

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

ADMINISTRATORS ASSOCIATION

July 1, 2024 – June 30, 2027

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.	9
ARTICLE X	ADMINISTRATORS' RESPONSIBILITIES	10
ARTICLE XI	PERSONNEL FILES.	13
ARTICLE XII	DISCIPLINE.	13
ARTIVLE XIII	VACANCIES & PROMOTIONS	14
ARTICLE XIV	REDUCTION IN FORCE	16
ARTICLE XV	PROTECTION	19
ARTICLE XVI	PERSONAL INJURY BENEFITS	19
ARTICLE XVII	PARENTAL LEAVE.	20
ARTICLE XVIII	SICK LEAVE	21
ARTICLE XIX	SICK LEAVE BANK.	23
ARTICLE XX	TEMPORARY LEAVE	24
ARTICLE XXI	SABBATICAL LEAVES	26
ARTICLE XXII	WORKDAY AND WORK YEAR.	27
ARTICLE XXIII	INSURANCES AND ANNUITY PLAN	31
ARTICLE XXIV	SALARIES AND COMPENSATION.	32
ARTICLE XXV	GENERAL PROVISIONS.	41
ARTICLE XXVI	CONTRACT CONSTRUCTION	42
ARTICLE XXVII	NEGOTIATION PROCEDURE	43
ARTICLE XXVII	DURATION	44
APPENDIX A	ADMINISTRATIVE CLASSIFICATIONS	46
APPENDIX B	LONGEVITY.	48
APPENDIX C(1)	SALARY SCHEDULE July 1, 2024.	49
APPENDIX C(2)	COUNSELORS AND SCHOOL ADJ. July 1, 2024.	50
APPENDIX D(1)	SALARY SCHEDULE July 1, 2025.	51
APPENDIX D(2)	COUNSELORS AND SCHOOL ADJ. July 1, 2025.	52
APPENDIX E(1)	SALARY SCHEDULE July 1, 2026.	53
APPENDIX E(2)	COUNSELORS AND SCHOOL ADJ. July 1, 2026.	54
APPENDIX F	ADMINISTRATIVE STIPENDS.	55
APPENDIX G	HEALTH INSURANCE	57

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 Employer will sponsor one (1) graduate level course from twenty (20) to thirty (30) hours each fall semester and each spring semester, subject to funding. Such courses will be offered free to all Administrators. Up to three (3) graduate credits for each course will apply vertically and horizontally on the salary schedule. Credits earned during district sponsored in-service courses taken and attended during the work day are not eligible for the district's education reimbursement program. Course work approved and completed outside the work day are eligible under the terms of the Education Reimbursement Program.
- E.**
 - 1. Administrators shall earn up to twenty-six (26) PDP's for attending the Summer Institute Professional Development. The rate of PDP's is 6.50 per day attended.
 - 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. OUR CITY, OUR KIDS: JOINT LABOR MANAGEMENT COLLABORATIVE COMMITTEES

1. 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) Health and Safety; and 7) Social Emotional Learning.
2. Each of the seven (7) 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 FREA 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.
3. Each committee shall identify the needs of the community, Advise on policy, procedure and budget.
4. 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.
5. All committee members will earn a \$400 stipend for their participation paid for by the Committee. The Association will pay an additional \$250 stipend to one (1) FRAA co-chair for each Committee. With the exception of the Diversity and Equity Committee, there will be no more than twelve (12) members per committee.
6. Members can be replaced after missing two (2) consecutive meetings by the leadership of the body they represent.
7. Committees shall meet a minimum of five (5) times per year.
8. The Superintendent may waive five (5) meeting requirements with the recommendation of the co-chairs.
9. Each year, each committee will develop guiding documents to structure

and direct the committee's work.

10. Each JLMC will attend, and participate in at least one relevant School Committee subcommittee per year.
 11. Each committee shall annually present a formal report of the output of the committee and make recommendations to the Superintendent, the FRAA President and the FREA President and make a presentation to the School Committee. Such reports shall also be shared with bargaining committees.
 12. If consensus cannot be reached in the JLMC prior to meeting with the School Committee, then two reports may be presented to the School Committee. The report(s) may be used in contract negotiations for the successor agreement to this Contract.
- G. Due to the unique needs of Stone School and Resiliency Preparatory Academy, a joint committee in each school shall be established to establish frameworks for scheduling. The committee shall include representatives from FREA and FRAA. Any agreements made by this committee shall be ratified by the committee and members of the respective school.

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. Children of full-time administrators employed in the Fall River School System who reside outside of Fall River shall be allowed to attend the Fall River schools tuition free. Such enrollment is subject to the following:
 1. The Child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the administrator's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

2. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the administrator will be responsible for enrolling the child in his/her district of residence.
3. The administrator is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.
4. In the event that the parent/guardian ceases to be employed as a full-time administrator by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.

Determinations regarding the student's initial enrollment, whether a child requires a special education program not ordinarily delivered in the district's facilities, and the student's exclusion based upon disciplinary policies are not subject to the grievance and arbitration procedures.

