

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

ADMINISTRATORS ASSOCIATION

July 1, 2021 through June 30, 2024

INDEX

ARTICLE I	RECOGNITION.	1
ARTICLE II	SCHOOL COMMITTEE RIGHTS.	1
ARTICLE III	ADMINISTRATORS' RIGHTS.	1
ARTICLE IV	DEDUCTIONS & AGENCY SERVICE FEE.	2
ARTICLE V	GRIEVANCE PROCEDURE.	3
ARTICLE VI	USE OF SCHOOL FACILITIES.	6
ARTICLE VII	MEET & DISCUSS & CONSULTATION PROCECURES.	6
ARTICLE VIII	PROFESSIONAL & EDUCATIONAL DEVELOPMENT.	7
ARTICLE IX	CLASS SIZE & DISTRIBUTION.	8
ARTICLE X	ADMINISTRATORS' RESPONSIBILITIES.	9
ARTICLE XI	PERSONNEL FILES.	11
ARTICLE XII	DISCIPLINE.	11
ARTIVLE XIII	VACANCIES & PROMOTIONS.	12
ARTICLE XIV	REDUCTION IN FORCE.	13
ARTICLE XV	PROTECTION.	17
ARTICLE XVI	PERSONAL INJURY BENEFITS.	17
ARTICLE XVII	PARENTAL LEAVE.	18
ARTICLE XVIII	SICK LEAVE.	19
ARTICLE XIX	SICK LEAVE BANK.	20
ARTICLE XX	TEMPORARY LEAVE.	22
ARTICLE XXI	SABBATICAL LEAVES.	23
ARTICLE XXII	WORKDAY AND WORK YEAR.	25
ARTICLE XXIII	INSURANCES AND ANNUITY PLAN.	29
ARTICLE XXIV	SALARIES AND COMPENSATION.	29
ARTICLE XXV	GENERAL PROVISIONS.	35
ARTICLE XXVI	CONTRACT CONSTRUCTION.	36
ARTICLE XXVII	NEGOTIATION PROCEDURE.	37
ARTICLE XXVIII	STUDY GROUPS.	38
ARTICLE XXIX	DURATION.	38
APPENDIX A	ADMINISTRATIVE CLASSIFICATIONS.	40
APPENDIX B	LONGEVITY.	42
APPENDIX C(1)	SALARY SCHEDULE July 1, 2021.	43
APPENDIX C(2)	GUIDANCE AND SCHOOL ADJ. July 1, 2021.	44
APPENDIX D(1)	SALARY SCHEDULE July 1, 2022.	45
APPENDIX D(2)	GUIDANCE AND SCHOOL ADJ. July 1, 2022.	46
APPENDIX E(1)	SALARY SCHEDULE July 1, 2023.	47
APPENDIX E(2)	GUIDANCE AND SCHOOL ADJ. July 1, 2023.	48
APPENDIX F	ADMINISTRATIVE STIPENDS.	49
APPENDIX G	HEALTH INSURANCE.	50

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 (30th) day following the effective date of this Agreement, or on the thirtieth (30th) day following the commencement of his/her employment in the administrative unit, whichever occurs later.
- D.** 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.
- E.** 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. The School Committee agrees that the Human Resources Department shall provide any new Members of the FRAA's Bargaining Unit with a copy of the Collective Bargaining

Agreement, a Welcome Letter and the FRAA's Dues Authorization Form for signature at the time that any applicable new hire documents are signed.

- F. The School Committee shall comply with the provisions of Chapter 73 of the Acts of 2019.

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.** To encourage professional growth 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. Participation in district-based professional development opportunities outside of the contractual school year/day shall be voluntary. Incentives to pursue professional growth opportunities shall be offered, such as, but not limited to; stipend/honorarium, PDPs, graduate credits at a reduced cost or no cost to the educator, and/or the negotiated hourly rate.
- 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 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.
- E.**
 - 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.
 - 3. FRAA Members who deliver Professional Development shall receive double the amount of PDP's that are awarded to each participant in such Professional Development in consideration for their additional work.
 - 4. When presenting during time devoted to professional development by the District, Administrators shall be compensated for preparation at the rate of one (1) hour of preparation time to one (1) hour of presentation time plus one (1) additional hour of presentation preparation (1:1 +1). Compensation shall be at the negotiated hourly rate. If professional development takes place outside of the normal school day or outside the work year, Administrators will be compensated for presentation time in addition to the preparation time (as described above) at the negotiated hourly rate. Said compensation for preparation and/or presentation time

shall not apply to Administrators whose job description requires them to present at professional development sessions.

- F. The following joint labor management committees shall be established: 1) Diversity and Equity; 2) Restorative Practices; 3) Curriculum and Assessment; 4) Special Education; 5) English Language Learning; and 6) Environmental education and sustainable operations.

Each of the five committees will be co-chaired by a Superintendent designee, an FRAA designee and an FREA designee. Each of these committees shall be made up of at least as many FRAA members as administrators, as determined by the respective co-chairs. Additional committee members may be added at the team's discretion which may include a parent and/or student representative. The Diversity and Equity Committee shall include parents, community members, and students. This committee shall be charged with listening and responding to issues regarding equity, access, and justice in support of developing and recommending programming supports.

All FRAA committee members will earn a \$300 stipend for their participation. The FRAA shall pay \$50 towards the \$300 stipend, with the School District paying the remaining \$250 for FRAA members and with the exception of the Diversity and Equity Committee, there will be no more than ten (10) members per committee.

Committees shall meet a minimum of five (5) times per year. Each year, each committee will develop guiding documents to structure and direct the committee's work. Each committee shall annually present a formal report of the output of the committee and make recommendations to the Superintendent, FRAA President and FREA President and make a presentation to the School Committee.

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.

The FBA Joint Sub-Committee consisting of representatives of the FRAA and the School Committee has been convened to discuss and make recommendations upon the following, but not limited to, issues:

1. What are the factors that should be utilized to determine the necessity of a student referral for the performance of an FBA?
2. Who will assign the FBA to faculty?
3. What is the order in which an FBA shall be assigned to a particular classification?
4. What are the caps per classification – i.e. SAC's (currently 2 per month) and School Psychologists (currently no cap)?
5. Who will keep track of FBA's (currently no person does this)?
6. Do we need additional personnel to implement these caps such as a designated new FRAA position to perform FBA's and related responsibilities?
7. The establishment of Professional Development for FBA's.

Before any recommendations of the FBA Joint Sub-Committee can be implemented, they must be agreed upon by the respective Bargaining Teams of the FRAA and the School Committee and, if applicable, ratified by the FRAA and the School Committee.

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

DISCIPLINE

- 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 or good 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. Administrators who are subject to the just or good cause standard shall be defined by Chapter 71, Sections 41 and 42 of the General Laws.

