COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

ADMINISTRATORS ASSOCIATION

July 1, 2017 through June 30, 2020

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ARTICLE I

RECOGNITION

A. The Fall River School Committee recognizes the Fall River Administrators' Association as the exclusive collective bargaining representative for the members of its administrative staff who are employed in the positions listed in *Appendix A*, attached hereto, and for any other new administrative positions not disqualified from Collective Bargaining by the Education Reform Act of 1993 or other statute of the Commonwealth of Massachusetts that may be added to the aforesaid administrative unit in the future. In addition, all federally and state funded administrative positions shall be included in the administrative unit.

B. Before any newly established administrative position that is within the scope of the administrative bargaining unit is posted, the School Committee shall provide the Association with a copy of the proposed job description and salary for the position and shall also, upon the request of the Association, engage in collective bargaining with respect to any such newly established administrative position. If no contrary agreement is reached before the position is filled, the School Committee shall fill the position at the posted salary.

C. Unless otherwise indicated, members of the bargaining unit will hereinafter be referred to as Administrators, the Fall River Administrators' Association will hereinafter be referred to as the Association, and the Fall River School Committee will hereinafter be referred to as the School Committee or the Committee.

ARTICLE II

SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate or impair any power, right or duty possessed by the School Committee except where such power, right or duty is limited by the terms of this Agreement.

ARTICLE III

ADMINISTRATORS' RIGHTS

A. Administrators are entitled to full rights of citizenship, and no religious or political activities of any Administrator, or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.

B. Whenever a grievance is instituted against an Administrator by a member of another bargaining unit, the Administrator will have the right to be represented at all stages of the grievance procedure by a representative of his/her own choosing, including a representative of the Association. However, such right to be represented shall not include the right to participate as a third or independent party in any arbitration proceeding.

ARTICLE IV

DEDUCTIONS AND AGENCY SERVICE FEE

A. The School Committee agrees to deduct Association dues, agency service fees, and credit union payments from the salary of each Administrator who signs an authorization card permitting such deductions.

B. The Treasurer of the Association will submit a letter to the City Treasurer and to the Superintendent at the start of each school year certifying the total amount of the dues and the agency service fee for that year. The dues and agency service fees will be deducted and transmitted to the Treasurer of the Association on a monthly basis.

C. In recognition of the fact that the Association has the legal responsibility of serving as the exclusive collective bargaining representative for all of the members of the administrative bargaining unit, irrespective of their status as members of the Association, it is hereby agreed that any member of the bargaining unit who is not a member of the Association shall, as a condition of his/her continued employment, pay the Association an agency fee in an amount equal to the amount required to become and remain a member in good standing of the Association beginning on the thirtieth (30^{th}) day following the effective date of this Agreement, or on the thirtieth (30^{th}) day following the commencement of his/her employment in the administrative unit, whichever occurs later.

D. Administrators shall have the option of having their paychecks deposited directly into any Fall River bank or credit union of their choice.

E. A plan for payroll deduction for U.S. Savings Bonds, either by the firm which processes the School Department payroll or by the bank to which the funds are deposited, shall be implemented. If neither can handle the payroll deduction for U.S. Savings Bonds, the account shall be transferred to a bank or other financial institution which can offer this service.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an Administrator or group of Administrators, and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. PURPOSE:

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of the Administrators. The Committee and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein will be construed as limiting the right of any Administrator with a grievance to discuss the matter informally with any appropriate member of the Administration and to adjust the grievance without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at the discussion and to state its views.

C. PROCEDURE:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, shall be processed on a reduced time limit basis so that the grievance procedure may be completed prior to the end of the school term or as soon thereafter as is practicable.

1. Level One: An informal settlement between the aggrieved Administrator and his/her immediate supervisor will be attempted. The grievant may be the spokesperson or may have a representative of the Association who will be present be the spokesperson. The objective of Level One will be to resolve the matter informally.

2. Level Two: If the grievance cannot be satisfactorily disposed of within five (5) school days after its presentation at Level One, the Association's Grievance Committee may refer the grievance to Level Two by submitting it in writing to the Superintendent of Schools and/or his/her designee. The Superintendent and/or his/her designee will arrange to meet with a representative or representatives of the Grievance Committee and, at the grievant's option, with the grievant within five (5) school days after its submission to Level Two. Copies of the answer shall be simultaneously sent to the Chairman of the Grievance Committee and to the grievant.

3. Level Three: If the grievance is not resolved by the Level Two answer, the Grievance Committee may refer it to Level Three by submitting it in writing to the School Committee within ten (10) school days after receipt of the Level Two answer. The Grievance Sub-Committee of the School Committee will arrange to meet with a representative or representatives of the Grievance Committee and, at the grievant's option, with the grievant within ten (10) school days after the School Committee's receipt of the grievance. At its next regular meeting following the aforesaid Level Three meeting, the full School Committee shall discuss the grievance in Executive Session and thereafter vote upon it in open session. The School Committee shall answer the grievance in writing within five (5) school days after voting upon it. Copies of the School Committee's answer shall be simultaneously sent to the Chairman of the Grievance Committee and to the grievant.

4. Level Four: If the grievance is not resolved by the School Committee's answer, the Association may refer the grievance to arbitration within twenty (20) school days of its receipt of the School Committee's answer. If the parties are unable to reach agreement upon an arbitrator within ten (10) school days after submission of the grievance to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In that event, the parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator, so selected, will confer with representatives of the School Committee and the Association, will hold hearings promptly, and will issue his/her decision as soon as possible after completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator will be submitted to the School

Committee and to the Association and will be final and binding subject to the right of either party to exercise their respective rights under Chapter 150C of the General Laws. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

5. If an administrator does not file a grievance in writing with the Chairperson of the Grievance Committee and the written grievance is not forwarded to the Superintendent and/or his/her designee within thirty (30) days after the Administrator knew or should reasonably have known of the occurrence or the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four. However, any such waiver shall be applicable only to that particular grievance and shall not be considered to be a waiver or relinquishment of the right of any Administrator or the Association to grieve any similar or identical alleged violation in the future or to otherwise enforce the future performance of any of the various provisions contained in this Agreement.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION:

1. No reprisals of any kind will be taken by the School Committee or by any other member of the Administration against any party in interest, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any employee organization other than the Association. When the Association is not presenting an Administrator's grievance, it shall have the right to be present and to state its views at all stages of the grievance procedure.

E. MISCELLANEOUS:

1. If a grievance affects more than one Administrator, the Grievance Committee may submit such a grievance in writing directly to the Superintendent and/or his/her designee, and the processing of such grievance will be commenced at Level Two.

2. All documents, communication, and records resulting from the processing of a grievance will be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations, and other necessary documents will be jointly

prepared by the Superintendent and/or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE VI

USE OF SCHOOL FACILITIES

A. The Association will have the right to use school buildings at reasonable times for meetings so long as no additional cost is incurred by the School Department. The principal of the building in question will be notified in advance of the time and place of all such meetings. Notice of such meetings may be posted on bulletin boards and placed in Administrators' mailboxes.

B. The Association will have the right to use school machines (duplicating, copying, etc.) whenever they are not in use for school purposes, provided that it purchases its own supplies (stencils, paper, etc.) for said machines and notifies the principal of the school involved. The machines will be used only by authorized personnel.

C. The Association will have the right to place notices, circulars, and other materials on bulletin boards and in Administrators' mailboxes. Copies of all such material shall be given to the Superintendent.

ARTICLE VII

MEET AND DISCUSS AND CONSULTATION PROCEDURES

A. The School Committee agrees to meet up to two (2) times a year with representatives of the Association in special session for the purpose of discussion on such matters as the Association determines.

B. The Association agrees to provide the School Committee with a written list of the topics it wishes to discuss with the School Committee, and will give at least seven (7) days' prior notice before any requested meeting is scheduled.

C. There will be not more than five (5) members appointed by the Association per meeting.

ARTICLE VIII

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

A. Curriculum and other major committees appointed by the Superintendent or his/her designee, functioning during the regular school year, shall include representatives of the administrative staff interested in such service.

B. The Committee shall pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by Administrators who at the request of or with the recommendation of the Superintendent of Schools attend workshops, conferences, conventions, or other professional improvement sessions.

C. The Committee will, upon request, provide the Association with pertinent documents or materials which will assist the Association in developing intelligent, accurate, informed and constructive educational programs subject to reasonable cost limitation.

D. The negotiating committee of the Fall River Administrators' Association will negotiate with the representatives of the School Committee during the term of this contract to develop a process and an instrument for evaluation of Administrators.

E. The School District will offer one (1) graduate level course per year that will help Administrators earn PDPs at no cost to them subject to funding.

F. 1. Administrators shall earn twenty-six (26) PDP's for attending the Summer Institute Professional Development.

2. Administrators shall earn PDP's for attending other Professional Development.

ARTICLE IX

CLASS SIZE AND DISTRIBUTION

A. The Committee agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the school system, the building facilities available, the availability of qualified personnel, and the best interest of the district as deemed administratively feasible.

B. The capacity and adequacy of pupil facilities available in a teaching room or station shall be given consideration in the scheduling of pupils.

C. Administrators who reside outside of the City of Fall River may be allowed to enroll their children in the Fall River Public Schools on a tuition-free basis subject,

however, to the right of the Superintendent of Schools or his/her designee to assign such children to specific schools as he/she deems fit or sees necessary.