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. The District will follow the special education referral process when students require a Functional Behavior Assessment (FBA). If the referral is made by a school team, the student's parent/guardian should be notified by the school team and a completed referral packet (including a description of the challenging behavior, interventions attempted, and data to reflect the outcome of interventions, and parent communication) should be given to the special education Team Chair who will notify the Special Education Supervisor. The district Special Education Department will follow DESE regulations to obtain consent to complete an FBA from the student's parent or guardian.

Once the district receives a signed consent to evaluate from the parent or guardian, the district special education department will assign FBA's to staff following the guidance below:

1. A BCBA who supports the school the student attends will be considered first.
2. If the BCBA who supports the school has more than 5 evaluations in process in any given month, another staff member may be assigned to complete the most recent FBA request.

3. After the BCBA, the next staff member to be assigned the FBA will be a School Psychologist. The district special education department in consultation with the lead school psychologist, will consider the evaluations currently in process by the school psychologists to determine which school psychologist will complete the FBA. School psychologists can complete up to 2 FBAs per month if needed.
4. If the district special education office determines that both BCBA's and School Psychologists have a significant amount of evaluations currently in progress and will not be able to meet the mandated timelines, a School Adjustment Counselor (SAC) from the school the student attends may be asked to complete an FBA. A SAC, trained in conducting FBAs, may complete up to 2 FBAs per month if needed. SAC's will be assigned in rotation to try to be as equitable as possible.

It is important to understand that this outline is a guide to ensure evaluations are completed by qualified staff and in accordance with special education. There may be special circumstances that require the district special education department to deviate from this guidance and they should have the ability to do so, to best serve the needs of the student and school. In the case of individual, unique circumstances the district special education administrator or their designee will inform the evaluator asked to do the FBA about the circumstances privately.

The district special education department will continue to track the number of FBA's completed each school year and shall revisit this procedure in the late Spring.

- G. The District will strive to maintain an evaluation caseload for each School Psychologist under 150 for the year. In the event of staffing shortages or other factors resulting in an unexpected increase to a School Psychologist's caseload, the School Psychologist will receive compensation as follows:

- | | | |
|----|-----------------------|----------|
| 1. | Initial evaluation | \$400.00 |
| 2. | Re-evaluation | \$300.00 |
| 3. | Manifestation meeting | \$100.00 |
| 4. | Bilingual evaluation | \$400.00 |

School Psychologists will have the opportunity to voluntarily cover cases for the vacant position for compensation. The District shall use their best judgment in regards to how many cases should be assigned to each Psychologist volunteering to cover vacancies. If more Psychologists offer to cover the vacancy than there are cases to assign reasonably, the District shall reassign cases to another Psychologist by considering multiple factors including but not limited to current caseloads and previous experience with school teams.

If there are not enough volunteers to cover a vacancy, cases shall be distributed considering multiple factors including but not limited to current caseloads and previous experience with school teams.

- H. Building Administration will be responsible for providing an appropriate private space for special education evaluations. The provided space will have age appropriate furnishings and file cabinets will be available for storing confidential documents in a centralized area.

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, color, sex, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status or active military status, mental illness, political affiliation, genetic information or disability.
- 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. Any FRAA member who leaves a position in the employ of the School Committee for the purpose of giving birth to a child or of adopting a child, and who shall give reasonable notice to the School Committee of 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 their previous position or a similar position within eighteen months of their departure date, or in the event of a miscarriage within six months of her departure date, with the same status, pay and seniority as if they had not been absent.
- B. FRAA members shall be entitled to 12-weeks parental leave, 14-weeks Caesarian section leave following the birth or adoption of a child with pay if the teacher has enough sick leave on the books. During such leave, members shall be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA:
 - 1. Up to 4 work weeks of paid Parental Leave, on consecutive work days, not from Sick Leave.
 - 2. Members may use accumulated leave and Parental Leave Bank days for the remainder of their Parental Leave.
 - 3. The Leave must begin within 4 months of the date of birth or adoption of their child.
 - 4. If both parents are employees of the Fall River Public Schools, each parent will be entitled to the full leave.
 - 5. The salary is prorated for less than full-time employees.
 - 6. The employee must be employed for a minimum of three (3) months to be eligible for this benefit.
- C. 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 them the job they previously held or one substantially similar to it. For the purposes of this Section, the term "substantially similar" means a position which is within the same administrative classification.
- D. The employer may require that the employee produce medical certification that she is physically able to resume her work before returning to the job.

- E. Any system of accruing seniority or accruing benefits, which seniority of benefits accrue while an employee is on leave for sickness, disability or any other leaves, shall accrue to the employee who takes a parental leave. In all such cases when such employee returns, their seniority date will remain the same as it was prior to their 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.

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.
3. All employees will maintain their use of accrued time and attendance records using the district's automated system (Frontline). Employees will be trained and will implement the software to notify of absences, and use for overtime records.
4. Sick Leave Days may be utilized in half day increments (four (4) hours). Sick Leave Days may be utilized in quarter day increments (two (2) hours).