- B.** Any Administrator, against whom any of the foregoing actions in Section A is taken, may elect to contest such action under the contractual grievance and arbitration procedure, or under the procedures set forth in Chapter 71 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 working half of their eight (8) hour work day 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 working half of their eight (8) hour work day 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. Sick Leave Buy Back

Any Administrator in the Fall River School System with a minimum of fifteen (15) years of service will get thirty-five dollars (\$35) for each day of accumulated unused days up to 225 days upon resignation, retirement, or death. In addition, Administrators will be compensated at thirty-five dollars (\$35) for 25 percent (25%) of all days accumulated over 225 days. 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 reinstated.
- 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. In accordance with the existing past practices, the workday shall be subject to the following:

1. The eight (8) hour work day shall be scheduled in good faith collaboration between the Principal/Supervisor and the applicable Administrators and shall encompass the normal teacher working day and times before and after those hours. In any event, the eight (8) hour work day shall not begin before 7:00 a.m. and shall not end after 4:00 p.m. If the Principal/Supervisor and the applicable Administrators are unable to agree upon the actual start and end time of the workday, the final decision shall be made by the Principal/Supervisor subject to the parameters that are set forth in this Section A(1).
2. Principals/Supervisors shall exert their best efforts to schedule regular administrative meetings within the eight (8) hour workday whenever possible.
3. A half day shall be equivalent to one-half of the normal eight (8) hour day.

The work day for Administrators who are employed in ELT or Level 4 Schools shall not begin before 7:00 a.m. The remaining work day language for ELT and Level 4 Schools is set forth in Article XXIV, Section M.

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. Administrators shall be required to work an additional half hour for two (2) professional development days during the school year. These two professional development days shall count toward the one (1) additional hour per month that is specified in this Section B(5).
 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
11. Lead School Adjustment Counselor
12. Director of Curriculum-English (K-12)
13. Director of Curriculum-Mathematics (K-12)
14. Director of Curriculum-Science (K-12)

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.

N. On the school day before Thanksgiving or the school day before a school vacation period, building-based and itinerant FRAA Members shall be dismissed no more than thirty (30) minutes after buses at their assigned buildings leave and Central Office FRAA Members shall be dismissed as soon as all school buildings have been cleared of students for the day.

O. In view of the increase in responsibilities concerning scheduling, Guidance Counselors shall work up to five (5) days beyond their 195 day work year during the months of July and/or August in order to enable them to complete scheduling and other responsibilities. Guidance Counselors shall be paid at their applicable per diem rate for all such additional days of work. The actual number of days worked shall be at the discretion of the Guidance Counselor and subject to the

approval of, and scheduled in collaboration with, the Director of Guidance and the Principal.

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 2021-2022, 2022-2023 and 2023-2024 are attached hereto and made a part hereof. Effective retroactively to July 1, 2021, all Elementary and Middle School Vice Principals shall complete the transition from Level 2C to Level 2D on the FRAA's Salary Schedule. Accordingly, Appendix E shall be deleted.
- B.** In addition to their base salaries which appear in the Salary Schedules attached hereto in Appendices C(1) and (2), D(1) and (2), and E(1) and (2), 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 Schedules shall be increased by the following percentages as of the dates indicated below:

- | | | |
|----|-----------------------------|-----------------------|
| 1. | Retroactive to July 1, 2021 | Three Percent (3.00%) |
| 2. | July 1, 2022 | Three Percent (3.00%) |
| 3. | July 1, 2023 | Three Percent (3.00%) |

In addition to the foregoing across the board base salary increases that are specified above, all classifications in Levels 1A and 2A shall receive the following base salary increases on the FRAA's Salary Schedules:

- | | | |
|----|-----------------------------|---------------------|
| 1. | Retroactive to July 1, 2021 | One Percent (1.00%) |
| 2. | July 1, 2022 | One Percent (1.00%) |
| 3. | July 1, 2023 | One Percent (1.00%) |

- 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(1), D(1) and E(1). All Guidance Counselors and School Adjustment Counselors shall be paid in accordance with the applicable 12 step schedule that is set forth in Appendices C(2), D(2) and E(2) that is to be effective as of July 1, 2021. 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.
- 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 F 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 Viveiros, 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 F 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 E 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.
- R.** The current stipend for the Lead Psychologist position shall be increased to eight thousand dollars (\$8,000) as of July 1, 2021 and the Lead Psychologist shall continue to perform evaluations.
- S.** The parties will establish an Administrative Mentoring Program for new Administrators pursuant to which FRAA Members who serve as Mentors shall receive a stipend in an amount that will be agreed to by the Bargaining Teams of the FRAA and the School Committee and shall be added to Appendix L. A Joint Sub-Committee consisting of applicable FRAA Designees representing the FRAA's Classifications and the Superintendent and/or her designees shall meet during the 2021 – 2022 school year to develop the Administrative Mentoring Program to take effect as of July 1, 2022, including the amount of the stipend and the program requirements.

During the 2021-2022 school year, the Mentoring Program shall consist of group Mentoring sessions for each FRAA classification one (1) – two (2) hours per month for which the Administrative Mentors shall be compensated at the Administrative Hourly Rate.

- T.** An FRAA Member may accept or reject assignment as a supervising Administrator for a student intern. If FRAA Member accepts assignment as supervising Administrator, this assignment shall be recognized for three (3) credits or stipends of three hundred dollars (\$300) at the option of the School Committee. If three (3) credits are granted, said credits will apply for horizontal movement on the salary schedule. The School Committee, wherever possible, will assign one (1) supervisory Administrator. If this is not possible, the three

hundred dollars (\$300) or the three (3) credits will be divided pro-rata according to the time involvement of the assigned FRAA Members. The assignment of the FRAA Member will be on a rotating basis subject to the ability of the FRAA Member to supervise. Human resources will confirm the assignment of a student intern and confirm the options of recognition available to the supervisory FRAA Member

- U.** The Assistant Athletic Director position shall be added to the FRAA's Bargaining Unit and shall be placed on Step 1 of the 12 Step Level 1A Salary Schedule as of July 1, 2021. The Assistant Athletic Director shall be required to obtain the Certified Athletic Administrator certification through the National Interscholastic Athletic Administrators Association (NIAAA) within one (1) calendar year after the ratification of this Agreement.

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.** 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.
- E.** 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.