ARTICLE X

ADMINISTRATORS' RESPONSIBILITIES

A. The Committee and the Association agree that the basic responsibility of each Administrator shall be to work cooperatively with his/her Principal or other immediate supervisor in the administration, management, direction and supervision of their respective buildings, programs or other areas of responsibility. To that end, an Administrator may be assigned new duties by his/her immediate supervisor to be performed during his/her regular work day or contractual work year provided that such new duties are consistent with the Administrators' administrative responsibilities to administer, manage or supervise their respective programs and/or buildings. However, in order to enable them to perform their basic administrative responsibilities, the School Committee agrees that it will not delegate non-emergency teaching or general maintenance custodial duties to Administrators. In the event that an Administrator is required to substitute teach, he/she shall receive the Administrative Hourly Rate for each class taught.

B. The School Committee and the Central Administration will support the Administrators in their efforts to direct, supervise and manage those other employees of the School Department who work in their buildings or under their supervision. Within budgetary constraints, adequate personnel will be provided to enable the Administrators to carry out their various administrative and supervisory responsibilities. The School Committee recognizes that certain inefficiencies may result from the failure to provide adequate personnel.

C. In the event of a work stoppage or other emergency situation whereby personnel in other bargaining units do not report to work as scheduled, representatives of the School Committee will meet with representatives of the Association for the purpose of discussing what the responsibilities of the Administrators will be during any such work stoppage or other emergency.

D. All Administrators will perform supervision of students in their respective schools or departments on a rotating basis as determined by the Principal or Department Head. (Such as: supervision will not be limited to school-yard duty, cafeteria duty, hallway duty, etc.) This provision will be effective upon the signing of the Collective Bargaining Agreement.

E. The Committee and the Association agree that the Fall River School Department is a standards based school system which is committed to meeting the expectations and standards for learning and instruction that are required by the Massachusetts Department of Education. Administrators will provide leadership

that promotes the application of state and district standards to all aspects of the District's instructional and related service programs including: curriculum development, student and program assessment, planning, instructional practice, reporting student performance, and professional development.

F. 1. School Adjustment Counselors will continue to perform up to a maximum of two (2) Functional Behavior Assessments (FBA's) per month.

2. The School Committee shall provide mandatory training for all Administrators who are required to perform FBA's which shall count toward their PDP's.

3. The FRAA and the School Committee shall develop specific guidelines for the referral of students for FBA's and who is responsible for making the decision to assign FBA's. The guidelines shall be developed as soon as possible after the ratification of this Agreement in a Joint Sub-Committee consisting of two (2) Members appointed by the FRAA and two (2) Members appointed by the Superintendent.

ARTICLE XI

PERSONNEL FILES

A. Within five (5) days of the submission of a request, an Administrator will have the right, by appointment, to review but not remove the contents of his/her personnel file. Any such Administrator will be entitled to have a representative of the Association accompany him/her during such review.

B. No material that is derogatory of an Administrators' conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent and the immediate supervisor involved, each of whom will affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Said answer will be attached to the original material.

C. Before the School Committee discusses or considers in Open Session any report of a derogatory nature or a complaint concerning one or more Administrators, the Administrators involved shall have the right to discuss the matter with the School Committee in Executive Session in accordance with the procedures described in Chapter 39, Section 23B, of the General Laws.

ARTICLE XII

JUST CAUSE

A. No Administrator shall be dismissed, demoted, reduced in rank or compensation, reprimanded as herein defined, or otherwise disciplined in any way except for just cause or bona fide administrative reorganization. As used herein, a reprimand is defined as a "formal rebuke in written form" from an Administrator's immediate supervisor.

B. Any Administrator, against whom any of the foregoing actions is taken, may elect to contest such action under the contractual grievance and arbitration procedure, or under the procedure for judicial review set forth in Chapter 71, Section 43A, of the General Laws. Once an election of remedies has been made by an Administrator, all rights to proceed under the alternative procedure shall be deemed to have been waived.

C. It is not the intent of this Article to restrict the Superintendent's authority under Chapter 71 with respect to the non-reappointment of administrative personnel. In those cases in which there is a claim of procedural as opposed to substantive impropriety, the procedural claim may be subject to the grievance and arbitration procedure set forth herein.

ARTICLE XIII

VACANCIES AND PROMOTIONS

A. 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. The filling of vacancies shall be based on funding and the needs of the School Department.

B. All qualified/certified personnel for the vacant position will be given adequate opportunity to make application for such positions; and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. While the School Committee may appoint an Administrator who does not possess a Master's Degree to an Administrative Bargaining Unit position, no such individual shall be appointed to such a vacancy unless (a) he/she is appropriately licensed to hold the vacant position under the applicable Department of Elementary and Secondary Education Regulations or (b) that he/she has been granted a waiver by the Department of Elementary and Secondary Education. Notwithstanding the above, all members of the Administrative Bargaining Unit must obtain a Master's Degree as a condition of continued employment in the Administrative Bargaining Unit no later than three (3) years from the date of this Agreement or the date of their appointment to the Administrative Bargaining Unit, whichever is later. In filling vacancies, consideration will be given to qualified/certified Administrators already employed by the Committee. Each applicant not selected will receive written notification from the Superintendent (or designee) that he/she was not selected. 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. The Committee shall determine the qualifications for each posted position subject to the provisions of Sections A and B above. The qualifications shall include a requirement either that the applicant have the appropriate certification or license for the position as determined by the Department of Education or that he/she has been granted a waiver by the Department of Education.

D. Administrative positions in the Fall River summer school and evening schools, and administrative positions under federal programs over and above those filled by full-time federal administrators, will be filled first by regularly appointed and qualified Administrators in the Fall River School System. Administrators will be given first consideration for monitoring of students or proctoring teacher tests given in the public schools.

E. 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.

F. Whenever possible, changes in administrative assignments will be voluntary. An involuntary transfer will be made only after a meeting between the Administrator and the Superintendent or his/her designee, at which time the Administrator will be notified of the reasons for the proposed transfer. In the event that the Administrator objects to the transfer, the Association will be notified and the

Superintendent or his/her designee will meet with the Association's representatives to discuss the transfer. An involuntary transfer must be to a comparable FRAA position on the same level of the Classification Schedule (i.e. from Level IID to Level IID etc.) and also shall not result in a loss in compensation for the remainder of a given school year in the event that the transfer is from an ELT School to a non-ELT School. In addition, no FRAA Member can be involuntarily transferred to an ELT School. Involuntary transfers that comply with this paragraph shall not be grievable.

ARTICLE XIV

REDUCTION IN FORCE

A. In the event that the School Committee contemplates reducing the number of Administrators in the bargaining unit because of financial limitations, a decline in pupil enrollment, or any other reason, it shall provide the Association with written notice of that fact before May 1st of the school year prior to the contemplated reduction. Thereafter, if requested to do so by the Association, the School Committee will engage in negotiations with respect to any such proposed reduction.

B. If following such negotiations it is determined that some reduction is necessary, every effort will be made to accomplish any such reduction by normal attrition.

C. If any such required reduction cannot be accomplished by normal attrition, the following procedures shall govern:

1. Any Administrator who is to be reduced from his/her position shall be given written notification of his/her reduction and of the position to which it is proposed to reassign him/her by May 1st of that school year.

2. Any such reduction shall take effect as of the last day of the school year, and the affected Administrator shall be entitled to receive the full salary for his/her position for that school year by June 30th.

3. No Administrator of "professional status" in a given administrative position shall be reduced from that position if there is someone who is not of "professional status" in that position.

4. If all Administrators within a given position have "professional status" in that position, the reduction will take place on the basis of seniority, with the last Administrator who was appointed to that position being the one who is to be reduced from it.

5. Administrators who are reduced from their positions shall have the following bumping rights:

   a. The right to bump Administrators in administrative positions that they have held previously and have recertified for that position, irrespective of whether they acquire "professional status" in that position prior to their appointment to their present position, provided that their overall administrative seniority is greater;

   b. The right to bump Administrators in administrative positions for which they are currently certified, irrespective of whether they ever held that position prior to their appointment to their present position, provided that their overall administrative seniority is greater. Administrators shall only be permitted to exercise the bumping right that is set forth in this subsection within the Administrative Classification Level (i.e. Level I, Level II and Level III) of their present position as specified in Appendix A, Administrative Classifications. For purposes of this subsection, an Administrative Classification Level shall encompass all sublevels within that Classification so that an Administrator on Level IA shall be permitted to bump an Administrator on Level IB and vice versa, an Administrator on Level IIA shall be permitted to bump an Administrator on Level IIB, C or D and vice versa and an Administrator on Level IIIA shall be permitted to bump an Administrator on Level IIIB and vice versa.

   c. The right to bump into any vacant teaching position for which he/she has been recertified that he/she has previously served in as a classroom teacher in the Fall River Public School System, based upon his/her overall seniority in the Fall River School System, in which event he/she shall be credited for seniority purposes with so much of his/her total length of service in the Fall River School System as may be allowed in accordance with the Fall River Educators Association contract, as the same may be amended from time to time. In the event that there are no vacant teaching positions available, an FRAA Member who previously attained Professional Status as a Teacher in the Fall River Public Schools shall have the right to bump a non-Professional Teacher Status Teacher in a position for which he/she has been recertified that he/she has previously served in as a classroom teacher in the Fall River Public School System, based upon his/her overall seniority in the Fall River School System, in which event he/she shall be credited for seniority purposes with so much of his/her total length of service in the Fall River School System as may be allowed in accordance with the Fall River Educators Association contract, as the same may be amended from time to time. For the purposes of this Subsection, any Administrator whose certification has lapsed will be allowed to bump into a teaching position in which he/she was previously certified subject to the foregoing terms and conditions, but will be required as a condition of continued employment in that position to become recertified for that position within the

time period that is set forth in the Department of Education's regulations dealing with recertification.