- 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, or whose attendance has a pattern of absences that raises the suspicion of potential misuse, 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, in accordance with the current guidance from the CDC, Massachusetts Department of Public Health (MA DPH) or the local Board of Health Authority. At the end of the quarantine period he/she is given a certificate by the appropriate controlling authorities permitting them 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

Administrators with perfect sick leave attendance for the first 45 days of the school year will be paid at one hundred dollars (\$100.00) at the end of Term 1, perfect sick leave attendance for the next 45 days will be paid at one hundred dollars (\$100.00) after term 2, perfect sick leave attendance for the next 45 days third term of the school year will be paid one hundred dollars (\$100.00) after term 3, perfect attendance for the last 45 days will be paid one hundred dollars (\$100) after conclusion of work year. The above 45 day increments are for the school year only.

ARTICLE XIX

SICK LEAVE BANK

- A.** Upon the effective date of this Agreement or upon his/her initial employment within the Administrative unit, whichever is earlier, each Administrator shall deposit two days from his/her sick leave account into the Administrators' Sick Leave Bank. Thereafter, whenever the total number of days in the Administrators' Sick Leave Bank drops below fifty (50) days, each member of the administrative bargaining unit shall deposit one (1) day from his/her sick leave account into the Bank.
- B.** An Administrator should be eligible to draw from the Administrators' Sick Leave Bank only after having exhausted all of his/her own accumulated sick leave days and personal days. In addition, in order to access the Sick Leave Bank, an Administrator must have at least thirty (30) days of accumulated Sick Leave as of July 1 of the contract year in which the Sick Leave Bank access has been requested. In the event that an Administrator is granted access to the Bank in one school year and his/her condition carries over to the following school year requiring additional access to the Bank, the aforesaid thirty (30) day accumulation threshold shall not be applicable. In such a case, the Administrator would still be required to exhaust his/her sick leave and personal leave days before access to the Sick Leave Bank is reinstituted.
- C.** The Administrators' Sick Leave Bank shall be administered by a committee, composed of three members appointed by the president of the Association and two members appointed by the School Committee, which shall develop its own rules and procedures subject to the terms of this Agreement. All decisions of the Administrators' Sick Leave Committee shall be made by a majority vote of the members present.
- D.** All requests by Administrators seeking an award of sick leave days from the Administrators' Sick Leave Bank must be in writing and accompanied by a detailed statement from the attending physician of the nature of the illness and probable return date. The Administrators' Sick Leave Bank Committee will then review the

request and either approve it or deny it based upon its merits. The decision of the Sick Leave Bank Committee will be final and binding and will not be subject to any further appeal by the applicant.

- E.** The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Bank Leave Committee upon demonstration of need by the applicant.
- F.** Any Administrator who has drawn one hundred (100) days from the Administrators' Sick Leave Bank in any school year will be eligible to draw up to twenty-five (25) additional days from the Administrators' Sick Leave Bank during that school year.
- G.** Any Administrator who draws from the Administrators' Sick Leave Bank shall be required to reimburse the Bank on the basis of one (1) day for every four (4) days' use. Arrangements for such reimbursement shall be made between the Administrator and the Administrators' Sick Leave Bank Committee subject to the proviso that in no event will the reimbursement period exceed two school years.
- H.** Any Administrator who draws days from the Administrators' Sick Leave Bank shall be entitled to all other benefits for which he/she would be eligible if he/she were on regular sick leave.

ARTICLE XX

TEMPORARY LEAVE

- A.** Administrators shall be entitled to a leave of absence for five (5) consecutive-work days due to the death of an immediate family member. Members will have the ability to defer up to two (2) days for delayed services. These days will be without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include legal spouse, parent, grandparent, grandchild, child, sibling, or such in-laws and such step-family members, and a live-in companion. This language also applies to the loss of a child in the case of a miscarriage by the employee or their partner.

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 leave may be utilized in quarter day increments (two (2) 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 grant up to two (2) holy days that require the member not to work without loss of pay to individuals of faith who request to observe said holy days. Requests must be made thirty days before the holiday or in the first week of school if the holiday falls within thirty days of the opening of school.
- 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.
 4. When students are dismissed early due to factors unrelated to safe travel (loss of power, heat/cooling issues, etc.), the Superintendent may have staff and students assigned to alternate locations to complete the work 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. Two (2) Partial Release Days where students are dismissed early and staff remain school based professional development. Each day will include a 30-minute lunch embedded within the school day for students 3 hours of PD, to end no later than 3:45P.M. Professional development shall end no later than the regular school day.
 3. During the Professional Development Days (Administrators Institute) 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.
- 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-three (193) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, two (2) days at the Administrative Institute, the three (3) days that immediately follow the end of the school year and the five (5) days that precede the start of the school year. The five (5) days that precede the school year and the three (3) days that immediately follow the school year for the School Psychologists shall be scheduled in collaboration with the Assistant Superintendent or designee for the purpose of testing, meetings, and/or other contracted duties in accordance with Section J to the extent possible.
1. School Psychologists whose time is needed in the summer months shall be offered work on a rotating and equitable basis, including interested staff

members established annually with the Director of Special Education Services. This in no way commits the School Psychologist to a case; however, the option remains with the School Psychologist. Payment for such services shall be five hundred fifty dollars (\$550.00) per case or equitable flex-time to be mutually agreed upon by administration and employee. Psychologists will confirm and document appointments at least 24 hours in advance. Psychologists shall also receive up to two (2) hours of travel time at the hourly rate for each case.