F. 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.

G. **Parental Leave Bank**

1. The parental leave bank is for use by eligible members of the professional staff covered by this Agreement who have exhausted their own accumulated sick leave and would therefore have an unpaid portion of their parental leave.
2. By October 1 of each school year, unit members may volunteer to have their sick leave reduced by up to 15 days, and those days will be deposited into the Parental Leave Bank. In the event the bank is exhausted during the term of this Agreement, all qualified members will be asked to voluntarily have their sick leave accumulation reduced by another day, and that day shall be deposited in the bank to be used as provided in paragraph A above.
3. The initial grant of parental leave by the parental leave bank committee to an eligible employee shall not exceed thirty (30) days.
4. Eligibility for days from the Parental Leave Bank: An applicant must be a FRAA member in good standing and must otherwise meet the conditions of parental leave as provided in M.G.L. c. 149, §105D. The member must have been employed by the District for a minimum of one (1) school year to receive the full benefit.
5. All requests of the Parental Leave Bank must be submitted to Human Resources and the FRAA, in writing.
6. Granting of days from the Parental Leave Bank will be automatic upon submission of evidence of birth or adoption and verification that the member has exhausted sick days.

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

NEGOTIATION 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, 2021 and will continue and remain in full force and effect through June 30, 2024.

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, 2023. In the event that the negotiations for a successor agreement are not concluded by June 30, 2024 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 17th day of June, 2022.

FALL RIVER SCHOOL COMMITTEE



Mayor Paul Coogan, Chairperson



Paul Hart, Vice Chairperson



Kevin Aguiar



Bobby Bailey



Mimi Larrivee



Shelli Pereira

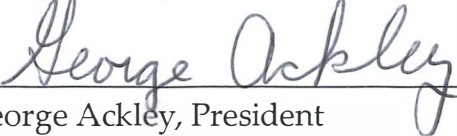


Sara Rodrigues



Bruce A. Assad, Legal Counsel

FALL RIVER ADMINISTRATORS ASSOCIATION



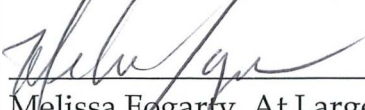
George Ackley, President



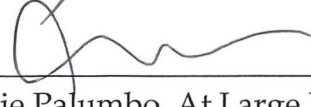
Libby Phelan, Vice President



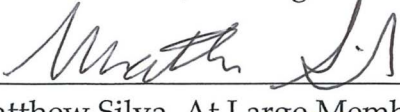
Lisa Andrade, Secretary



Melissa Fogarty, At Large Member



Annie Palumbo, At Large Member



Matthew Silva, At Large Member



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
Assistant Athletic Director*
- B.** School Psychologist
Curriculum Supervisors
Career Development Supervisors
- LEVEL II**
- A.** High School Department Head
Middle School Department Head
Elementary School Department Head
Board Certified Behavior Analyst – Department Head
Cluster Coordinator – Department Head
Instructional Media Coordinator
- B.** Assistant Director of Alternative School
Community Services Coordinators
Curriculum Supervisors
- C.** Dean of Student Support and Operations
Program Coordinators
Special Education Supervisor (Early Childhood Level)
- D.** Director of Cafeterias
High School Vice Principal
Middle School Vice Principal
Elementary 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
Lead School Adjustment Counselor

- 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
Director of Curriculum-English (K-12)
Director of Curriculum-Mathematics (K-12)
Director of Curriculum-Science (K-12)
Director of Vocational Programs

 - B.** Associate High School Principal

APPENDIX B

LONGEVITY SCHEDULE

LONGEVITY

Administrators beginning their fifth (5th) year shall receive payments in accordance with the following longevity schedule; biweekly in accordance with their normal pay schedule.

5 – 9 years' service:	\$450
10 years' service:	\$600
15 years' service	\$1,000
20 years' service	\$1,500
25 years' service	\$2,000
30 years' service	\$2,500

APPENDIX C(1) – JULY 1, 2021

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	76,348	77,241	78,683	80,826	81,966	83,107	84,247	85,391	87,229	89,068
	2	78,598	79,492	80,936	83,112	84,253	85,393	86,536	87,676	89,515	91,354
	3	80,829	81,750	83,192	85,403	86,540	87,681	88,822	89,962	91,802	93,642
	4	83,113	84,010	85,454	87,699	88,840	89,981	91,122	92,263	94,099	95,938
1B	1	76,659	77,545	78,971	81,159	82,286	83,418	84,547	85,678	87,495	89,315
	2	79,401	80,284	81,716	83,901	85,032	86,161	87,288	88,418	90,239	92,060
	3	82,380	83,268	84,692	86,918	88,049	89,179	90,306	91,435	93,257	95,077
	4	85,348	86,244	87,664	89,946	91,076	92,201	93,331	94,461	96,283	98,103
2A	1	78,083	78,984	80,429	82,533	83,674	84,810	85,950	87,092	88,933	90,771
	2	81,783	82,681	84,126	86,290	87,432	88,572	89,713	90,855	92,694	94,531
	3	85,549	86,445	87,885	90,100	91,242	92,384	93,522	94,664	96,503	98,344
	4	89,308	90,205	91,647	93,919	95,058	96,202	97,343	98,483	100,322	102,160
2B	1	78,142	79,028	80,454	82,555	83,686	84,813	85,943	87,071	88,892	90,713
	2	82,601	83,488	84,912	87,083	88,212	89,347	90,474	91,604	93,422	95,242
	3	87,029	87,919	89,351	91,577	92,706	93,834	94,965	96,093	97,913	99,735
	4	91,494	92,385	93,809	96,112	97,241	98,370	99,503	100,627	102,448	104,270
2C	1	80,373	81,260	82,690	84,826	85,952	87,081	88,211	89,346	91,164	92,984
	2	86,286	87,173	88,602	90,823	91,954	93,081	94,213	95,341	97,163	98,983
	3	92,235	93,124	94,555	96,859	97,989	99,117	100,247	101,376	103,198	105,018
	4	98,194	99,082	100,508	102,904	104,033	105,164	106,295	107,424	109,244	111,063
2D	1	82,054	82,942	84,366	86,524	87,652	88,782	89,910	91,042	92,860	94,678
	2	89,492	90,381	91,810	94,078	95,211	96,340	97,468	98,596	100,416	102,235
	3	96,893	97,779	99,205	101,582	102,712	103,843	104,972	106,100	107,921	109,742
	4	104,337	105,221	106,643	109,140	110,268	111,397	112,523	113,656	115,476	117,297
3A	1	85,757	86,685	88,175	90,428	91,557	92,687	93,813	94,947	96,765	98,583
	2	95,781	96,818	98,482	100,998	102,123	103,256	104,385	105,515	107,334	109,154
	3	105,762	106,907	108,744	111,521	112,648	113,777	114,907	116,037	117,858	119,680
	4	115,777	117,032	119,042	122,083	123,213	124,344	125,473	126,606	128,422	130,244
3B	1	89,024	89,988	91,534	93,872	95,001	96,132	97,257	98,388	100,209	102,029
	2	101,907	103,009	104,781	107,457	108,588	109,717	110,847	111,975	113,796	115,615
	3	114,745	115,987	117,981	120,994	122,123	123,253	124,384	125,513	127,333	129,155
	4	127,588	128,967	131,184	134,533	135,665	136,793	137,923	139,054	140,873	142,689