6. Either in addition to or in lieu of the bumping options that are described in Subsection 5, the School Committee may determine that a reduction in force necessitates the reassignment or transfer of one or more administrators to comparably compensated positions at a different school or schools. Any such reassignments or transfers will be based upon the School District's program needs as well as upon the past work experience and work performance of the Administrators in the affected classification. Work performance shall be measured by such objective criteria as (1) the formal, written evaluations of the Administrators in the affected classification, (2) letters from supervisory personnel related to job performance and (3) the attendance records of the Administrators. In any case in which the foregoing factors are substantially equal, the position seniority of the members in the affected classification, as hereinafter defined in Section 7, shall be the determinative factor for such reassignments or transfers with the most senior Administrator being offered the first opportunity to accept a reassignment or transfer to a different school, then the next most senior Administrator and so forth.

7. For the purpose of this Article, an Administrator's seniority within his/her position shall include all time from the date of his/her appointment to that position, including any time spent on sick leave, maternity leave, disability leave, or any other approved leave. An Administrator's overall administrative seniority shall include: all time from the date of his/her first appointment to an administrative position in the Fall River School System, including any time spent on sick leave, maternity leave, disability leave or any other approved leave. An Administrator's overall seniority in the Fall River School System shall include: all time from the date of his/her first appointment to any professional position in the Fall River School System, including any time spent on sick leave, maternity leave, disability leave or any other approved leave. Service prior to an Administrator's bona fide resignation or termination shall not be restored for the purposes of computing his/her seniority upon his/her reappointment. Whenever the position seniority of two or more Administrators is the same, their administrative seniority shall be determinative of their rights; if that is also the same, then their overall seniority in the Fall River Public School System shall be determinative of their rights.

8. Administrators who are reduced from their permanent positions shall have the following recall rights:

   a. The right to be recalled to the position from which they were reduced in the reverse order of their layoff from that position;

   b. The right to be recalled to administrative positions in which vacancies develop and from which no one has been reduced or to which no one has

recall rights based upon their administrative seniority, provided that they are qualified to fill such positions.

c. Recall Rights expire two (2) full contract years after the effective date of the layoff (i.e. on the second June 30 following the layoff).

9. Administrators will be notified of their recall rights by certified mail. Failure to accept a recall to another administrative position, as provided in Section 8b, within two (2) weeks after receipt of the recall notice shall constitute a rejection of that offer but shall not result in a forfeiture of future recall rights.

10. No new personnel shall be appointed to any position in the Administrative unit while there are qualified Administrators with recall rights.

ARTICLE XV

PROTECTION

A. Administrators will immediately report, in writing to their immediate supervisors or to the Superintendent of Schools, all cases of assault suffered by them in connection with their employment.

B. The report will be forwarded to the Committee, which will comply with any reasonable requests from the Administrator for information in its possession relating to the incident or the person involved.

C. In criminal or civil proceedings brought against an Administrator alleging that he/she committed an assault in connection with his/her employment, the Committee will, upon request of the Administrator, furnish legal counsel to defend him/her in such proceeding. The School Committee reserves the right to negotiate any and all legal fees that relate to such proceedings.

D. The Committee shall reimburse an Administrator for any clothing or other personal property damaged, destroyed, or stolen in the course of his/her employment.

E. The School Committee shall comply in all respects with Chapter 258 of the General Laws of Massachusetts.

ARTICLE XVI

PERSONAL INJURY BENEFITS

A. Whenever an Administrator is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her

employment, he/she will be paid his/her full salary for the period of such absence and no part of such absence will be charged to his/her sick leave.

B. The Committee will reimburse Administrators for the cost of medical, surgical or hospital service incurred as the result of an injury sustained in the course of his/her employment which are not otherwise covered by insurance provided by the School Committee.

ARTICLE XVII

PARENTAL LEAVE

A. Parental leave shall be granted to any Administrator who requests such leave for the purpose of the birth of or adopting a child. Such leave shall be without pay except during that period of time during which the Administrator is disabled from performing his/her regular duties. The Administrator shall have the right to apply his/her accumulated sick leave days to the period of his/her parental related disability.

B. Any Administrator who leaves an administrative position in the employ of the School Committee for the purpose of the birth of a child or of adopting a child, and who shall give reasonable notice to the School Committee of his/her anticipated date of departure and who subsequent to such birth or adoption is still qualified to perform the duties of such position, shall be entitled to be restored to his/her previous position or to a similar position within eighteen (18) months of his/her departure date with the same status, pay and seniority as if he/she had not been absent.

Any Administrator shall be entitled to twelve (12) weeks parental leave, fourteen (14) weeks Caesarian section, with pay if the administrator has enough sick leave on the books.

If such similar employment is not available, the employer shall offer the employee any other vacant position until such time as the employer can offer her the job he/she previously held or one substantially similar to it.

The employer may require that the employee produce medical certification that he/she is physically able to resume his/her work before returning to the job.

Any system of accruing seniority or accruing benefits, which seniority or benefits accrue while an employee is on leave for sickness, disability or any other leaves, shall accrue to the employee who takes a maternity leave. In all such cases when such employee returns, his/her seniority date will remain the same as it was prior to his/her parental leave. Any person on leave for a full school year under this section shall not be credited with sick leave accrual for that year.

Child-rearing leave will be granted to any Administrator caring for his/her natural or adopted child without pay and under the same conditions as parental benefits. If both parents are members of the bargaining unit, only one (1) such parent shall be granted such leave at the election of such parent.

C. An Administrator returning from parental leave which exceeds the twelve (12) week parental leave or the fourteen (14) week Caesarian section leave provided for in Section B above shall return to a position comparable to the one that he/she held at the time that her leave began. For the purposes of this Section, the term "comparable position" means a position which is within the same administrative classification but which may be at a different location (for example, a Middle School Assistant Principal at Middle School A shall return to work as a Middle School Assistant Principal, but she may be assigned to Middle School B).

D. Any system of accruing seniority or other benefits, for which Administrators on disability, sick leave, or any other type of leave are eligible, shall also be applicable to Administrators on parental leave. The seniority date, salary and status of any such employee will not be adversely affected by any period of time during which he/she was on parental leave and will be determined as if he/she had not been absent.

ARTICLE XVIII

SICK LEAVE

A. 1. The Committee and the Association agree that the Fall River School Department is committed to optimizing staff and student attendance and eliminating the inappropriate use of sick leave. Each employee has the responsibility of limiting his or her use of personal sick leave to legitimate purposes as identified in this contract. It is also agreed that the Fall River School Department may take fair and appropriate corrective action whenever there is an alleged misuse of sick leave. Any such corrective action shall be subject to the contractual grievance and arbitration procedure.

2. Annual sick leave with full pay shall be allowed all Administrators at the rate 1.4 days for each month of administrative service completed during a school year or a maximum of fourteen (14) days per year. This allocation may be used prior to accrual, up to fourteen (14) days. Unused sick leave may be accumulated from year to year without limit. Administrators will also be credited with all of the unexpended sick leave days that they have in their reserve accounts. An Administrator shall not lose credit for any previously accumulated sick leave allowance except when he/she uses it. In the event that an administrator uses sick leave before it is accrued, and

separates from employment with the FRPS, the administrator agrees that an amount equal to the amount of used but unearned sick leave days will be deducted from his/her final paycheck.

B. No sick leave allowance shall be made for Administrators who are unable to report at the opening of the school year except upon the presentation of a certification of illness from a competent physician or by a vote of the School Committee.

C. If an Administrator leaves the school after 11:00 a.m. due to illness, a half-day (1/2 day) of such leave will be deducted from the Administrator's sick leave account. If an Administrator leaves the school before 11:00 a.m. due to illness, a full day (1 day) of sick leave will be deducted from the Administrator's sick leave account.

D. The Superintendent or his/her designee may require an Administrator who is on sick leave for five (5) or more consecutive work days to provide a written statement from a qualified physician documenting that the employee was not able to work.

E. The School Committee reserves the right to have an independent physician examine, at City expense, any Administrator claiming sick leave who, in its opinion, may not be entitled to the same and/or who may not be incapacitated to perform his/her official duties.

F. Absence due to quarantine periods within the household of an Administrator shall be paid for in full and shall not be applied against the credit of sick leave provided that the Administrator takes temporary residence in a place where there are no children attending school; that he/she immediately notifies the Superintendent of Schools and the Board of Health of said change in residence; that he/she remains under observation of the Board of Health during that period of quarantine, and that at the end of the quarantine period he/she is given a certificate by the Board of Health authorities permitting him/her to return to school.

G. All Administrators returning from a leave of absence will have their previously accumulated unused sick leave days restored to them. Those Administrators on military leave, Peace Corps leave, or any period of compensated leave such as sabbatical leave, are further more entitled to those sick days they might have accrued during the period of said leave.

H. **<u>Sick Leave Buy Back</u>**

Any Administrator in the Fall River School System with a minimum of fifteen (15) years of service will get thirty dollars ($30) for each day of accumulated unused days up to 225 days upon resignation, retirement, or death. In addition, Administrators will be compensated at thirty dollars ($30) for 25 percent (25%) of all days accumulated over 225 days. In order for an Administrator to be entitled to the "buy back," an Administrator must notify the Administration of his/her intent to retire

or resign at least six (6) months before his/her retirement/resignation date. In the event that the State institutes an early retirement program, the School Committee will waive the above notice requirement for those teachers participating in said program. Money will be payable by August 31st of the year that they retire.

I. **Perfect Sick Leave Incentive**

FRAA Members with perfect sick leave attendance from July 1 through December 31 shall receive two hundred dollars ($200.00). FRAA Members with perfect sick leave attendance from January 1 through June 30 shall receive two hundred dollars ($200.00). Payment pursuant to this section shall be made within thirty (30) days of December 31 and June 30 respectively.