- E.** The work year for all Administrators on Level IIA and B of the salary schedule shall be one hundred ninety eight (198) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, three (3) days at the Administrative Institute, 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 four (4) additional days that shall be scheduled in accordance with Section I.
- F.** The work year for all Administrators on Level IIC and D of the salary schedule shall be two hundred and three (203) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, three (3) days at the Administrative Institute, 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 nine (9) additional days that shall be scheduled in accordance with Section I.
- G.** The work year for all Administrators on Level IIIA of the salary schedule shall be two hundred and thirteen (213) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, four (4) days at the Administrative Institute, 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 eighteen (18) additional days that shall be scheduled in accordance with Section I.
- H.** The work year for all Administrators on Level IIIB of the salary schedule shall be two hundred and twenty-one (221) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, four (4) days at the Administrative Institute, 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-six (26) additional days that shall be scheduled in accordance with Section I.
- I.** The scheduling of the above-referenced additional days for Level II and Level III 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 Administrative Institute shall be scheduled during the second full week of August 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. If approval is granted, such approvals will result in a prorated adjustment in the annual salary for that year. Administrators must document all additional required days. Required days must be approved and verified by their direct supervisor or Superintendent's designee. Days for the following school year may be scheduled with the supervisor's approval, following the three days after student dismissal and the completion of obligated days from the previous school year.

- J.** 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, G and H of this Article. In that event, any such day or days will be deducted from the work times specified in Sections D, E, F, G and H.
- K.** 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.
- L.** 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.
- M.** 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.
- N.** 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. Director of Multilingual Learners Services

3. Director of Technology Integration and Management
4. Director of Health, Physical Education and Athletic Director
5. Director of Fine and Performing Arts
6. Coordinator of Data, Assessment and Accountability
7. Director of Nursing
8. Director of Guidance
9. Director of Parent and Community Engagement
10. Coordinator of Social and Emotional Learning Services
11. Director of Core Curriculum Area-English (K-12)
12. Student Information Management Systems Coordinator

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.
- O.** 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.
- P.** 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 2024-2025, 2025-2026 and 2026-2027 are attached hereto and made a part hereof.
- 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, 2024	Steps 4 and 12	8.00%
		Steps 1 – 3 and 1- 11	7.00%
2.	July 1, 2025	All Steps	5.00%
3.	July 1, 2026	Steps 4 and 12	2.00%
		Steps 1 – 3 and 1 – 11	3.00%
	Total	All Steps	15.00%

- 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, 2024. 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. The hourly rate for extra hours for Administrators shall be increased to the following amounts as of the following dates:

Retroactive to July 1, 2024	\$41.00
July 1, 2025	\$42.00
July 1, 2026	\$43.00

- 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 Viverios, Administrators at those schools shall receive a Stipend of \$4,000.00. This Stipend shall be part of each FRAA Member's Base Salary and a Level 4 and ELT School Salary Schedule shall be incorporated into the Contract as Appendix 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 applicable administrative hourly rate that is set forth in Section L of this Article 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. 193, 198, 203, 213 or 221 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 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. **Mentoring Program.**

1. The FRAA's Mentoring Program shall be made available to all first year Administrators in the Fall River Public Schools. Administrators with no prior administrative experience shall enter Tier 1 of the Mentoring Program (individual and group mentoring) while Administrators who are either in their second year as an Administrator or new to Fall River but who also have prior Administrative experience shall enter Tier 2 of the Mentoring Program (group mentoring).
2. The existing Mentoring Committee shall convene as necessary in order to review the Mentoring Program and to make recommendations to the FRAA and the School Committee regarding any changes. Any changes to this Agreement shall be subject to negotiation between the FRAA and the School Committee.
3. The Superintendent shall appoint an FRAA Member to serve as the FRAA Mentor Coordinator who shall supervise and administer the FRAA's Mentoring Program. The Mentor Coordinator shall be compensated with a stipend in the amount of four thousand five hundred dollars (\$4,500.00) which shall be added to Appendix F of the Contract. The Mentor Coordinator position shall be posted in accordance with Article XIII of the Contract. The stipend for the Mentor Coordinator position shall be evaluated by the FRAA and the School Committee for possible increase as of July 1, 2024.
4. Mentoring positions shall also be posted in accordance with Article XIII of the Contract. Appointment to a Mentor position shall be voluntary, but not automatic. The Human Resources Department, after consultation with the Mentor Coordinator and any applicable Department Head or Supervisor, will determine if a candidate is eligible for a Mentor position considering the following criteria:
 - Previous administrative experience.
 - Previous experience in the Fall River Public Schools.