**APPENDIX C(2) – JULY 1, 2021
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	62,344	63,235	64,140	65,057	65,973	66,892	67,813	68,731	70,458	72,187
	2	64,060	64,974	65,903	66,847	67,788	68,733	69,678	70,619	72,361	74,103
	3	65,821	66,762	67,718	68,685	69,652	70,621	71,593	72,563	74,317	76,070
	4	67,630	68,597	69,578	70,574	71,568	72,566	73,563	74,557	76,325	78,091
	5	69,491	70,486	71,495	72,517	73,537	74,560	75,587	76,609	78,392	80,171
	6	71,402	72,424	73,459	74,509	75,556	76,612	77,664	78,715	80,510	82,305
	7	73,364	74,414	75,478	76,558	77,636	78,718	79,800	80,880	82,689	84,499
	8	75,383	76,461	77,555	78,663	79,771	80,882	81,994	83,105	84,929	86,754
	9	76,348	77,241	78,683	80,826	81,966	83,107	84,247	85,391	87,229	89,068
	10	78,598	79,492	80,936	83,112	84,253	85,393	86,536	87,676	89,515	91,354
	11	80,829	81,750	83,192	85,403	86,540	87,681	88,822	89,962	91,802	93,642
	12	83,113	84,010	85,454	87,699	88,840	89,981	91,122	92,263	94,099	95,938

APPENDIX D(1) – JULY 1, 2022

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	79,425	80,354	81,854	84,083	85,269	86,456	87,642	88,832	90,744	92,657
	2	81,765	82,696	84,198	86,461	87,648	88,834	90,023	91,209	93,122	95,036
	3	84,086	85,045	86,545	88,845	90,028	91,215	92,402	93,587	95,502	97,416
	4	86,462	87,396	88,898	91,233	92,420	93,607	94,794	95,981	97,891	99,804
1B	1	78,959	79,871	81,340	83,594	84,755	85,921	87,083	88,248	90,120	91,994
	2	81,783	82,693	84,167	86,418	87,583	88,746	89,907	91,071	92,946	94,822
	3	84,851	85,766	87,233	89,526	90,690	91,854	93,015	94,178	96,055	97,929
	4	87,908	88,831	90,294	92,644	93,808	94,967	96,131	97,295	99,171	101,046
2A	1	81,230	82,167	83,670	85,859	87,046	88,228	89,414	90,602	92,517	94,429
	2	85,079	86,013	87,516	89,767	90,956	92,141	93,328	94,516	96,430	98,341
	3	88,997	89,929	91,427	93,731	94,919	96,107	97,291	98,479	100,392	102,307
	4	92,907	93,840	95,340	97,704	98,889	100,079	101,266	102,452	104,365	106,277
2B	1	80,486	81,399	82,868	85,032	86,197	87,357	88,521	89,683	91,559	93,434
	2	85,079	85,993	87,459	89,695	90,858	92,027	93,188	94,352	96,225	98,099
	3	89,640	90,557	92,032	94,324	95,487	96,649	97,814	98,976	100,850	102,727
	4	94,239	95,157	96,623	98,995	100,158	101,321	102,488	103,646	105,521	107,398
2C	1	82,784	83,698	85,171	87,371	88,531	89,693	90,857	92,026	93,899	95,774
	2	88,875	89,788	91,260	93,548	94,713	95,873	97,039	98,201	100,078	101,952
	3	95,002	95,918	97,392	99,765	100,929	102,091	103,254	104,417	106,294	108,169
	4	101,140	102,054	103,523	105,991	107,154	108,319	109,484	110,647	112,521	114,395
2D	1	84,516	85,430	86,897	89,120	90,282	91,445	92,607	93,773	95,646	97,518
	2	92,177	93,092	94,564	96,900	98,067	99,230	100,392	101,554	103,428	105,302
	3	99,800	100,712	102,181	104,629	105,793	106,958	108,121	109,283	111,159	113,034
	4	107,467	108,378	109,842	112,414	113,576	114,739	115,899	117,066	118,940	120,816
3A	1	88,330	89,286	90,820	93,141	94,304	95,468	96,627	97,795	99,668	101,540
	2	98,654	99,723	101,436	104,028	105,187	106,354	107,517	108,680	110,554	112,429
	3	108,935	110,114	112,006	114,867	116,027	117,190	118,354	119,518	121,394	123,270
	4	119,250	120,543	122,613	125,745	126,909	128,074	129,237	130,404	132,275	134,151
3B	1	91,695	92,688	94,280	96,688	97,851	99,016	100,175	101,340	103,215	105,090
	2	104,964	106,099	107,924	110,681	111,846	113,009	114,172	115,334	117,210	119,083
	3	118,187	119,467	121,520	124,624	125,787	126,951	128,116	129,278	131,153	133,030
	4	131,416	132,836	135,120	138,569	139,735	140,897	142,061	143,226	145,099	146,970

**APPENDIX D(2) – JULY 1, 2022
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	64,856	65,783	66,725	67,679	68,632	69,588	70,546	71,501	73,297	75,096
	2	66,642	67,592	68,559	69,541	70,520	71,503	72,486	73,465	75,277	77,089
	3	68,474	69,453	70,447	71,453	72,459	73,467	74,478	75,487	77,312	79,136
	4	70,355	71,361	72,382	73,418	74,452	75,490	76,528	77,562	79,401	81,238
	5	72,291	73,327	74,376	75,439	76,501	77,565	78,633	79,696	81,551	83,402
	6	74,280	75,343	76,419	77,512	78,601	79,699	80,794	81,887	83,755	85,622
	7	76,321	77,413	78,520	79,643	80,765	81,890	83,016	84,139	86,021	87,904
	8	78,421	79,542	80,680	81,833	82,986	84,142	85,298	86,454	88,352	90,250
	9	79,425	80,354	81,854	84,083	85,269	86,456	87,642	88,832	90,744	92,657
	10	81,765	82,696	84,198	86,461	87,648	88,834	90,023	91,209	93,122	95,036
	11	84,086	85,045	86,545	88,845	90,028	91,215	92,402	93,587	95,502	97,416
	12	86,462	87,396	88,898	91,233	92,420	93,607	94,794	95,981	97,891	99,804