ARTICLE XIX

SICK LEAVE BANK

A. Upon the effective date of this Agreement or upon his/her initial employment within the Administrative unit, whichever is earlier, each Administrator shall deposit two days from his/her sick leave account into the Administrators' Sick Leave Bank. Thereafter, whenever the total number of days in the Administrators' Sick Leave Bank drops below fifty (50) days, each member of the administrative bargaining unit shall deposit one (1) day from his/her sick leave account into the Bank.

B. An Administrator should be eligible to draw from the Administrators' Sick Leave Bank only after having exhausted all of his/her own accumulated sick leave days and personal days. In addition, 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 reinstituted.

C. The Administrators' Sick Leave Bank shall be administered by a committee, composed of three members appointed by the president of the Association and two members appointed by the School Committee, which shall develop its own rules and procedures subject to the terms of this Agreement. All decisions of the Administrators' Sick Leave Committee shall be made by a majority vote of the members present.

D. All requests by Administrators seeking an award of sick leave days from the Administrators' Sick Leave Bank must be in writing and accompanied by a detailed

statement from the attending physician of the nature of the illness and probable return date. The Administrators' Sick Leave Bank Committee will then review the request and either approve it or deny it based upon its merits. The decision of the Sick Leave Bank Committee will be final and binding and will not be subject to any further appeal by the applicant.

E. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Bank Leave Committee upon demonstration of need by the applicant.

F. Any Administrator who has drawn one hundred (100) days from the Administrators' Sick Leave Bank in any school year will be eligible to draw up to twenty-five (25) additional days from the Administrators' Sick Leave Bank during that school year.

G. Any Administrator who draws from the Administrators' Sick Leave Bank shall be required to reimburse the Bank on the basis of one (1) day for every four (4) days' use. Arrangements for such reimbursement shall be made between the Administrator and the Administrators' Sick Leave Bank Committee subject to the proviso that in no event will the reimbursement period exceed two school years.

H. Any Administrator who draws days from the Administrators' Sick Leave Bank shall be entitled to all other benefits for which he/she would be eligible if he/she were on regular sick leave.

ARTICLE XX

TEMPORARY LEAVE

A. In the event of a death in the immediate family, Administrators shall be entitled to a leave of absence for five (5) consecutive work days at time of death in immediate family without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include spouse, parent, grandparent, grandchild, child, sibling, or such in-laws and such step-family members, and a live-in companion.

In the case of the death of an aunt, uncle, niece, or nephew, an absence of one (1) calendar day to attend the funeral. No bereavement leave will be paid for any day that is a scheduled non-work day for an Administrator.

B. The Superintendent shall have the authority to excuse an Administrator for one day's absence without loss of pay to attend the funeral for someone not herein

covered, but such absence shall be deducted from the Administrator's accumulated sick leave days.

C. Up to five (5) days' emergency leave shall be granted without loss of pay in the event of a serious illness in an Administrators' immediate family requiring bedside or household attention. The Superintendent may, at his/her discretion, grant additional emergency leave upon a showing of need. The Administrator may be required to document his/her need, and any such days shall be deducted from his/her accumulated sick leave days.

D. Administrators will be entitled to three (3) days for personal, legal, business, household or family matters that require absence during school hours. Such leave will not be cumulative for FRAA Members appointed to an FRAA Bargaining Unit position on or after July 1, 2018 but shall continue to be cumulative at the rate of one (1) per year for FRAA Members who were employed in an FRAA Bargaining Unit position as of June 30, 2018. For FRAA Members who are appointed to an FRAA Bargaining Unit position on or after July 1, 2018, unused personal days will be added to the employee's accumulated sick leave.

No more than two (2) personal days may be taken consecutively. In the event of emergency or special circumstances, the Superintendent may grant approval for the use of three (3) consecutive personal days. This decision will be final and non-grievable. Members may use personal leave in half-day increments (four (4) hours). Personal days may only be used to lengthen a holiday or vacation on one end, not on both ends, and only for one (1) day. Notification of intent for personal leave will be made in writing on a standardized form to the building principal at least forty-eight (48) hours before taking such a leave, except in the case of an emergency. The applicant for such leave will not be required to state the reason for taking such leave other than that they are taking it under this section.

Upon resignation, retirement or death of FRAA Members who were employed in an FRAA Bargaining Unit position as of June 30, 2018, FRAA Members shall be permitted to buy back all unused accumulated Personal Leave Days at their then current per diem rate of compensation. FRAA Members who were appointed to an FRAA Bargaining Unit position on and after July 1, 2018 shall not be eligible for Personal Leave buy back.

E. The Superintendent will excuse without loss of pay an Administrator who requests Jewish Holidays. These holidays will be limited to Rosh Hashanah and Yom Kippur.

F. A maximum of seventeen (17) days per school year will be granted with no loss in compensation to persons called into temporary active duty with any unit of the United States Reserves or National Guard, provided such obligation is with his/her unit and cannot be fulfilled on days when school is not in session. Any exception to the above will require authorization of the Superintendent of Schools.

G. No personal leave of absence shall exceed a maximum of two (2) consecutive years. Leave of absence to take a position with a new employer shall be at the sole discretion of the Superintendent.

ARTICLE XXI

SABBATICAL LEAVES

Upon approval by the Superintendent of Schools, sabbatical leave may be granted for study, travel, or other professional improvement to members of the administrative staff subject to the following conditions:

A. No more than five (5) Administrators of the administrative staff will be absent on sabbatical leave at any one time.

B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as he/she may require, no later than April 30th of the school year preceding the school year for which the sabbatical leave is requested; and action must be taken on all such requests no later than thirty (30) days from the date of application.

C. To be eligible for sabbatical leave, an Administrator must have completed at least seven (7) consecutive full years of service in the Fall River School System.

D. Administrators who are granted sabbatical leaves for half a year will be paid 50 percent (50%) of their regular salary during their sabbatical leave. Administrators who are granted sabbatical leaves for a full year shall receive 50 percent (50%) of their regular yearly salary while on sabbatical leave unless they have eleven (11) or more years of service, in which case they shall receive 60 percent (60%) of their regular yearly salary while on sabbatical leave.

E. Upon his/her return from sabbatical leave, an Administrator's salary will be the same as that which he/she would have received had the period of his/her leave been spent in the Fall River School System; and he/she will return to a comparable position. However, this provision will not prevent an Administrator on sabbatical leave from applying for and being appointed to any other position with or without an increased salary differential. For the purposes of this Section, the term "comparable position" means a position which is within the same administrative classification but which may be at a different location (for example, a Middle School Assistant Principal at Middle School A shall return to work as a Middle School Assistant Principal, but he/she may be assigned to Middle School B).

F. Prior to the granting of sabbatical leave, an Administrator shall enter into a written agreement with the School Committee that, upon the termination of such leave, he/she will return to service in the Fall River School System for a period equal to double the length of the sabbatical leave. In default of completing such service, he/she shall refund to the School Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered, as agreed bears to the whole amount of service agreed to be rendered unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.

G. The Association shall have the right to directly recommend an individual to the Superintendent for a sabbatical leave provided the five (5) administrator limitation, set out above, has not been exhausted.

ARTICLE XXII

WORKDAY AND WORK YEAR

A. All Administrators 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 3:00 p.m. and shall not be less than eight (8) hours.

B. Professional Development shall not be held outside of the work day for FRAA Members. Instead, Professional Development may be held on the following:

1. Two (2) Professional Development Days – one (1) on the November Election Day and one (1) scheduled on a day during the last week of January through the first week of February.

2. There shall be four (4) Partial Release Days each year on which students are dismissed early and Administrators remain for regularly scheduled contract hours. Two (2) of these four (4) days shall be for Professional Development while two (2) shall be allocated for Administrators to perform their normal duties and responsibilities.

3. During the four (4) Professional Development Days during the month of August.

4. Up to eight (8) additional days during the five (5) days before the school year and the three (3) days after the school year.

5. Up to one (1) additional hour per month after the normal work day. Any such time spent during such Professional Development beyond this additional one (1) hour per month shall be voluntary and shall either be credited toward the Administrator's work year or compensated at the Administrative Hourly Rate at the discretion of the Administrator.

6. Guidance Counselors, School Adjustment Counselors and Social Workers shall be required to attend two and one-half (2.5) days out of the four (4) Summer Institute Professional Development Days. The other one and one-half (1.50) days shall be spent in their buildings.

C. Administrators will have a duty-free lunch period, equal to that of the teachers at their school, with the option of leaving the building upon notification to and with the approval of the Superintendent or his/her designee.

D. The work year for all Administrators on Level I of the Salary Schedule shall be one hundred and ninety-five (195) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, three (3) of the five (5) days that precede the start of the school year and six (6) additional days that shall be scheduled in accordance with Section H.

E. The work year for all Administrators on Level II of the salary schedule shall be two hundred and five (205) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and fourteen (14) additional days that shall be scheduled in accordance with Section H.

F. The work year for all Administrators on Level IIIA of the salary schedule shall be two hundred and fifteen (215) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and twenty-four (24) additional days that shall be scheduled in accordance with Section H.

G. The work year for all Administrators on Level IIIB of the salary schedule shall be two hundred and twenty-three (223) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the three (3) days that immediately follow the end of the school year, the five (5) days that precede the start of the school year and thirty-two (32) additional days that shall be scheduled in accordance with Section H.

H. The scheduling of the six (6) 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 (including the summer institute) unless approved by the Superintendent or her designee.