- Professional Status in the Fall River Public Schools.
- Recommendations.

Once the eligibility determination has been made, the FRAA Mentor Coordinator ~~and~~ in collaboration with the Superintendent's designee shall appoint Mentors to partnerships attempting to match with grade level and content area to the greatest extent possible. To the extent possible, partnerships will be assigned within two (2) weeks of the hire date of the new Administrator. Mentors shall be trained or enrolled in a mentoring course before being appointed. Ideally, Mentors will serve in no more than one (1) partnership at a time; however, in no case shall a Mentor serve in more than two (2) first year mentoring partnerships at any one time. If service as a Mentor ends during a school year, the compensation will be prorated based on the number of hours serving as a Mentor in that partnership. Mentors shall be matched as closely as possible with their protégés according to proximity, grade level, discipline and other relational factors.

In the interest of recruiting and retaining high quality Mentors, new Mentors are required to attend training prior to the assignment of a protégé. Training will be conducted by the FRAA Mentor Coordinator and shall consist of an orientation prior to the school year and three (3) full team check-ins throughout the school year as determined by the Mentor Coordinator. Such new Mentors will be compensated at the hourly negotiated rate if such training is held after the regular school day. Trainers shall be compensated five (5) additional hours to prepare and organize.

5. A Mentor is an experienced, caring person whose knowledge and skills with people and the job assignment are made available to a less experienced person so that such person can more readily learn and succeed in his/her new responsibility. The Mentor is respected in the school community. The Mentor cannot serve while on an improvement plan. The Mentor will assist the protégé in learning about the work setting, the key people and places, the traditions and the organizational culture, the district's expectations of its professional staff, the curriculum and other programs of the district, developing professional relationships, and instilling confidence by enhancing personal and professional development.
6. Appointed Mentors shall be compensated with an annual stipend of one thousand five hundred dollars (\$1,500.00) per Protégé (in Tier 1 of the Mentoring Program) and one thousand dollars (\$1,000.00) per group (in Tier 2 of the Mentoring Program) which shall be added to Appendix F of the Contract. The annual stipends shall be effective July 1, 2022 and shall increase each year at the same percentage rate as that applied to the

Administrators Salary Schedule. Appointed Mentors shall earn the maximum number of PDPs allowed by DESE for their service.

7. Because there are a number of distinct administrative classifications within the FRAA's Bargaining Unit, the Mentoring Program for each classification shall be unique to each classification and consistent with the Programs that are attached to the Contract as Appendix H and are as follows:
 - School Psychologists
 - School Adjustment Counselors/Student Support Coordinator
 - Vice Principal
 - Guidance Counselor
 - Department Head/Director/SPED Supervisor
 - BCBA / Cluster Coordinator
8. During Tier 1 of the Mentoring Program, Mentors shall be required to mentor their protégés for a total of twenty-eight (28) hours per school year on a schedule that shall be determined by mutual agreement between the Mentor and the Protégé consistent with the following parameters:
 - A. There shall be a Mentoring Induction program consisting of eight (8) hours before the start of the normal work year and during non-contractual hours. The eight (8) hours shall be flexible as to whether they take place over (1) full day or over two (2) half days of four (4) hours each.
 - B. The topics to be discussed and structure of the Mentoring Induction shall be decided annually by the Mentoring Sub-Committee.
 - C. Half of the time shall be spent in a group mentoring setting to ensure consistency and the other half shall be spent in an individual setting with the Mentor and the Protégé.
 - D. In the event that an FRAA Member is hired or appointed to his/her position after the start of the normal work year, the Protégé and the Mentor shall engage in a modified Induction Program consisting of four (4) hours of individual time which shall occur during non-contractual hours.
 - E. During the school year, the Mentoring Program shall consist of one (1) hour per month prescriptive with individuals and one (1) hour per month in a group setting with additional time as necessary and determined by agreement of the Mentor and Protégé.
 - F. The group setting referenced in Paragraph E shall include two (2) large group meetings, one (1) at the mid-point of the year and one

(1) at the end of the year with all Mentors and Protégés regardless of classification.