APPENDIX E(1) – JULY 1, 2023

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	82,626	83,592	85,153	87,472	88,705	89,940	91,174	92,412	94,401	96,391
	2	85,060	86,029	87,591	89,945	91,180	92,414	93,651	94,885	96,875	98,866
	3	87,475	88,472	90,033	92,425	93,656	94,891	96,126	97,359	99,351	101,342
	4	89,946	90,918	92,481	94,910	96,145	97,379	98,614	99,849	101,836	103,826
1B	1	81,328	82,267	83,780	86,102	87,298	88,499	89,695	90,895	92,824	94,754
	2	84,236	85,174	86,692	89,011	90,210	91,408	92,604	93,803	95,734	97,667
	3	87,397	88,339	89,850	92,212	93,411	94,610	95,805	97,003	98,937	100,867
	4	90,545	91,496	93,003	95,423	96,622	97,816	99,015	100,214	102,146	104,077
2A	1	84,504	85,478	87,042	89,319	90,554	91,784	93,017	94,253	96,245	98,234
	2	88,508	89,479	91,043	93,385	94,622	95,854	97,089	98,325	100,316	102,304
	3	92,584	93,553	95,112	97,508	98,744	99,980	101,212	102,448	104,438	106,430
	4	96,651	97,622	99,182	101,641	102,874	104,112	105,347	106,581	108,571	110,560
2B	1	82,901	83,841	85,354	87,583	88,783	89,978	91,177	92,373	94,306	96,237
	2	87,631	88,573	90,083	92,386	93,584	94,788	95,984	97,183	99,112	101,042
	3	92,329	93,274	94,793	97,154	98,352	99,548	100,748	101,945	103,876	105,809
	4	97,066	98,012	99,522	101,965	103,163	104,361	105,563	106,755	108,687	110,620
2C	1	85,268	86,209	87,726	89,992	91,187	92,384	93,583	94,787	96,716	98,647
	2	91,541	92,482	93,998	96,354	97,554	98,749	99,950	101,147	103,080	105,011
	3	97,852	98,796	100,314	102,758	103,957	105,154	106,352	107,550	109,483	111,414
	4	104,174	105,116	106,629	109,171	110,369	111,569	112,769	113,966	115,897	117,827
2D	1	87,051	87,993	89,504	91,794	92,990	94,188	95,385	96,586	98,515	100,444
	2	94,942	95,885	97,401	99,807	101,009	102,207	103,404	104,601	106,531	108,461
	3	102,794	103,733	105,246	107,768	108,967	110,167	111,365	112,561	114,494	116,425
	4	110,691	111,629	113,137	115,786	116,983	118,181	119,376	120,578	122,508	124,440
3A	1	90,980	91,965	93,545	95,935	97,133	98,332	99,526	100,729	102,658	104,586
	2	101,614	102,715	104,479	107,149	108,343	109,545	110,743	111,940	113,871	115,802
	3	112,203	113,417	115,366	118,313	119,508	120,706	121,905	123,104	125,036	126,968
	4	122,828	124,159	126,291	129,517	130,716	131,916	133,114	134,316	136,243	138,176
3B	1	94,446	95,469	97,108	99,589	100,787	101,986	103,180	104,380	106,311	108,243
	2	108,113	109,282	111,162	114,001	115,201	116,399	117,597	118,794	120,726	122,655
	3	121,733	123,051	125,166	128,363	129,561	130,760	131,959	133,156	135,088	137,021
	4	135,358	136,821	139,174	142,726	143,927	145,124	146,323	147,523	149,452	151,379

**APPENDIX E(2) – JULY 1, 2023
GUIDANCE AND SCHOOL ADJUSTMENT COUNSELORS**

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	67,470	68,434	69,414	70,406	71,398	72,392	73,389	74,382	76,251	78,122
	2	69,328	70,316	71,322	72,344	73,362	74,385	75,407	76,426	78,311	80,196
	3	71,234	72,252	73,286	74,333	75,379	76,428	77,479	78,529	80,428	82,325
	4	73,190	74,237	75,299	76,377	77,452	78,532	79,612	80,688	82,601	84,512
	5	75,204	76,282	77,373	78,479	79,584	80,691	81,802	82,908	84,838	86,763
	6	77,273	78,379	79,499	80,636	81,769	82,911	84,050	85,187	87,130	89,073
	7	79,397	80,533	81,684	82,853	84,020	85,190	86,362	87,530	89,488	91,447
	8	81,581	82,748	83,931	85,131	86,330	87,533	88,736	89,938	91,913	93,887
	9	82,626	83,592	85,153	87,472	88,705	89,940	91,174	92,412	94,401	96,391
	10	85,060	86,029	87,591	89,945	91,180	92,414	93,651	94,885	96,875	98,866
	11	87,475	88,472	90,033	92,425	93,656	94,891	96,126	97,359	99,351	101,342
	12	89,946	90,918	92,481	94,910	96,145	97,379	98,614	99,849	101,836	103,826

APPENDIX F

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 Psychologist \$8,000.00

E. 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.

F. Elementary Intramural Sports Program Coordinator \$2,500.00

Addendum #5

Memorandum of Understanding

Between

The City of Fall River and Public Employee Committee

The City of Fall River and Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 20, 2014 through this Addendum as follows:

1. The PEC and the City met on several different days to discuss the transfer of eligible Medicare Retirees enrolled in Blue Cross Blue Shield Medex II and Humana Prescription Plan to Aetna Medicare Plan (Medicare Advantage PPO).
2. The transfer of Medicare eligible retirees enrolled in BCBS Medex II and the Humana PDP retirees and their spouses to Aetna Medicare Plan (Medicare Advantage PPO) would take effect on January 1, 2022. The City has determined, based on the analysis provided by the City's insurance consultant, Gallagher, and Aetna Insurance Company, that transferring retirees and their spouses to Aetna PPO will achieve approximately City \$1,741,950/Retirees \$580,650 in savings in the first year. Premium rate shall be \$315 dollars in the first year and a rate cap of \$10 dollars for the succeeding three (3) years.
3. The City agrees to set aside Twenty Thousand Dollars (\$20,000) to mitigate, moderate, or cap the impact of the plan change to the subscribers. In addition, the city agrees to reopen the mitigation set aside if, due to unforeseen or exigent circumstances, the amount stipulated is insufficient to satisfy the statutory requirement under MGL Chapter 32B section 21 (b).
4. The City shall conduct quarterly utilization reviews of medical and pharmacy claims. The final quarterly report shall also contain a comprehensive annual report of utilization. The City agrees to seek senior plan options every two (2) years by mutual agreement of the City/PEC. This option can be waived by mutual agreement of the City and the PEC.
5. The retirees and their spouses impacted by this change will automatically be enrolled to the Aetna Plan (Medicare Advantage PPO) with the assistance of Retiree First.

FOR THE CITY

Paul E. Coogan
By: Paul E. Coogan, Mayor

9/22/21
Date:

Mary Sahady
By: Mary Sahady, Director of Financial Services

9/22/21
Date:

Madeline Coelho
By: Madeline Coelho, Human Resources Director

9/22/21
Date:

Alan Rumsey
By: Alan Rumsey, Corporation Counsel

9/22/21
Date:

School Dept.