I. In cases of extenuating circumstances that are beyond the control of Central Administration, Administrators may be required to work on days other than those specified in Sections D, E, F and G of this Article. In that event, any such day or days will be deducted from the work times specified in Sections D, E, F and G.

J. The work schedules for all Administrators shall be arranged so that all Administrators will be able to take an unencumbered vacation of at least four (4) consecutive calendar weeks (i.e. twenty-eight (28) consecutive days) during the months of July and/or August.

K. The work year for FRAA Members runs from July 1 through June 30 and days worked after July 1 count toward the following rather than the preceding school year. In addition, any FRAA Member who is hired after July 1 will be required to work the full year applicable to his/her position in order to receive the full annual salary for that position. In the event that a newly-hired FRAA Member does not work a full work year during the first year of employment, his/her annual salary shall be prorated for that work year to reflect the number of days actually worked.

L. High School, Middle School and Elementary School Department Heads shall be assigned to no more than one (1) teaching block or period per day. In the event that one (1) or more teachers in any Department are absent on any school day, the School Department shall make every effort either to assign a teacher(s) or to hire a substitute(s) to cover the absent teacher(s') class(es). A Department Head shall be assigned to cover an open class within his/her Department only in the event that the School Department's efforts to assign a teacher(s) or to hire a substitute(s) to cover the absent teacher(s') class(es) are unsuccessful.

M. Notwithstanding the provisions of Article XXII, Sections D through I of the Contract, the following FRAA positions shall be eligible for flexible scheduling of their contractual work days as set forth in this Agreement:

1. Athletic Director
2. Coordinator of English Language Learners Services

3. Director of Instructional Services and Management Development
4. Director of Technology Integration and Management
5. Program Director (Large Programs)
6. Director of Health, Physical Education and Athletic Director
7. Director of Research, Data, Assessment and Accountability
8. Director of Nursing
9. Director of Guidance
10. Director of Parent and Community Engagement

The above-listed positions shall be eligible for flexible scheduling of their contractual work days under the following terms and conditions:

1. The number of work days in the contractual work year of the FRAA positions that are covered by this Agreement shall not be altered.

2. The FRAA Member must submit a proposed schedule of work days to his/her supervisor which shall be subject to the approval of the supervisor and the Superintendent or his/her designee.

ARTICLE XXIII

INSURANCES AND ANNUITY PLAN

The School Committee will pay the maximum percentage permitted by law of the cost of the following types of insurance coverage:

A. A $5,000 term life insurance plan and a $5,000 accidental death and dismemberment policy; upon retirement a $5,000 life insurance without the accidental death and dismemberment policy.

B. The City of Fall River and the Fall River Public Employee Committee, of which the FRAA is a member, have entered into a separate agreement regarding health insurance, a copy of which is attached to and included in this Collective Bargaining Agreement as an Appendix.

C. Administrators will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.

D. Effective on or about September 1, 2010, contingent upon acceptance of all Bargaining Units, the City of Fall River will offer Delta Dental in replacement of the existing Blue Cross/Blue Shield Dental Plan. Once implemented, Delta Dental will be the City's carrier for three (3) years, and in each of those years, members of the Administrative Bargaining Unit will receive a one (1) month premium holiday. The City reserves the right to choose the month of the holiday.

ARTICLE XXIV

SALARIES AND COMPENSATION

A. The Administrators' salary schedules to be in effect for the school years 2017 – 2018, 2018 – 2019 and 2019 – 2020 are attached hereto and made a part hereof. Starting retroactively to July 1, 2017 and continuing effective each subsequent five (5) July 1's thereafter, the Elementary and Middle School Vice Principals shall advance in equal increments from Level IIC to Level IID on the FRAA Salary Schedule so that, as of July 1, 2022, the Elementary and Middle School Vice Principals shall be on Level IID. A separate Salary Schedule for the Elementary and Middle School Vice Principals shall be added to the FRAA's Salary Schedule.

B. In addition to their base salaries which appear in the Salary Schedules attached hereto in Appendices C, D, E, F, G, H, I, J and K and which incorporate their Advanced Degree Increments, Administrators shall also be eligible for longevity increments in accordance with the schedule set forth in Appendix B which is attached hereto and made a part hereof.

All salaries on the Administrative Salary Schedule shall be increased by the following percentages as of the dates indicated below:

1.	Retroactive to July 1, 2017	One-Half Percent (0.50%)
2.	June 30, 2018	One-Half Percent (0.50%)
3.	July 1, 2018	One Percent (1.0%)
4.	July 1, 2019	Two Percent (2.0%)

C. Administrators will be paid on a biweekly basis. However, Administrators who wish to receive all of the salary owed to them for the school year prior to the end of the fiscal year may do so by submitting a written notification to the Superintendent by May 1 of that school year. In such cases, it is the intention of the parties that the remaining salary for the school year will be included in the last paycheck that is received in June. All Administrators shall utilize Direct Deposit.

D. There shall be a four-step salary schedule for Administrators which incorporates their Advanced Degree Increments as set forth in Appendices C, D, E, and F. All Guidance Counselors and School Adjustment Counselors shall be paid in accordance with the applicable 12 step schedules that are set forth in Appendices G, H, I, J that are to be effective as of July 1, 2017 (Appendix G), June 30, 2018 (Appendix H), July 1, 2018 (Appendix I) and July 1, 2019 (Appendix J). School Adjustment Counselors and Guidance Counselors who were at Steps 1 – 4 on Level 1A of the FRAA's Salary Schedules shall be moved to the applicable step (i.e. 10, 11 or 12) on the 12 Step Schedule. Elementary and Middle School Vice Principals shall be paid in accordance with the applicable four-step salary schedule which incorporates their Advanced Degree Increments as set forth in Appendix K.

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 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. 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.

F. Full-time Administrators with previous full-time administrative experience in the Fall River School System will, upon returning to Fall River, receive full credit on the salary schedule for all full-time administrative experience, military experience, and Peace Corps work up to the maximums set forth in Section E. All full-time Administrators entering the Armed Forces as draftees, volunteers or reserves will be credited for one year on the salary schedule for each year of involuntary service beyond the time for which they were drafted, volunteered, or were activated. Full-time Administrators who left the Fall River Public School System and who were engaged in full-time administration during their absence will, upon returning to Fall River, be restored to the next higher position on the salary schedule above that which they were on when they left.

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.

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 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.

H. An Administrator who is appointed to a higher classification on the salary schedule shall be placed on the first step of the schedule for his/her new classification which is higher than his/her present level of compensation.

I. Administrators who are required to use their automobiles for in-town travel from site to site will be paid a travel allowance of $5.00 per day for any day for which they submit documentation of the use of their automobiles. Administrators who use their automobiles for approved out-of-town travel shall be paid a mileage allowance equal to the current IRS allowance which shall be automatically adjusted if there is any change in the mileage allowance paid to other School Department or City employees.

J. Effective as of July 1, 2018, the Department Head of Guidance position shall be reclassified as the Director of Guidance and shall move to Level IID on the FRAA's Salary Schedule. The Director of Guidance shall oversee all Guidance Counselors in the District and shall have a student case load of not more than twenty-five percent (25%) of that of the Senior Class Guidance Counselors. The duties and responsibilities of the Director of Guidance are set forth in the Job Description.

K. All Administrators who do not work on a 52 week per year basis will receive balloon checks for the salary balances that they are owed from the preceding school year. This pay will be included in the last paycheck for that respective school year.

L. Effective retroactively to July 1, 2017, the hourly rate for extra hours for Administrators will be $35.00.

M. Stipends are lump sum payments (not hourly rate payments) which are paid to administrators for work required by the Superintendent of Schools and related to their primary responsibilities. These stipends are considered part of the

Administrators regular compensation. All stipends that are currently paid to Administrators are listed in Appendix L of this contract.

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 K so that the Stipend will be considered "regular compensation" by the Massachusetts Teachers' Retirement System.

N. a) A Vice Principal, Assistant Principal or other Administrator, who assumes the duties of a Principal, with the prior approval of the Superintendent or Superintendent's designee either during the Principal's absence or while the Principal's position is vacant, shall receive additional compensation in the amount of $10.00 per day beginning with the first day of such coverage and continuing until the last day of such coverage including days on which the Assistant Principal or other Administrator who has assumed the duties of a Principal is on paid leave for such reasons as sick leave, personal leave, bereavement leave, jury leave and so forth.

b) Any Administrator who assumes the duties of another administrative position (other than a Vice Principal or Assistant Principal covering a Principal's position pursuant to the preceding section) either during the absence of that other Administrator or while another administrative position is vacant shall, beginning with the sixth consecutive work day of such coverage, be compensated at the rate of 125% of his/her per diem for each such additional day of coverage including days on which the Administrator who assumes the duties of another such administrative position is on paid leave for such reasons as sick leave, personal leave, bereavement leave, jury leave and so forth. The assumption of these

duties must be pre-approved by the Superintendent or the Superintendent's designee.

O. Any Administrator who serves on a committee, focus group or team whose non-FRAA participants are compensated for such service shall be compensated at the administrative hourly rate of $35 per hour for all time served on such a committee, focus group or team that is beyond the contractual work year for his/her position (i.e. 195, 205, 215 or 223 days).

P. The School Committee may, at its discretion, appoint Administrators who do not possess a Master's Degree to a position in the Administrative Bargaining Unit. However, the Administrator at issue must either possess the necessary Department of Elementary and Secondary Education Licensure for the Administrative Bargaining Unit position to which he/she is being appointed or have been granted a waiver by the Department of Elementary and Secondary Education for such Licensure under the applicable Department of Elementary and Secondary Education Regulations. In addition, as a condition of continued employment in the Administrative Bargaining Unit, an Administrator must obtain a Master's Degree within three (3) years of his/her appointment to the Administrative Bargaining Unit.

