July 1, 2014, a new Educational Lane on the FRAA's Salary Schedule shall be established for attainment of a Certificate of Advanced Graduate Studies ("CAGS") that is at the midpoint between the M+60/CAGS Lane and the Doctorate Lane.

Signed in the City of Fall River on this 9th day of July, 2015.

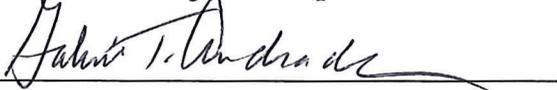
FALL RIVER SCHOOL COMMITTEE



Mayor Samuel Sutter, Chairperson



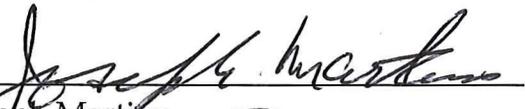
Mark Costa, Vice Chairperson



Gabriel Andrade



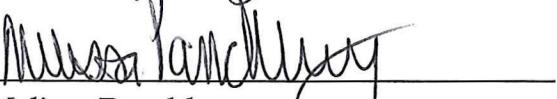
Paul Hart



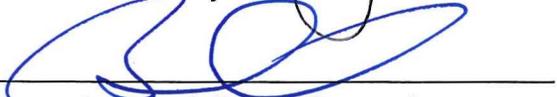
Joseph Martins



Robert Maynard



Melissa Panchley

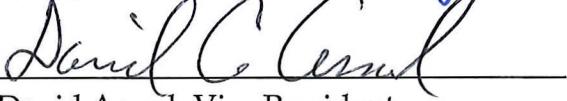


Bruce A. Assad, Legal Counsel

FALL RIVER ADMINISTRATORS
ASSOCIATION



George Ackley, President



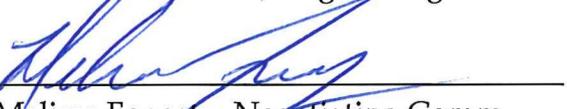
David Assad, Vice President



Libby Phelan, Secretary



Matthew Desmaris, Negotiating Comm.



Melissa Fogarty, Negotiating Comm.



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