Keith Michon Jr
By: Keith Michon, Fall River Educators, President

9/22/21
Date:

Jessica Sanotlin
By: Jessica Sanotlin, School Department Maintenance
AFSCME Local 1118

9/22/21
Date:

Susan Mello
By: Susan Mello, FRCA

9/22/21
Date:

Stacey Alves
By: Stacey Alves,
FRPA Fall River Federation of Paraprofessionals
F.R. Schools Dept.

9/22/21
Date:

George Ackley
By: George Ackley
FRAA President Fall River Administrators Association

9/23/21
Date:

Heather Littlefield
By: Heather Littlefield, Local 1201 EMS

9/22/21
Date:

Peter Da Luz
By: Peter Da Luz, Police Local 1854

9/22/21
Date:

Joseph Kennedy
By: Joseph Kennedy, Teamsters Local 251

9/23/21
Date:

John Martins
By: John Martins, Local 1844 Superior Officers

9/22/21
Date:

Rachel Rapoza
By: Rachel Rapoza, AFSCME Local 3177

9-23-21
Date:

Wedson Tiburtino
By: Wedson Tiburtino, Environmental Police Local 491

9-22-21
Date:

Christian Ponte
By: Christian Ponte, Firefighters Local 1314

9/22/21
Date:

David Lavoie
By: David Lavoie, LAW Custodians

Date:

Robert Camara
By: Robert Camara, Retirees Association

09/22/2021
Date:

**Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee**

It is agreed by and among the **City of Fall River ("City")** acting by and through its Mayor and the Public Employee Committee ("**PEC**") as follows:

I. Parties to the Memorandum

Parties to this Memorandum of Understanding (Memorandum) are:

- A. The **City of Fall River**, with a principal address of 1 Government Center, Fall River, MA referred to as the "**City**" from this point forward; and
- B. The Public Employee Committee referred to as the "**PEC**" from this point forward. The **PEC** includes a representative of each collective bargaining unit with the **City** and a retiree representative. Specifically, the **PEC** consists of the following representatives:

Bargaining Unit	Representative of each Collective Bargaining Unit
<p><u>School</u> AFSCME – American Federation of State, County, and Municipal Employees</p>	<p>Sandra St. Martin President of Local 1118 Sstmartin@fallriverschools.org</p>
<p>FREA - Fall River Educators Association</p>	<p>Rebecca Cusick, President president@fallrivereducators.org</p>
<p>FRAA - Fall River Administrators Association (Fall River Public Schools)</p>	<p>George Ackley, President gackley@fallriverschools.org</p>
<p>FRPPA – Fall River Federation of Paraprofessionals Fall River School Department</p>	<p>Patricia A. Demeule, President pdemeule@fallriverschools.org</p>

FRCA - Fall River Clerical Association Fall River School Department	Elizabeth Lord-Correia, President elord@fallriverschools.org
SGVT - Director of Early Childhood Government Programs	Barbara Allard, ballard@fallriverschools.org
<u>City</u>	Peter Da Luz, Treasurer, pdluz@comcast.net
Fall River Police Association Local 1854	James Cusick, Secretary, JWCHR1@comcast.net
Fall River Fire Fighters, Local 1314	Joseph Castro, Union Vice-President, JosephECastro@comcast.net
Fall River Police Superior Officers' Association	Tracy Wright, President tracyw@fallriverma.org
AFSCME - American Federation of State, County, and Municipal Employees	Robert DeSoto, Union Steward Roc.ko@aol.com
Teamsters Local 251	Linda Saravo lsaravao@fallriverma.org
LAW- Labor Advantage Workers (nurses and custodians)	Robert Camara, Rcamara16@verizon.net
<u>Retirees</u>	
Retirees Association	

C. City and PEC are hereinafter collectively "Parties".

II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City's Health Plan Design (hereinafter "HPD") between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum agree to participate in this new HPD.

- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
- b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;
- c. **Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.**
- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order . A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
 - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2018.

IV. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

- VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the HPD that it offers to its subscribers.
- VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.
- VIII. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements to the extent they exist. The Parties agree as follows:

- ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.
- f. The City shall provide mitigation as follows:
- i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
 - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
 - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;
 - iv. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
 - v. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five (25) percent employee split if the City terminates its self-insured plan and implements an insured plan;
- h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
- i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
- j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
- k. **Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.**

1. The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.
- m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
- n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

ENTIRE AGREEMENT

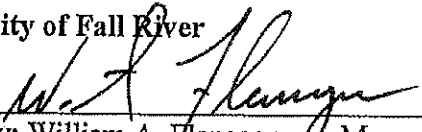
This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

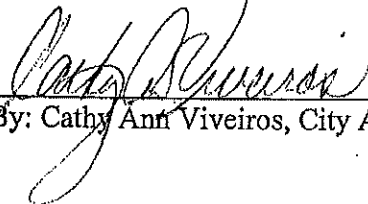
THIS MEMORANDUM OF UNDERSTANDING, consisting of seven pages, is executed by the persons signing below who warrant that they have the authority to execute the Memorandum of Understanding.

City of Fall River


 By: William A. Flanagan, Mayor

6-30-17

Date


 By: Cathy Ann Viveiros, City Administrator

6-30/17

Date

M Coelho 6/30/14
By: Madeline Coelho, Director of Administrative Services/ Human Resources Date

Gary P. Howayeck 6-30-14
By: Gary P. Howayeck, Esq., Office of the Corporation Counsel Date

Public Employee Committee:

School

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,

Sandra St. Martin 6/27/14
Sandra St. Martin, President of Local 1118 Date

FREA - Fall River Educators Association,
Through its Authorized Agent,

Rebecca Cusick June 27, 2014
Rebecca Cusick, President Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,

George Ackley July 1, 2014
George Ackley, President Date

FRPPA - Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Patricia A. Demeule June 27, 2014
~~Judith Couto, Vice President~~ Date
Patricia A. Demeule

FRCA - Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth A. Lord-Correia 6/27/2014
Elizabeth Lord-Correia, ~~Vice~~ President Date

SGVT - Director of Early Childhood Government Programs,
Through its Authorized Agent,

Barbara Allard 7/8/14
Barbara Allard Date

City

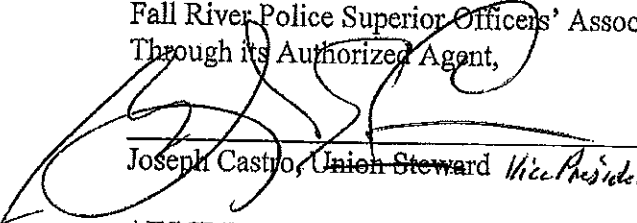
Fall River Police Association Local 1854,
Through its Authorized Agent,