9. During Tier 2 of the Mentoring Program, Mentors shall mentor their Proteges in a group mentoring model utilizing the schedule that is outlined in Paragraph 7, exclusive of the individual components for a total of eighteen (18) hours – the eight (8) hour Mentoring Induction and one (1) hour per month of group mentoring. A Tier 2 Mentoring Group shall consist of no more than four (4) Proteges.
 10. Administrators new to the district, but who have administrative experience in a comparable position in another District, shall also engage in the Group Mentoring Program that is described in Paragraphs 7 and 8, provided however that the new but experienced Administrator Groups shall be separate from the second year Administrator Groups.
 11. The mentor shall not formally evaluate the protégé. The mentoring partnership shall not be part of any performance evaluation process. The professional conversations, observations, notes, journals or logs between the mentor and the protégé relating to the partnership shall be confidential to the mentor and the protégé. Any such written material shall become the exclusive property of the protégé at the end of the school year or the end of the partnership whichever is earlier and shall be placed in the protégé's personnel file as proof of mentoring.
 12. Mentoring shall start within two (2) weeks of the start of the protégé's work year. In the event that the protégé is hired after the start of the work year for the position, mentoring shall start as soon as possible after the protégé's hire date. Mentors shall be paid the full amount listed in Appendix F regardless of when the partnership started as long as all the mentoring work has otherwise been completed.
- 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 credits or stipends at the option of the School Committee. If 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 stipend or the 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. Supervision of an internship/practicum of six hundred (600) hours or more would receive six hundred dollars (\$600.00) or six (6) in-service credits for the salary scale. Supervision for less than six hundred (600) hours would receive

four hundred dollars (\$400.00) or three (3) in-service credits on the salary scale. The number of hours as documented by the DESE license requirements or the student's program.

- 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 DURATION

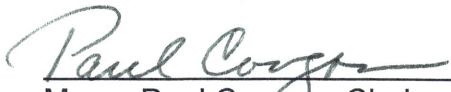
- A.** The provisions of this Agreement will be effective as of July 1, 2024 and will continue and remain in full force and effect through June 30, 2027.

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, 2026. In the event that the negotiations for a successor agreement are not concluded by June 30, 2027 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 15th day of December 2025.

FALL RIVER SCHOOL COMMITTEE

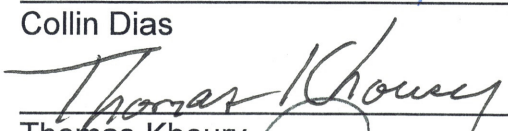

Mayor Paul Coogan, Chairperson

Mimi Larivee, Vice Chairperson

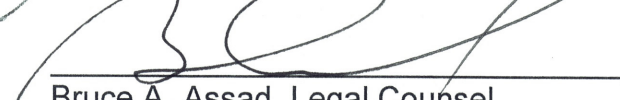

Kevin Aguiar


Bobby Bailey

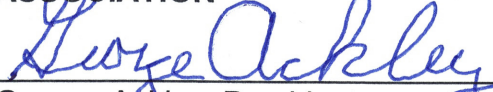

Collin Dias

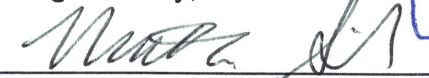

Thomas Khoury

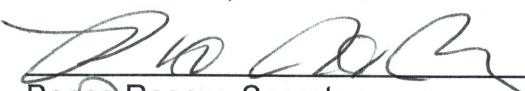

Shelli Pereira

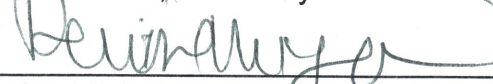

Bruce A. Assad, Legal Counsel

FALL RIVER ADMINISTRATORS ASSOCIATION


George Ackley, President


Matthew Silva, Vice President

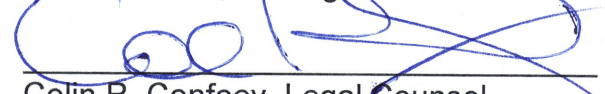

Becca Rosow, Secretary


Denise Miga, Treasurer


Gretchen Creesy, At Large Member


Tierney Gifford, At Large Member


Victor Pereira, At Large Member


Colin R. Confoey, Legal Counsel

APPENDIX A

ADMINISTRATIVE CLASSIFICATIONS

LEVEL IA

- School Counselor (Guidance)*
- School Adjustment Counselor*
- Social Workers
- Student Support Coordinator
- Assistant Athletic Director*

LEVEL IB

- School Psychologist

LEVEL IIA

- High School Department Head
- Middle School Department Head
- Elementary School Department Head
- Board Certified Behavior Analyst - Department Head
- Cluster Coordinator – Department Head
- SEL Integration Specialist

LEVEL IIB

LEVEL IIC

- MLL Program Coordinators

LEVEL IID

- Director of Cafeterias
- High School Vice Principal
- Middle School Vice Principal
- Elementary School Vice Principal
- Director of Fine Arts
- Director of Health and Physical Education
- Athletic Director
- Dean of Teaching and Learning
- Supervisor of Special Education
- Director of Nursing
- Director of Guidance
- Coordinator of Social and Emotional Learning Services
- Coordinator of Research, Data, Assessment and Accountability
- Out of District Coordinator for Special Education

LEVEL IIIA

- Director of Multilingual Learner Services
- Director of Early Childhood

- Director of Technology Integration and Management
- Out of District Supervisor
- 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 Curriculum-Social Studies (K-12)
- Director of Grant Programs
- Director of Career and Technical Education Programs
- Director of Social Emotional Learning and Support Services
- Coordinator of Student Information Management Systems

