

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FALL RIVER EDUCATORS' ASSOCIATION  
AND  
FALL RIVER SCHOOL COMMITTEE  
(FREA Nurse Educators)

Effective September 1, 2015 through August 31, 2017

The Collective Bargaining Agreement between the Fall River, Massachusetts Educators' Association (Association) and the Fall River, Massachusetts School Committee (Committee), dated September 1, 2013 through August 31, 2017, shall remain in effect except as modified below. All changes are effective September 1, 2015 unless otherwise noted.

[In modified text, deletions are denoted by strikethrough and additions are denoted by underline.]

**Article I – Recognition**

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting exclusively of all professional teaching employees of the Fall River School System including coaches, Title I teachers, other grant teachers, occupational and physical therapists, nurse educators, specialists in the teaching profession, excluding the Superintendent, Supervisors, Directors and other administrators. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "Teachers".

**Article V- Teaching Hours and Teaching Load**

- G. 1. Teachers may be required to remain within a limit of one (1) additional hour beyond the end of the regular workday, without additional compensation for the following:
- a. One day of each school month - building meeting called by the Principal/Nursing Supervisor.
  - b. One day of each school month - curriculum meetings or other meetings authorized by the Superintendent of Schools.

**Article VIII – Non-Teaching Duties**

- H. At the high school, teachers may be assigned to corridors and common areas to supervise students during passing time before or between assigned periods. Such supervision shall not include supervision of student restrooms.

The provisions of this section shall not apply to nurse educators. Nurses shall be in their respective offices.

#### **Article IX – Teacher Employment**

- A. Full credit, not to exceed ten (10) years, will be given for previous full-time teaching experience or employment in the medical field as an active registered nurse, as an appointed teacher or nurse in an accredited public or private school or medical practice. Credit of one year for each year of active military service, not to exceed three (3) years, and credit of one year for each year of Peace Corps work, not to exceed two (2) years, will be given to teachers upon initial employment provided official documentation is presented within 90 days of the date of appointment.

#### **Article X – Teacher Assignment**

H. Nurses will remain in school buildings or on school grounds for the full time that they are assigned to a building. This includes time taken for lunch breaks but does not include time needed to travel from one building to another, home visits, or visits to health care or community organizations that would be included in carrying out school nurse responsibilities. If there is a circumstance or situation that arises that requires a school nurse to leave a building or school grounds, the nurse will call his/her supervisor.

#### **Article XI – Transfers and Vacancies**

- F. Teachers or nurses desiring a transfer will submit a written request to the Superintendent or Nursing Supervisor or their his/her respective designees stating the assignment preferred. Requests must be renewed each year. All written requests will be acknowledged in writing. Requests and acknowledgments of requests maybe communicated electronically.

#### **General Provisions**

- A. Only Administrators who are licensed may serve as Evaluators of Educators. Nurse educators will be evaluated by the Nursing Supervisor.

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*(ADD New Appendix to the FREA Collective Bargaining Agreement)*

**Appendix – School Nurse Educators**

**Article I – Seniority**

The Nurse educators seniority list shall be maintained separately from the teacher seniority list.

**Article II – Reduction of Force**

For purposes in reductions in force, the nurse seniority lists will stand and function separately from the teacher’s seniority list.

**Article III – Nurse Job Description Committee**

The School Committee and Association agree to establish a joint labor/management committee to review and revise the Nurses job description (formerly Appendix B) of the prior Nurses agreement.

**Article IV – Evaluation Tool Committee**

The School Committee and Association agree to establish a joint labor/management committee to develop an action plan to ensure proper training sessions of nurse educators to be held within the geography of the Fall River, Massachusetts School District.

**Article V – General**

**Nursing Facilities**

Wherever feasible, nurses will have the following for their exclusive use:

- Office with desk, chair, telephone, computer, fax machine, copy machine, printer, locking file cabinet, and locking medication storage area
- Private area for nursing assessments, and treatments including a cot for students

- Storage area for medical supplies
- Reserved parking area
- Nurses will be given the opportunity to express their ideas related to new facilities and/or alterations to old facilities

**Sick Leave, Personal Days, and Longevity Pay:**

Same as Teachers.

**Article VI – Positions in Summer School, Evening School, and under Federal Programs**

- A. Positions under Federal Programs will be adequately publicized by the Superintendent in each school building as they become available. Notice will be sent to the Association President, and teachers and nurse educators who have applied for such positions will be notified of the action taken regarding their application as early as possible. Summer school and evening school openings will be publicized not later than the preceding March 1<sup>st</sup> and June 1<sup>st</sup>, respectively, and teachers will be notified of the action as soon as possible.
- B. Teaching and nurses positions in the Fall River summer schools and evening schools and positions under Federal programs will be filled first by regularly appointed and qualified teachers in the Fall River School System. If teachers or nurses are not notified of a cancellation one hour before the scheduled start of night school, teachers or nurses will be remunerated their full salary for that evening. One hour prior notification by radio before the start of night school will be deemed proper notification. All night school classes cancelled will be rescheduled, except for those cancelled due to strike by School Committee employees.

**Article VII – Academic Summer Professional Development Requirement**

In a Level 4 school or upon designation of a school's Level 4 status, a nurse educator would not be required to attend academic summer professional development.

**Article VIII – Nurse Salaries**

1. Nurse educators will be placed upon the teacher salary schedule based on their respective lanes and step on the first payroll following the ratification of this agreement. Salary increases and adjustments to lanes and steps shall be effective and retroactive to September 1, 2015.

Nurse educators working in schools with ELT will be placed upon the appropriate schedule for that school depending on the amount of ELT time worked. If a nurse educator in a school with ELT has a compensation arrangement that provides a higher compensation than the teacher negotiated ELT compensation, the nurse educator will maintain her current compensation arrangement and will be redlined until the teacher scale provides greater ELT compensation. Nurse Educators hired prior to 2014 at ELT schools where the compensation arrangement is based on a percentage rate established prior to 2014 will continue to have their percentage rate redlined.

2. A one-time payment shall be made to all nurse educators upon the ratification of this agreement. These amounts shall be as follows:

<u>Over 2 years of service:</u>	<u>\$1,500</u>
<u>Less than 2 years of service:</u>	<u>\$500</u>

**Article IX – Professional Development and Educational Development**

The School Committee will reimburse nurse educators for the costs related to maintaining their nursing license. This shall include license renewal fees, and up to four hundred dollars (\$400) per renewal cycle (every two years) toward Continuing Education Unit costs.

**Article X – Employee Indemnification (Nurse Educators)**

The Committee agrees to indemnify the nurse educators for all money damages incurred in connection with any claim, suit, or judgment against the employee for negligent acts, or omissions of the nurse employee arising out of the employment of said employee and performed or omitted in the course of said employment, provided that the nurse employee is represented in said claim, suit, or judgment by legal counsel appointed or approved by the Committee.

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Fall River School Committee

\_\_\_\_\_  
Date

  
Fall River Educators' Association

10-20-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Nurse Representative

\_\_\_\_\_  
Date