Peter Da Luz 6/27/14
Peter Da Luz, ~~Vice President~~ Date
Treasurer

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

James Cusick 6/27/14
James Cusick, Secretary Date

Fall River Police Superior Officers' Association,
Through its Authorized Agent,


Joseph Castro, Union Steward *Vice President*

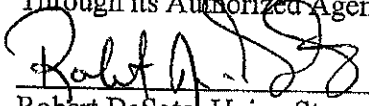
6/27/14
Date

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,


Tracy Wright, Treasurer *President*

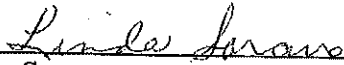
6/27/14
Date

Teamsters Local 251,
Through its Authorized Agent,


Robert DeSoto, Union Steward

6/27/14
Date

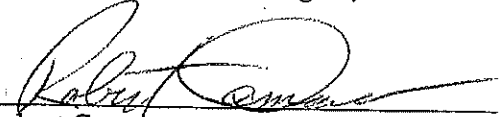
LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,


Linda Saravo

6/27/14
Date

Retirees

Retirees Association,
Through its Authorized Agent,


Robert Camara

6/27/14
Date

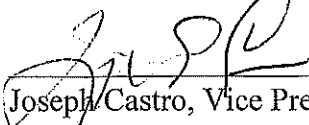
Addendum #2
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to carve out the prescription drug program from the current plans for active and non-Medicare eligible members enrolled on the Network Blue Options (HMO) and Blue Care Elect Deductible (PPO) plans, effective July 1, 2018, the parties agree as follows:

1. The PEC and the City agree to carve-out the prescription drug program for active and non-Medicare eligible members enrolled on the Network Blue Options (HMO) and Blue Care Elect Deductible (PPO) plans. Effective July 1, 2018 the prescription drug program shall be separated from Blue Cross Blue Shield of Massachusetts control utilizing Maxor Plus, a Pharmacy Benefit Manager (PBM) vendor selected by the PEC and the City, for the period ending June 30, 2021.
2. Any rebates or non-claims related savings received as a result of contracting with a separate PBM shall be distributed back to the City and Employee Trust Fund at the existing 75/25% split.
3. The PEC and City agree to assess any and all data provided to the PEC and Administration by the PBM and the benefits consultants during FY20 FY21, to determine if this course of action is in the best interest of both parties and re-evaluate the continuation of this contract.
4. The PEC and the City agree to form a subcommittee consisting of two (2) members of the Administration and four (4) members of the PEC who will be chosen by their respective parties. This subcommittee will meet as needed to assess formulary changes and recommendations as well as the provision of clinical programs to the PEC. This will occur no less than quarterly in each fiscal year.
5. The PEC and the City are in agreement that the City's PBM consultant will be available in person to meet on an annual basis. The PBM consultants and representatives shall share the same information with both the PEC and the City.
6. At the request of the PEC, the term of the current MOU, Section III, shall be extended until June 30, 2025. This memorandum shall not be amended at any time until June 30, 2025 except in accordance with of Section 3 as amended in the addendum dated June 30, 2017.

Fall River Police Superior Officers' Association,
Through its Authorized Agent,


Joseph Castro, Vice President

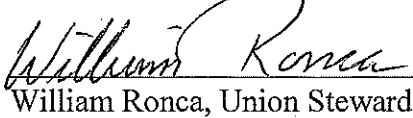
3/19/18
Date

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,


Phillip Rodrigues, President

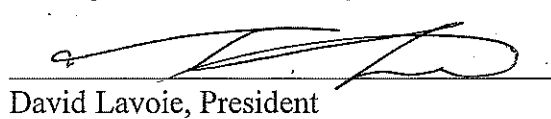
3/21/18
Date

Teamsters Local 251,
Through its Authorized Agent,


William Ronca, Union Steward

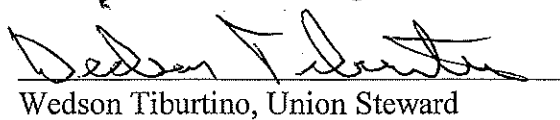
20 March 2018
Date

LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,


David Lavoie, President

3/20/18
Date

Teamsters Local 251 (Environmental Police),
Through its Authorized Agent,


Wedson Tiburtino, Union Steward

3/20/18
Date

Retirees

Retirees Association,
Through its Authorized Agent,

Robert Camara

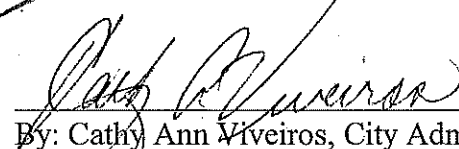
Date

7. The City agrees to meet with the PEC by April 15, 2018 to create a course of action and implementation regarding a Wellness Plan that will be executed by January 1, 2019.


For the City


By: Jasiel F. Correia II, Mayor

3/21/18
Date


By: Cathy Ann Viveiros, City Administrator

3-19-18
Date


By: Madeline Coelho,
Director of Human Resources

3/19/18
Date

Approved as to Form &
Manner of Execution Only:


By: Joseph I. Macy, Corporation Counsel

3/21/18
Date

Public Employee Committee:

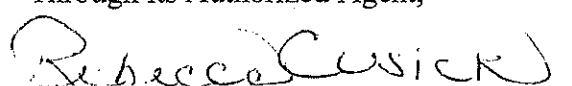
School

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,


Sandra St. Martin, President of Local 1118

3/20/18
Date

FREA - Fall River Educators' Association,
Through its Authorized Agent,


Rebecca Cusick, President

3-20-18
Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,

George Ackley 3-20-18
George Ackley, President Date

FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Stacey Alves 3-20-18
Stacey Alves, President Date

FRCA – Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth A. Lord-Correia 3/19/18
Elizabeth Lord-Correia, President Date

City

Fall River EMS, AFSCME Local 1202,
Through its Authorized Agent,

Andrew Almeida 3-19-2018
Andrew Almeida, Vice President Date

Fall River Police Association Local 1854,
Through its Authorized Agent,

Peter Da Luz 3/20/18
Peter Da Luz, Patrolman's Union Treasurer Date

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

CJ Ponte 3/20/18
CJ Ponte, Secretary Date

Addendum
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.
2. The term of the current MOU, Section III, shall be extended until June 30, 2021.
3. Section V of the MOU shall be amended by adding the following conditions:


The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC or PEC for approval by the PEC.