LEVEL IIIB

High School Associate Principal – Academic

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, 2024
7.00% Steps 1-3, 8.00% Step 4

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	88,410	89,443	91,114	93,595	94,914	96,236	97,556	98,881	101,009	103,138
	2	91,014	92,051	93,722	96,241	97,563	98,883	100,207	101,527	103,656	105,787
	3	93,598	94,665	96,335	98,895	100,212	101,533	102,855	104,174	106,306	108,436
	4	97,142	98,191	99,879	102,503	103,837	105,169	106,503	107,837	109,983	112,132
1B	1	87,021	88,026	89,645	92,129	93,409	94,694	95,974	97,258	99,322	101,387
	2	90,133	91,136	92,760	95,242	96,525	97,807	99,086	100,369	102,435	104,504
	3	93,515	94,523	96,140	98,667	99,950	101,233	102,511	103,793	105,863	107,928
	4	97,789	98,816	100,443	103,057	104,352	105,641	106,936	108,231	110,318	112,403
2A	1	90,419	91,461	93,135	95,571	96,893	98,209	99,528	100,851	102,982	105,110
	2	94,704	95,743	97,416	99,922	101,246	102,564	103,885	105,208	107,338	109,465
	3	99,065	100,102	101,770	104,334	105,656	106,979	108,297	109,619	111,749	113,880
	4	104,383	105,432	107,117	109,772	111,104	112,441	113,775	115,107	117,257	119,405
2B	1	88,704	89,710	91,329	93,714	94,998	96,276	97,559	98,839	100,907	102,974
	2	93,765	94,773	96,389	98,853	100,135	101,423	102,703	103,986	106,050	108,115
	3	98,792	99,803	101,429	103,955	105,237	106,516	107,800	109,081	111,147	113,216
	4	104,831	105,853	107,484	110,122	111,416	112,710	114,008	115,295	117,382	119,470
2C	1	91,237	92,244	93,867	96,291	97,570	98,851	100,134	101,422	103,486	105,552
	2	97,949	98,956	100,578	103,099	104,383	105,661	106,947	108,227	110,296	112,362
	3	104,702	105,712	107,336	109,951	111,234	112,515	113,797	115,079	117,147	119,213
	4	112,508	113,525	115,159	117,905	119,199	120,495	121,791	123,083	125,169	127,253
2D	1	93,145	94,153	95,769	98,220	99,499	100,781	102,062	103,347	105,411	107,475
	2	101,588	102,597	104,219	106,793	108,080	109,361	110,642	111,923	113,988	116,053
	3	109,990	110,994	112,613	115,312	116,595	117,879	119,161	120,440	122,509	124,575
	4	119,546	120,559	122,188	125,049	126,342	127,635	128,926	130,224	132,309	134,395
3A	1	97,349	98,403	100,093	102,650	103,932	105,215	106,493	107,780	109,844	111,907
	2	108,727	109,905	111,793	114,649	115,927	117,213	118,495	119,776	121,842	123,908
	3	120,057	121,356	123,442	126,595	127,874	129,155	130,438	131,721	133,789	135,856
	4	132,654	134,092	136,394	139,878	141,173	142,469	143,763	145,061	147,142	149,230
3B	1	101,057	102,152	103,906	106,560	107,842	109,125	110,403	111,687	113,753	115,820
	2	115,681	116,932	118,943	121,981	123,265	124,547	125,829	127,110	129,177	131,241
	3	130,254	131,665	133,928	137,348	138,630	139,913	141,196	142,477	144,544	146,612
	4	146,187	147,767	150,308	154,144	155,441	156,734	158,029	159,325	161,408	163,489

APPENDIX C(2) – JULY 1, 2024
SCHOOL COUNSELORS AND SCHOOL ADJUSTMENT COUNSELORS
7.00% Steps 1-11, 8.00% Step 12

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	72,193	73,224	74,273	75,334	76,396	77,459	78,526	79,589	81,589	83,591
	2	74,181	75,238	76,315	77,408	78,497	79,592	80,685	81,776	83,793	85,810
	3	76,220	77,310	78,416	79,536	80,656	81,778	82,903	84,026	86,058	88,088
	4	78,313	79,434	80,570	81,723	82,874	84,029	85,185	86,336	88,383	90,428
	5	80,468	81,622	82,789	83,973	85,155	86,339	87,528	88,712	90,777	92,836
	6	82,682	83,866	85,064	86,281	87,493	88,715	89,934	91,150	93,229	95,308
	7	84,955	86,170	87,402	88,653	89,901	91,153	92,407	93,657	95,752	97,848
	8	87,292	88,540	89,806	91,090	92,373	93,660	94,948	96,234	98,347	100,459
	9	88,410	89,443	91,114	93,595	94,914	96,236	97,556	98,881	101,009	103,138
	10	91,014	92,051	93,722	96,241	97,563	98,883	100,207	101,527	103,656	105,787
	11	93,598	94,665	96,335	98,895	100,212	101,533	102,855	104,174	106,306	108,436
	12	97,142	98,191	99,879	102,503	103,837	105,169	106,503	107,837	109,983	112,132