Q. 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.

ARTICLE XXV

GENERAL PROVISIONS

A. There will be no reprisals of any kind taken against any Administrator by reason of his/her membership in the Association or participation in its activities.

B. The representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in negotiations that are scheduled during a school day. When it is necessary for representatives of the Association to schedule meetings during the school day in

order to prepare for negotiations or to investigate a grievance, the various representatives may, upon notice to the Superintendent of Schools by the president of the Association, be released as necessary without loss of pay in order to permit participation in such meetings. Any Administrator whose appearance at such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. The Superintendent will make every effort to comply with all reasonable requests in this regard.

C. The Superintendent will, upon request, provide the Association with any documents or other available information which may be necessary for the Association to process grievances under this Agreement.

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. Within ninety (90) days of the opening of school, the Committee shall publish and distribute to the Association a list showing the length of time each Administrator has been in the school system in his/her current position and in all previously held administrative positions.

F. Officers and representatives of the Association shall, upon notification to the Superintendent, be granted up to twelve (12) days' leave without loss of pay to attend conferences that are deemed to be in the interest of the membership. This leave will not be deducted from an Administrator's sick leave or personal leave.

G. The School Committee will arrange to print this contract and to provide the Association with sufficient copies for distribution to all members of the bargaining unit.

ARTICLE XXVI

CONTRACT CONSTRUCTION

A. All references to the male gender in this Agreement shall be construed to refer to the female gender as well whenever the context to permits and vice versa.

B. If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found contrary to law or unenforceable by a court or agency of competent jurisdiction, then such provision or application shall not be deemed to be valid except to the extent permitted by

law. However, all other provisions or applications of this Agreement will continue in full force and effect.

ARTICLE XXVII

NEGOTIATON PROCEDURE

A. At any time after October 15th of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over the successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning Administrators' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all Administrators and will be reduced to writing and signed by the Committee and the Association.

B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee shall make available for inspection by the Association such financial records, data and information of the Fall River School Department as is necessary for informed negotiations. This inspection shall be made by appointment with the Superintendent or his/her designee. In addition, the Association shall make available for inspection by the School Committee such data and information as it may rely upon to support its proposals during negotiations.

C. If the negotiations for a successor agreement reach an impasse, the procedure described in Chapter 150E of the General Laws of Massachusetts will be followed.

D. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. The parties mutually pledge that, subject to ratification, their representatives shall have the power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

E. The Committee agrees that it will not negotiate with respect to the Administrators' wages, hours, and terms and conditions of employment with any organization other than the Association.

F. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

G. Any agreement that is mutually acceptable to both parties shall be reduced to writing, signed by both parties, and adopted by the Committee and Association.

H. If during the term of this contract the School Committee reopens negotiations with any other collective bargaining unit as a result of State Educational Legislation, negotiations shall also be reopened with the Fall River Administrators' Association.

I. This Agreement incorporates the entire understanding of the parties on all topics that were the subject of the negotiations leading up to it.

ARTICLE XXVIII

STUDY GROUPS

Personal Days
During the term of this contract, a study group made up of representatives of administration and of the bargaining unit will review policies related to the use and approval of personal days.

Professional Appearance
During the term of this contract, a study group made up of representatives of administration and of the bargaining unit will review policies relative to appropriate dress and appearance.

ARTICLE XXIX

DURATION

A. The provisions of this Agreement will be effective as of July 1, 2017 and will continue and remain in full force and effect through June 30, 2020.

The Association and the School Committee agree to take all steps necessary to implement the terms of this Agreement.

B. Negotiations for a successor agreement shall commence upon the giving of written notice by either party to the other party at any time after October 15, 2019. In the event that the negotiations for a successor agreement are not concluded by June 30, 2020 the terms of this Agreement shall remain in full force and effect beyond its expiration date until such time as an agreement is reached upon the terms of the successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals in the City of Fall River, Massachusetts, on this_____ day of _____.

FALL RIVER SCHOOL COMMITTEE

Mayor Jasiel Correia, II, Chairperson

Mark Costa, Vice Chairperson

Kevin Aguiar

Paul Coogan

Joshua Hetzler

Thomas Khoury

Joseph Martins

Bruce A. Assad, Legal Counsel

FALL RIVER ADMINISTRATORS ASSOCIATION

George Ackley, President

David Assad, Vice President

Libby Phelan, Secretary

Melissa Fogarty, Negotiating Comm.

Colin R. Confoey Legal Counsel

APPENDIX A

ADMINISTRATIVE CLASSIFICATIONS

LEVEL I

A.
Guidance Counselor*
School Adjustment Counselor*
Outreach Worker
Social Workers
Crisis Counselors
Student Support Coordinator

B.
School Psychologist
Curriculum Supervisors
Career Development Supervisors

LEVEL II

A.
High School Department Head
Middle School Department Head
Instructional Media Coordinator

B.
Assistant Director of Alternative School
Community Services Coordinators
Curriculum Supervisors

C.
Middle School Vice Principal
Elementary Vice Principal
Dean of Student Support and Operations
Program Coordinators
Special Education Supervisor (Early Childhood Level)

D.
Director of Cafeterias
High School Vice Principal
Director of Fine Arts
Director of Health, Physical Education and Athletic Director
Systemwide Curriculum Coordinators
Director of Career and Technical Education
Dean of Teaching and Learning
Supervisor of Special Education
Program Director (Small Programs)
Director of Nursing
Director of Guidance
Director of Student Support and Operations

LEVEL III

A.
Coordinator of English Language Learners Services
Director of Special Needs
Director of Technology Integration and Management
Director of Instructional Services and Management Development

Out of District Supervisor (Effective July 1, 2014)
Program Director (Large Programs)
Director of Research, Data, Assessment and Accountability
Director of Parent and Community Engagement

B. Associate High School Principal

APPENDIX B

LONGEVITY SCHEDULE

LONGEVITY

Administrators beginning their tenth (10th) year shall receive payments in accordance with the following longevity schedule; biweekly in accordance with their normal pay schedule.

10 years' service:	$550
15 years' service:	$700
20 years' service	$1,175
25 years' service:	$1,775
30 years' service:	$1,975
35 years' service:	$2,050
40 years' service:	$2,125

APPENDIX C – JULY 1, 2017
0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	69,836	70,655	71,973	73,933	74,976	76,020	77,063	78,108	79,790	81,473
	2	71,894	72,713	74,034	76,024	77,067	78,110	79,156	80,199	81,881	83,563
	3	73,936	74,778	76,097	78,120	79,160	80,203	81,247	82,290	83,973	85,656
	4	76,025	76,847	78,166	80,220	81,263	82,307	83,351	84,395	86,075	87,755
1B	1	70,822	71,641	72,959	74,980	76,021	77,066	78,109	79,155	80,835	82,516
	2	73,356	74,172	75,495	77,512	78,557	79,601	80,644	81,687	83,369	85,051
	3	76,108	76,928	78,245	80,300	81,345	82,389	83,431	84,474	86,157	87,839
	4	78,850	79,678	80,990	83,098	84,141	85,182	86,226	87,270	88,953	90,634
2A	1	71,424	72,248	73,569	75,495	76,538	77,577	78,620	79,665	81,349	83,031
	2	74,808	75,630	76,952	78,931	79,975	81,019	82,063	83,106	84,789	86,470
	3	78,254	79,073	80,390	82,417	83,461	84,505	85,545	86,591	88,274	89,957
	4	81,692	82,513	83,831	85,910	86,952	87,998	89,041	90,085	91,767	93,448
2B	1	72,192	73,011	74,329	76,270	77,314	78,356	79,400	80,443	82,125	83,807
	2	76,312	77,131	78,448	80,454	81,497	82,544	83,586	84,630	86,310	87,991
	3	80,403	81,226	82,548	84,605	85,648	86,691	87,734	88,777	90,459	92,141
	4	84,527	85,350	86,668	88,795	89,838	90,882	91,927	92,966	94,649	96,331
2C	1	74,255	75,074	76,395	78,367	79,409	80,452	81,496	82,543	84,224	85,905
	2	79,717	80,536	81,856	83,909	84,953	85,994	87,040	88,083	89,766	91,448
	3	85,214	86,034	87,356	89,485	90,528	91,571	92,615	93,658	95,340	97,022
	4	90,717	91,538	92,857	95,071	96,112	97,158	98,202	99,246	100,927	102,607
2D	1	75,807	76,627	77,944	79,937	80,978	82,023	83,065	84,110	85,790	87,470
	2	82,679	83,500	84,821	86,915	87,962	89,005	90,048	91,090	92,771	94,452
	3	89,516	90,334	91,653	93,849	94,892	95,936	96,980	98,023	99,705	101,387
	4	96,393	97,210	98,524	100,831	101,873	102,916	103,957	105,003	106,685	108,367
3A	1	79,229	80,085	81,462	83,543	84,586	85,630	86,671	87,718	89,399	91,079
	2	88,490	89,447	90,985	93,308	94,349	95,394	96,438	97,482	99,162	100,845
	3	97,710	98,767	100,465	103,031	104,072	105,115	106,158	107,203	108,886	110,568
	4	106,963	108,121	109,979	112,787	113,832	114,877	115,920	116,965	118,645	120,327
3B	1	82,246	83,136	84,565	86,724	87,768	88,813	89,853	90,897	92,580	94,261
	2	94,149	95,167	96,804	99,276	100,320	101,363	102,408	103,450	105,132	106,814
	3	106,010	107,157	108,999	111,783	112,826	113,870	114,913	115,957	117,639	119,322
	4	117,874	119,149	121,197	124,292	125,336	126,378	127,422	128,468	130,148	131,826