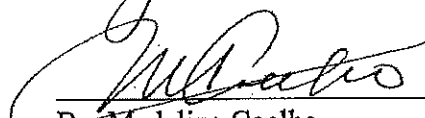
For the City


By: Jasiel F. Correia II, Mayor

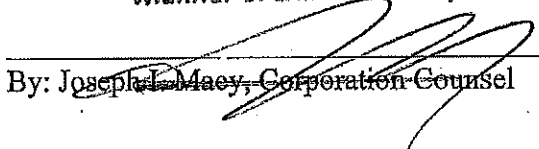
4/19/17
Date


By: Cathy Ann Viveiros, City Administrator

4.18.17
Date


By: Madeline Coelho,
Director of Administrative Services/Human Resources
Approved as to Form &
Manner of Execution Only:

4/18/17
Date


By: Joseph L. Maey, Corporation Counsel

5/4/17
Date

Public Employee Committee:


School

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,


Sandra St. Martin, President of Local 1118

4/28/17
Date

FREA - Fall River Educators Association,
Through its Authorized Agent,


Rebecca Cusick, President

April 18, 2017
Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,


George Ackley, President

4/28/2017
Date

FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Stacey Alves 5/2/17
Stacey Alves, President Date

FRCA – Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth A. Lord-Correia 4/18/17
Elizabeth Lord-Correia, President Date

City

EMS Union

Andrew Almeida 4/18/17
Andrew Almeida, Vice President Date

Fall River Police Association Local 1854,
Through its Authorized Agent,

Peter Da Luz 4/18/17
Peter Da Luz, Patrolman's Union Treasurer Date

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

James W. Cusick 4/18/17
James Cusick, Representative Date

Fall River Police Superior Officers' Association,
Through its Authorized Agent,

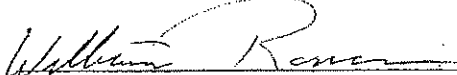
Joseph Castro 4/18/17
Joseph Castro, Vice President Date

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,


Tracy Wright, Executive Board Member

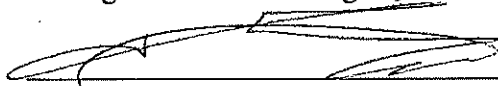
4/18/17
Date

Teamsters Local 251,
Through its Authorized Agent,


William Roncka, Union Steward

4/18/17
Date

LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,


David Lavoie, President

4/20/17
Date

Retirees

Retirees Association,
Through its Authorized Agent,


Robert Camara

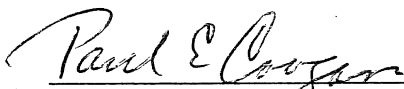
4/18/17
Date

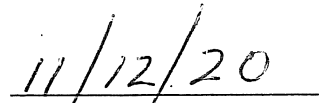
Addendum #4
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

The City of Fall River and Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum as follows.


1. The Public Employee Committee and the City met on October 29, 2020 and again on November 12, 2020 to discuss moving Post-65 Retirees to Medicare and Medex with the Humana PDP.
2. Purchasing Medicare Part A for retirees ineligible for free Medicare Part A will achieve an estimated \$992,000 in savings over a period of time.
3. The City will provide mitigation for this transition by paying the entire cost of the retirees' Medicare Part A, Part A penalties, and Part B penalties which will allow current and future non-Medicare eligible retirees to be eligible for the same senior plan and benefits available to the rest of the City's retirees.
4. The City agrees that any exigent circumstances that may arise due to this transition may require additional mitigation in the future.

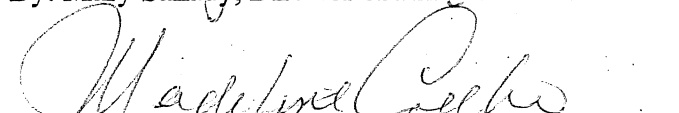
For the City



By: Paul E. Coogan, Mayor


Date

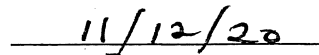

By: Mary Sahady, Director of Financial Services


Date


By: Madeline Coelho, Director of Human Resources


Date


By: Alan Rumsey, Corporation Counsel


Date

Public Employee Committee:

School

AFSCME – American Federation of State, County, and Municipal Employees, Local 1118,
Through its Authorized Agent,

Philip Charette 1-29-2021
Philip Charette, Executive Board Date

FREA - Fall River Educators Association,
Through its Authorized Agent,

Rebecca Cusick NOV 18, 2020
Rebecca Cusick, President Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,

George Ackley NOV. 20, 2020
George Ackley, President Date

FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Stacey Alves 1/21/21
Stacey Alves, President Date

FRCA – Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth Lord-Correia 11/12/20
Elizabeth Lord-Correia, President Date

City

Fall River EMS, AFSCME Local 1202,
Through its Authorized Agent,

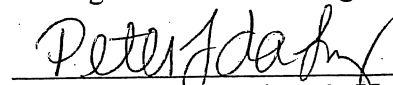


Nicholas Silva, President

11/20/20

Date

Fall River Police Association, Local 1854,
Through its Authorized Agent,

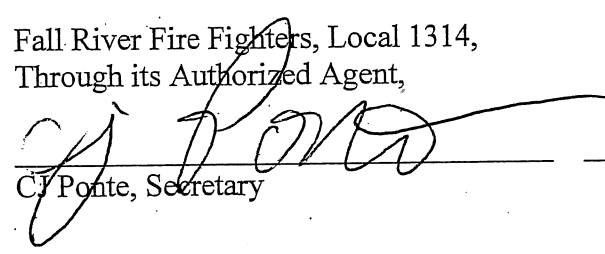


Peter Da Luz, Patrolman's Union Treasurer

11/12/20

Date

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

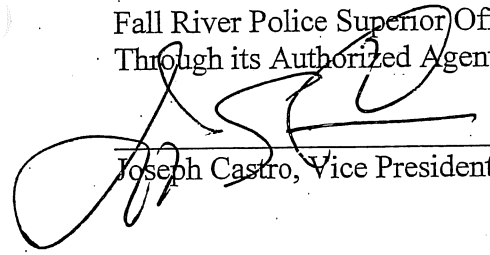


CJ Ponte, Secretary

11/20/2020

Date

Fall River Police Superior Officers' Association, Local 1844,
Through its Authorized Agent,



Joseph Castro, Vice President

11/25/21

Date

AFSCME – American Federation of State, County, and Municipal Employees, Local 3177,
Through its Authorized Agent,



Rachel Rapoza, President

11-12-20

Date

Teamsters, Local 251,
Through its Authorized Agent,



Jeffrey Manchester, Union Steward

11-12-20

Date

City (Continued)

LAW- Labor Advantage Workers, Local 124,
Through its Authorized Agent,

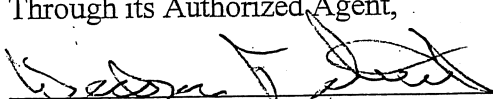


David Lavoie, President

11/12/2020

Date

Teamsters, Local 251 (Environmental Police),
Through its Authorized Agent,



Wedson Tiburtino, Union Steward

11-19-20

Date

Retirees

Retirees Association,
Through its Authorized Agent,



Robert Camara

11/12/20

Date