

**MEMORANDUM OF AGREEMENT
BETWEEN THE
FALL RIVER SCHOOL COMMITTEE
AND THE
FALL RIVER ADMINISTRATORS ASSOCIATION
FOR THE FONSECA SCHOOL LEVEL 4
JANUARY 1, 2017 – JUNE 30, 2020
THREE YEAR, NON-PRECEDENT SETTING AGREEMENT**

WHEREAS, the Fall River School Committee (hereinafter, “the Committee”) and the Fall River Administrators Association (hereinafter, “the Association” and jointly, “the Parties”) have met for the purpose of bargaining modifications to the Collective Bargaining Agreement (hereinafter, “the Contract”) to address the Level 4 status of the Fonseca Elementary School;

NOW THEREFORE, the Parties agree as follows:

The Collective Bargaining Agreement between the Fall River School Committee and the Fall River Administrators Association shall be modified only as specifically provided herein, to address subjects related to the Level 4 designation of the Fonseca School.

WORK DAY AND WORK YEAR/PROFESSIONAL DEVELOPMENT

- A. Effective 2017-2018 school year, the teacher work day shall be from 8:05 am – 2:57 pm. The student day shall be from 8:15 am – 2:52 pm. In accordance with Article XXIV, Section M of the Contract, the work day of Administrators at the Fonseca school shall not end prior to 4:00 p.m. In recognition of this extended work day for Administrators, all Administrators at the Fonseca School shall receive a stipend in the amount of four thousand dollars (\$4,000.00).
- B. The principal shall select one day per month for (1) early dismissal so that two (2) hours shall be made available for administratively directed professional development. On this day, students shall be dismissed at 12:52 pm and the teacher workday shall end at 3:57 pm.
- C. Prior to the 2017-2018 school year, Administrators at the Fonseca School shall be required to attend up to eight (8) week days for professional development. The eight (8) week days shall be scheduled in two (2) blocks of four (4) consecutive week days. The first four-day block shall be mandatory and will be scheduled from August 7 through 10 and shall consist of six (6) hour days. The second block shall be scheduled from August 21 through 24 and shall consist of four (4) hour days. The Administration shall provide make up training opportunities for any Administrator who was unable to attend the second block of professional development days due to previously scheduled vacation plans.
 1. For Administrators with a 205 day work year, the eight (8) days of Professional Development specified in this Section shall be part of their normal 205 day work

year.

2. Administrators with a 195 day work year shall receive the Administrative Hourly Rate in accordance with Article XXIV, Section L of the Contract for all hours during the eight (8) days of Professional Development.
- D. Prior to the 2018-2019 school year, Administrators at the Fonseca School shall be required to attend up to eight (8) week days for professional development. The eight (8) week days shall be scheduled in two (2) blocks of four (4) consecutive week days. The first block shall be scheduled from August 6 through 9 and shall consist of six (6) hour days. The second block shall be scheduled from August 20 through 23 and shall consist of four (4) hour days. The ILT shall have input into the priorities and design of this summer professional development, but final decision shall be the Principal's.
1. For Administrators with a 205 day work year, the eight (8) days of Professional Development specified in this Section shall be part of their normal 205 day work year.
 2. Administrators with a 195 day work year shall receive the Administrative Hourly Rate in accordance with Article XXIV, Section L of the Contract for all hours during the eight (8) days of Professional Development.
- E. Prior to the 2019-2020 school year, Administrators at the Fonseca School shall be required to attend up to five (5) week days for professional development. The five (5) week days shall be scheduled consecutively from August 19 through 23 and shall consist of seven (7) hour days. The ILT shall have input into the priorities and design of this summer professional development, but final decision shall be the Principal's.
1. For Administrators with a 205 day work year, the five (5) days of Professional Development specified in this Section shall be part of their normal 205 day work year.
 2. Administrators with a 195 day work year shall receive the Administrative Hourly Rate in accordance with Article XXIV, Section L of the Contract for all hours during the five (5) days of Professional Development.
- F. Peer Observation: Administrators may be expected to model (peer modeling/ observation) up to three (3) duties per school year for fellow employees, including, but not limited to, supervision and evaluation. Administrators will work together with the principal to schedule these observations. Peer modeling/observation will not be included in the Educator Evaluation process. Each employee may receive up to three (3) school business days per school year to visit classrooms of high achieving schools to share best practices. Administrators shall request such visitation days and approval will be at the discretion of the Principal.

STAFFING

- A. Administrators at the Fonseca School may "opt out" by February 15 for the next school year. An administrator's request to "opt out" is conditioned upon a licensed/certified administrator selected by the principal to "opt in" to fill the position.
- B. In recognition of the fact that there exists some urgency in the turnaround process for student achievement at the Fonseca School, the Parties agree to the following:

The Principal may "opt out" an administrator to another school. Notification by the Principal to administratively "opt out" an administrator shall be made, in writing by March 1 for the next school year.