APPENDIX D – JUNE 30, 2018
0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	70,185	71,008	72,333	74,303	75,351	76,400	77,448	78,499	80,189	81,880
	2	72,253	73,077	74,404	76,404	77,452	78,501	79,552	80,600	82,290	83,981
	3	74,306	75,152	76,477	78,511	79,556	80,604	81,653	82,701	84,393	86,084
	4	76,405	77,231	78,557	80,621	81,669	82,719	83,768	84,817	86,505	88,194
1B	1	71,176	71,999	73,324	75,355	76,401	77,451	78,500	79,551	81,239	82,929
	2	73,723	74,543	75,872	77,900	78,950	79,999	81,047	82,095	83,786	85,476
	3	76,489	77,313	78,636	80,702	81,752	82,801	83,848	84,896	86,588	88,278
	4	79,244	80,076	81,395	83,513	84,562	85,608	86,657	87,706	89,398	91,087
2A	1	71,781	72,609	73,937	75,872	76,921	77,965	79,013	80,063	81,756	83,446
	2	75,182	76,008	77,337	79,326	80,375	81,424	82,473	83,522	85,213	86,902
	3	78,645	79,468	80,792	82,829	83,878	84,928	85,973	87,024	88,715	90,407
	4	82,100	82,926	84,250	86,340	87,387	88,438	89,486	90,535	92,226	93,915
2B	1	72,553	73,376	74,701	76,651	77,701	78,748	79,797	80,845	82,536	84,226
	2	76,694	77,517	78,840	80,856	81,904	82,957	84,004	85,053	86,742	88,431
	3	80,805	81,632	82,961	85,028	86,076	87,124	88,173	89,221	90,911	92,602
	4	84,950	85,777	87,101	89,239	90,287	91,336	92,387	93,431	95,122	96,813
2C	1	74,626	75,449	76,777	78,759	79,806	80,854	81,903	82,956	84,645	86,335
	2	80,116	80,939	82,265	84,329	85,378	86,424	87,475	88,523	90,215	91,905
	3	85,640	86,464	87,793	89,932	90,981	92,029	93,078	94,126	95,817	97,507
	4	91,171	91,996	93,321	95,546	96,593	97,644	98,693	99,742	101,432	103,120
2D	1	76,186	77,010	78,334	80,337	81,383	82,433	83,480	84,531	86,219	87,907
	2	83,092	83,918	85,245	87,350	88,402	89,450	90,498	91,545	93,235	94,924
	3	89,964	90,786	92,111	94,318	95,366	96,416	97,465	98,513	100,204	101,894
	4	96,875	97,696	99,017	101,335	102,382	103,431	104,477	105,528	107,218	108,909
3A	1	79,625	80,485	81,869	83,961	85,009	86,058	87,104	88,157	89,846	91,534
	2	88,932	89,894	91,440	93,775	94,821	95,871	96,920	97,969	99,658	101,349
	3	98,199	99,261	100,967	103,546	104,592	105,641	106,689	107,739	109,430	111,121
	4	107,498	108,662	110,529	113,351	114,401	115,451	116,500	117,550	119,238	120,929
3B	1	82,657	83,552	84,988	87,158	88,207	89,257	90,302	91,351	93,043	94,732
	2	94,620	95,643	97,288	99,772	100,822	101,870	102,920	103,967	105,658	107,348
	3	106,540	107,693	109,544	112,342	113,390	114,439	115,488	116,537	118,227	119,919
	4	118,463	119,745	121,803	124,913	125,963	127,010	128,059	129,110	130,799	132,485

APPENDIX E – JULY 1, 2018
1.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	70,887	71,718	73,056	75,046	76,105	77,164	78,222	79,284	80,991	82,699
	2	72,976	73,808	75,148	77,168	78,227	79,286	80,348	81,406	83,113	84,821
	3	75,049	75,904	77,242	79,296	80,352	81,410	82,470	83,528	85,237	86,945
	4	77,169	78,003	79,343	81,427	82,486	83,546	84,606	85,665	87,370	89,076
1B	1	71,888	72,719	74,057	76,109	77,165	78,226	79,285	80,347	82,051	83,758
	2	74,460	75,288	76,631	78,679	79,740	80,799	81,857	82,916	84,624	86,331
	3	77,254	78,086	79,422	81,509	82,570	83,629	84,686	85,745	87,454	89,161
	4	80,036	80,877	82,209	84,348	85,408	86,464	87,524	88,583	90,292	91,998
2A	1	72,499	73,335	74,676	76,631	77,690	78,745	79,803	80,864	82,574	84,280
	2	75,934	76,768	78,110	80,119	81,179	82,238	83,298	84,357	86,065	87,771
	3	79,431	80,263	81,600	83,657	84,717	85,777	86,833	87,894	89,602	91,311
	4	82,921	83,755	85,093	87,203	88,261	89,322	90,381	91,440	93,148	94,854
2B	1	73,279	74,110	75,448	77,418	78,478	79,535	80,595	81,653	83,361	85,068
	2	77,461	78,292	79,628	81,665	82,723	83,787	84,844	85,904	87,609	89,315
	3	81,613	82,448	83,791	85,878	86,937	87,995	89,055	90,113	91,820	93,528
	4	85,800	86,635	87,972	90,131	91,190	92,249	93,311	94,365	96,073	97,781
2C	1	75,372	76,203	77,545	79,547	80,604	81,663	82,722	83,786	85,491	87,198
	2	80,917	81,748	83,088	85,172	86,232	87,288	88,350	89,408	91,117	92,824
	3	86,496	87,329	88,671	90,831	91,891	92,949	94,009	95,067	96,775	98,482
	4	92,083	92,916	94,254	96,501	97,559	98,620	99,680	100,739	102,446	104,151
2D	1	76,948	77,780	79,117	81,140	82,197	83,257	84,315	85,376	87,081	88,786
	2	83,923	84,757	86,097	88,224	89,286	90,345	91,403	92,460	94,167	95,873
	3	90,864	91,694	93,032	95,261	96,320	97,380	98,440	99,498	101,206	102,913
	4	97,844	98,673	100,007	102,348	103,406	104,465	105,522	106,583	108,290	109,998
3A	1	80,421	81,290	82,688	84,801	85,859	86,919	87,975	89,039	90,744	92,449
	2	89,821	90,793	92,354	94,713	95,769	96,830	97,889	98,949	100,655	102,362
	3	99,181	100,254	101,977	104,581	105,638	106,697	107,756	108,816	110,524	112,232
	4	108,573	109,749	111,634	114,485	115,545	116,606	117,665	118,726	120,430	122,138
3B	1	83,484	84,388	85,838	88,030	89,089	90,150	91,205	92,265	93,973	95,679
	2	95,566	96,599	98,261	100,770	101,830	102,889	103,949	105,007	106,715	108,421
	3	107,605	108,770	110,639	113,465	114,524	115,583	116,643	117,702	119,409	121,118
	4	119,648	120,942	123,021	126,162	127,223	128,280	129,340	130,401	132,107	133,810

APPENDIX F – JULY 1, 2019
2.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	72,305	73,152	74,517	76,547	77,627	78,707	79,786	80,870	82,611	84,353
	2	74,436	75,284	76,651	78,711	79,792	80,872	81,955	83,034	84,775	86,517
	3	76,550	77,422	78,787	80,882	81,959	83,038	84,119	85,199	86,942	88,684
	4	78,712	79,563	80,930	83,056	84,136	85,217	86,298	87,378	89,117	90,858
1B	1	73,326	74,173	75,538	77,631	78,708	79,791	80,871	81,954	83,692	85,433
	2	75,949	76,794	78,164	80,253	81,335	82,415	83,494	84,574	86,316	88,058
	3	78,799	79,648	81,010	83,139	84,221	85,302	86,380	87,460	89,203	90,944
	4	81,637	82,495	83,853	86,035	87,116	88,193	89,274	90,355	92,098	93,838
2A	1	73,949	74,802	76,170	78,164	79,244	80,320	81,399	82,481	84,225	85,966
	2	77,453	78,303	79,672	81,721	82,803	83,883	84,964	86,044	87,786	89,526
	3	81,020	81,868	83,232	85,330	86,411	87,493	88,570	89,652	91,394	93,137
	4	84,579	85,430	86,795	88,947	90,026	91,108	92,189	93,269	95,011	96,751
2B	1	74,745	75,592	76,957	78,966	80,048	81,126	82,207	83,286	85,028	86,769
	2	79,010	79,858	81,221	83,298	84,377	85,463	86,541	87,622	89,361	91,101
	3	83,245	84,097	85,467	87,596	88,676	89,755	90,836	91,915	93,656	95,399
	4	87,516	88,368	89,731	91,934	93,014	94,094	95,177	96,252	97,994	99,737
2C	1	76,879	77,727	79,096	81,138	82,216	83,296	84,376	85,462	87,201	88,942
	2	82,535	83,383	84,750	86,875	87,957	89,034	90,117	91,196	92,939	94,680
	3	88,226	89,076	90,444	92,648	93,729	94,808	95,889	96,968	98,711	100,452
	4	93,925	94,774	96,139	98,431	99,510	100,592	101,674	102,754	104,495	106,234
2D	1	78,487	79,336	80,699	82,763	83,841	84,922	86,001	87,084	88,823	90,562
	2	85,601	86,452	87,819	89,988	91,072	92,152	93,231	94,309	96,050	97,790
	3	92,681	93,528	94,893	97,166	98,246	99,328	100,409	101,488	103,230	104,971
	4	99,801	100,646	102,007	104,395	105,474	106,554	107,632	108,715	110,456	112,198
3A	1	82,029	82,916	84,342	86,497	87,576	88,657	89,735	90,820	92,559	94,298
	2	91,617	92,609	94,201	96,607	97,684	98,767	99,847	100,928	102,668	104,409
	3	101,165	102,259	104,017	106,673	107,751	108,831	109,911	110,992	112,734	114,477
	4	110,744	111,944	113,867	116,775	117,856	118,938	120,018	121,101	122,839	124,581
3B	1	85,154	86,076	87,555	89,791	90,871	91,953	93,029	94,110	95,852	97,593
	2	97,477	98,531	100,226	102,785	103,867	104,947	106,028	107,107	108,849	110,589
	3	109,757	110,945	112,852	115,734	116,814	117,895	118,976	120,056	121,797	123,540
	4	122,041	123,361	125,481	128,685	129,767	130,846	131,927	133,009	134,749	136,486