- C. Any administrator at the Fonseca School who has elected to "opt out" as provided in Section A, above, or who has been "opted out", as provided in Section B, above, shall be placed on the "displaced administrator list", or if there are no vacancies, shall be considered "RIF"ed as provided in Article XIV, Section C of the Collective Bargaining Agreement.
- D. Vacancies at the Fonseca School shall not be eligible for placement on the "displaced administrator" vacancy list unless such a Fonseca School vacancy is a vacancy of "last resort" for an administrator on the displaced administrator list. "Last resort" means there is no other vacancy in the District which the displaced administrator can fill as provided by "displaced administrator provisions" of the Agreement.
- E. In addition, separate and apart from the Opt Out provisions that are set forth above, the Fonseca School shall not be eligible for placement pursuant to Article XIV, Section C of the Contract (i.e. the Reduction In Force provisions) unless the Fonseca School position is a position of "last resort" for a RIF'ed Administrator. "Last resort" means there is no other vacancy in the District which the RIF'ed Administrator can fill as provided by either the "displaced administrator provisions" or Article XIV, Section C of the Contract. In addition, an FRAA Member who has elected to "opt out" as provided in Section A, above, or who has been "opted out", as provided in Section B, above, shall not be eligible to exercise bumping rights into Fonseca or any other Level 4 School. Further, an FRAA Member who is RIF'ed as a result of another FRAA Member being Opted Out shall not be eligible to exercise bumping rights into Fonseca or any other Level 4 School.

DISPLACED ADMINISTRATORS

Effective immediately, the process for the assignment of Displaced Administrators at the Fonseca School shall be as provided herein.

- A. A "Displaced Administrator" shall be defined as a bargaining unit member who has elected to "opt out" as provided in Section A, above, or who has been "opted out", as provided in Section B, above, at a time when a vacancy (s) or opening (s) exists for which such bargaining unit member is qualified/licensed.

- B. The process of assigning such administrators to positions shall be subject to the Collective Bargaining Agreement and this Memorandum of Agreement, as follows:
1. The Employer shall notify all administrators at the Fonseca School, grade, subject, department and/or area (hereinafter, all considered in the term "area") of the elimination of such positions, in writing, within 10 business days after it became aware of the elimination of such positions. Such notice shall also be provided to the Association. Within 10 business days after the above notice was provided, displaced administrators will be notified, in writing, of their status. At the same time, the Employer will provide a list of displaced administrators to the Association.
 2. The Employer will provide a list of such existing or anticipated openings or vacancies in the areas in which the displaced administrator(s) is certified/licensed. The Employer will provide a list of such existing or anticipated openings or vacancies in the areas in which the displaced administrator(s) is certified/licensed to such administrators and to the Association.
 3. The Parties will jointly create a form for use in the displaced administrator bidding process. Displaced administrators shall use the form to bid for the vacancies on the list in order of the individual administrator's preference, 1st 2nd and 3rd. Provided that the criteria listed in Article XIII, Section B of the Collective Bargaining Agreement is substantially equal between administrators, they shall be assigned to such positions for which they are certified/licensed on the basis of their seniority, the most senior shall receive his/her highest preference, and so on. Displaced administrators will be provided a minimum of 5 business days and a maximum of 10 business days, as designated by the Employer, to complete the bidding form and submit it to the office of the Superintendent or his/her designee.
 4. In any case in which a displaced administrator is not assigned to the vacant position of his/her choice, in order of his/her highest preference, for any reason other than based on his/her seniority, the Employer shall provide the reason, in writing, upon request of the administrator or the Association. Administrators will be notified of their assignments, in writing, within 10 business days following the submission of the bidding form.
 5. Any grievance arising out of an alleged violation of this Memorandum of Agreement shall be processed through all levels of the grievance/arbitration procedure, Article V, in an expeditious manner.

ADMINISTRATIVE LEADERSHIP

- A. An Instructional Leadership Team ("ILT") shall be established. The Association shall have representation on the ILT consistent with the current practice.

- B. The ILT shall determine the criteria for site-level lesson plans.
- C. The ILT meetings shall be open to all Association bargaining unit members to observe. All Association bargaining unit members in Fonseca School shall receive, in advance of each ILT meeting, copies of the agenda as well as minutes or notes from prior meetings in order to have an opportunity to offer timely feedback and input on the agenda to the ILT.

DURATION

This Agreement shall be effective from January 1, 2017 through June 30, 2020. Once the Fonseca School loses its designation as "underperforming" this Memorandum of Agreement will cease to be in effect and all changes in working conditions and changes in the Collective Bargaining Agreement established by the turnaround plan shall no longer apply. All of the terms and provisions of the Collective Bargaining Agreement will return to full force and effect status. Notwithstanding the above, this Memorandum of Agreement shall be effective only for the three years this turnaround plan is in effect (consistent with Section 3 (i) of the Act Relative to the Achievement Gap) and shall be non-precedent setting.

FOR THE COMMITTEE:



Date: 3/27/17

FOR THE ASSOCIATION:



Date: 3/17/17