APPENDIX G – JULY 1, 2017
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	57,027	57,843	58,670	59,509	60,347	61,188	62,031	62,870	64,450	66,031
	2	58,596	59,433	60,283	61,145	62,007	62,872	63,735	64,597	66,190	67,783
	3	60,208	61,069	61,942	62,828	63,713	64,599	65,489	66,375	67,979	69,582
	4	61,862	62,747	63,645	64,554	65,465	66,377	67,290	68,199	69,816	71,432
	5	63,565	64,475	65,397	66,332	67,265	68,202	69,140	70,076	71,705	73,333
	6	65,313	66,247	67,194	68,155	69,112	70,079	71,041	72,002	73,644	75,287
	7	67,108	68,068	69,041	70,028	71,014	72,005	72,994	73,982	75,637	77,294
	8	68,954	69,940	70,941	71,955	72,969	73,984	75,001	76,018	77,687	79,355
	9	69,836	70,655	71,973	73,933	74,976	76,020	77,063	78,108	79,790	81,473
	10	71,894	72,713	74,034	76,024	77,067	78,110	79,156	80,199	81,881	83,563
	11	73,936	74,778	76,097	78,120	79,160	80,203	81,247	82,290	83,973	85,656
	12	76,025	76,847	78,166	80,220	81,263	82,307	83,351	84,395	86,075	87,755

APPENDIX H – JUNE 30, 2018
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	57,312	58,132	58,963	59,807	60,649	61,494	62,341	63,184	64,772	66,361
	2	58,889	59,730	60,584	61,451	62,317	63,186	64,054	64,920	66,521	68,122
	3	60,509	61,374	62,252	63,142	64,032	64,922	65,816	66,707	68,319	69,930
	4	62,171	63,061	63,963	64,877	65,792	66,709	67,626	68,540	70,165	71,789
	5	63,883	64,797	65,724	66,664	67,601	68,543	69,486	70,426	72,064	73,700
	6	65,640	66,578	67,530	68,496	69,458	70,429	71,396	72,362	74,012	75,663
	7	67,444	68,408	69,386	70,378	71,369	72,365	73,359	74,352	76,015	77,680
	8	69,299	70,290	71,296	72,315	73,334	74,354	75,376	76,398	78,075	79,752
	9	70,185	71,008	72,333	74,303	75,351	76,400	77,448	78,499	80,189	81,880
	10	72,253	73,077	74,404	76,404	77,452	78,501	79,552	80,600	82,290	83,981
	11	74,306	75,152	76,477	78,511	79,556	80,604	81,653	82,701	84,393	86,084
	12	76,405	77,231	78,557	80,621	81,669	82,719	83,768	84,817	86,505	88,194

APPENDIX I – JULY 1, 2018
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
1.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	57,885	58,713	59,553	60,405	61,255	62,109	62,964	63,816	65,420	67,025
	2	59,478	60,327	61,190	62,066	62,940	63,818	64,695	65,569	67,186	68,803
	3	61,114	61,988	62,875	63,773	64,672	65,571	66,474	67,374	69,002	70,629
	4	62,793	63,692	64,603	65,526	66,450	67,376	68,302	69,225	70,867	72,507
	5	64,522	65,445	66,381	67,331	68,277	69,228	70,181	71,130	72,785	74,437
	6	66,296	67,244	68,205	69,181	70,153	71,133	72,110	73,086	74,752	76,420
	7	68,118	69,092	70,080	71,082	72,083	73,089	74,093	75,096	76,775	78,457
	8	69,992	70,993	72,009	73,038	74,067	75,098	76,130	77,162	78,856	80,550
	9	70,887	71,718	73,056	75,046	76,105	77,164	78,222	79,284	80,991	82,699
	10	72,976	73,808	75,148	77,168	78,227	79,286	80,348	81,406	83,113	84,821
	11	75,049	75,904	77,242	79,296	80,352	81,410	82,470	83,528	85,237	86,945
	12	77,169	78,003	79,343	81,427	82,486	83,546	84,606	85,665	87,370	89,076

APPENDIX J – JULY 1, 2019
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS
2.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	59,043	59,887	60,744	61,613	62,480	63,351	64,223	65,092	66,728	68,366
	2	60,668	61,534	62,414	63,307	64,199	65,094	65,989	66,880	68,530	70,179
	3	62,336	63,228	64,133	65,048	65,965	66,882	67,803	68,721	70,382	72,042
	4	64,049	64,966	65,895	66,837	67,779	68,724	69,668	70,610	72,284	73,957
	5	65,812	66,754	67,709	68,678	69,643	70,613	71,585	72,553	74,241	75,926
	6	67,622	68,589	69,569	70,565	71,556	72,556	73,552	74,548	76,247	77,948
	7	69,480	70,474	71,482	72,504	73,525	74,551	75,575	76,598	78,311	80,026
	8	71,392	72,413	73,449	74,499	75,548	76,600	77,653	78,705	80,433	82,161
	9	72,305	73,152	74,517	76,547	77,627	78,707	79,786	80,870	82,611	84,353
	10	74,436	75,284	76,651	78,711	79,792	80,872	81,955	83,034	84,775	86,517
	11	76,550	77,422	78,787	80,882	81,959	83,038	84,119	85,199	86,942	88,684
	12	78,712	79,563	80,930	83,056	84,136	85,217	86,298	87,378	89,117	90,858

APPENDIX K – ELEMENTARY AND MIDDLE SCHOOL VICE PRINCIPALS
JULY 1, 2017 0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
2C(2)	1	74,514	75,333	76,653	78,629	79,671	80,714	81,758	82,804	84,485	86,166
	2	80,211	81,030	82,350	84,410	85,455	86,496	87,541	88,584	90,267	91,949
	3	85,931	86,751	88,072	90,212	91,255	92,299	93,343	94,386	96,068	97,750
	4	91,663	92,483	93,802	96,031	97,072	98,118	99,161	100,206	101,887	103,567

APPENDIX K – ELEMENTARY AND MIDDLE SCHOOL VICE PRINCIPALS
JUNE 30, 2018 0.5% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
2C(2)	1	74,886	75,709	77,037	79,022	80,069	81,117	82,166	83,219	84,907	86,597
	2	80,612	81,436	82,762	84,833	85,882	86,928	87,979	89,027	90,718	92,408
	3	86,361	87,184	88,513	90,663	91,712	92,760	93,809	94,857	96,548	98,238
	4	92,122	92,946	94,270	96,511	97,558	98,609	99,657	100,706	102,396	104,085

APPENDIX K – ELEMENTARY AND MIDDLE SCHOOL VICE PRINCIPALS
JULY 1, 2018 1.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
2C(2)	1	75,897	76,729	78,069	80,078	81,135	82,194	83,253	84,316	86,021	87,727
	2	81,919	82,751	84,091	86,189	87,250	88,307	89,368	90,425	92,134	93,840
	3	87,952	88,784	90,125	92,308	93,367	94,426	95,486	96,544	98,252	99,959
	4	94,003	94,835	96,172	98,450	99,508	100,568	101,627	102,687	104,394	106,100

APPENDIX K – ELEMENTARY AND MIDDLE SCHOOL VICE PRINCIPALS
JULY 1, 2019 2.0% INCREASE

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
2C(2)	1	77,683	78,532	79,898	81,951	83,029	84,109	85,189	86,273	88,012	89,752
	2	84,068	84,918	86,285	88,432	89,515	90,593	91,674	92,753	94,495	96,235
	3	90,454	91,302	92,669	94,907	95,988	97,068	98,149	99,228	100,971	102,712
	4	96,863	97,710	99,073	101,413	102,492	103,573	104,653	105,735	107,476	109,216

APPENDIX L

ADMINISTRATIVE STIPENDS

A. Expanded Learning Time Stipends

See Article XXIV, Section M.

B. Level 4 School Stipend

See Article XXIV, Section M.

C. Additional Services Stipends

1. Kuss Middle School Department Head*

A.	2010 – 2011	$11,953
B.	2011 – 2012	$11,953

*Additional Services included responsibility for the school schedule, data analysis and oversight of the Expanded Learning Time program, budget and reapplication.

D. Lead School Adjustment Counselor $4,000.00

E. Lead School Psychologist $1,500.00

F. Assistant Athletic Director $1,500.00

The positions shall be posted and filled each season in accordance with Article XIII of the Contract and both FRAA and FREA Members shall be eligible to apply. The Assistant Athletic Director shall be supervised by the Athletic Director. The Athletic Director shall appoint the Assistants at his/her discretion and determination shall be non-grievable.

G. Curriculum Coordinators (5) $3,000.00

The disciplines of the five (5) Curriculum Coordinators shall be determined by the Administration each year and may include, but not be limited to, ELA, Science, Math, Social Studies, Foreign Language and ELL.

APPENDIX M

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