APPENDIX D(1) – JULY 1, 2025
5.00% All Steps

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	92,831	93,915	95,670	98,275	99,660	101,048	102,434	103,825	106,059	108,295
	2	95,565	96,654	98,408	101,053	102,441	103,827	105,217	106,603	108,839	111,076
	3	98,278	99,398	101,152	103,840	105,223	106,610	107,998	109,383	111,621	113,858
	4	101,999	103,101	104,873	107,628	109,029	110,427	111,828	113,229	115,482	117,739
1B	1	91,372	92,427	94,127	96,735	98,079	99,429	100,773	102,121	104,288	106,456
	2	94,640	95,693	97,398	100,004	101,351	102,697	104,040	105,387	107,557	109,729
	3	98,191	99,249	100,947	103,600	104,948	106,295	107,637	108,983	111,156	113,324
	4	102,678	103,757	105,465	108,210	109,570	110,923	112,283	113,643	115,834	118,023
2A	1	94,940	96,034	97,792	100,350	101,738	103,119	104,504	105,894	108,131	110,366
	2	99,439	100,530	102,287	104,918	106,308	107,692	109,079	110,468	112,705	114,938
	3	104,018	105,107	106,859	109,551	110,939	112,328	113,712	115,100	117,336	119,574
	4	109,602	110,704	112,473	115,261	116,659	118,063	119,464	120,862	123,120	125,375
2B	1	93,139	94,196	95,895	98,400	99,748	101,090	102,437	103,781	105,952	108,123
	2	98,453	99,512	101,208	103,796	105,142	106,494	107,838	109,185	111,353	113,521
	3	103,732	104,793	106,500	109,153	110,499	111,842	113,190	114,535	116,704	118,877
	4	110,073	111,146	112,858	115,628	116,987	118,346	119,708	121,060	123,251	125,444
2C	1	95,799	96,856	98,560	101,106	102,449	103,794	105,141	106,493	108,660	110,830
	2	102,846	103,904	105,607	108,254	109,602	110,944	112,294	113,638	115,811	117,980
	3	109,937	110,998	112,703	115,449	116,796	118,141	119,487	120,833	123,004	125,174
	4	118,133	119,201	120,917	123,800	125,159	126,520	127,881	129,237	131,427	133,616
2D	1	97,802	98,861	100,557	103,131	104,474	105,820	107,165	108,514	110,682	112,849
	2	106,667	107,727	109,430	112,133	113,484	114,829	116,174	117,519	119,687	121,856
	3	115,490	116,544	118,244	121,078	122,425	123,773	125,119	126,462	128,634	130,804
	4	125,523	126,587	128,297	131,301	132,659	134,017	135,372	136,735	138,924	141,115
3A	1	102,216	103,323	105,098	107,783	109,129	110,476	111,818	113,169	115,336	117,502
	2	114,163	115,400	117,383	120,381	121,723	123,074	124,420	125,765	127,934	130,103
	3	126,060	127,424	129,614	132,925	134,268	135,613	136,960	138,307	140,478	142,649
	4	139,287	140,797	143,214	146,872	148,232	149,592	150,951	152,314	154,499	156,692
3B	1	106,110	107,260	109,101	111,888	113,234	114,581	115,923	117,271	119,441	121,611
	2	121,465	122,779	124,890	128,080	129,428	130,774	132,120	133,466	135,636	137,803
	3	136,767	138,248	140,624	144,215	145,562	146,909	148,256	149,601	151,771	153,943
	4	153,496	155,155	157,823	161,851	163,213	164,571	165,930	167,291	169,478	171,663

APPENDIX D(2) – JULY 1, 2025
SCHOOL COUNSELORS AND SCHOOL ADJUSTMENT COUNSELORS
5.00% All Steps

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	75,803	76,885	77,987	79,101	80,216	81,332	82,452	83,568	85,668	87,771
	2	77,890	79,000	80,131	81,278	82,422	83,572	84,719	85,865	87,983	90,101
	3	80,031	81,176	82,337	83,513	84,689	85,867	87,048	88,227	90,361	92,492
	4	82,229	83,406	84,599	85,809	87,018	88,230	89,444	90,653	92,802	94,949
	5	84,491	85,703	86,928	88,172	89,413	90,656	91,904	93,148	95,316	97,478
	6	86,816	88,059	89,317	90,595	91,868	93,151	94,431	95,708	97,890	100,073
	7	89,203	90,479	91,772	93,086	94,396	95,711	97,027	98,340	100,540	102,740
	8	91,657	92,967	94,296	95,645	96,992	98,343	99,695	101,046	103,264	105,482
	9	92,831	93,915	95,670	98,275	99,660	101,048	102,434	103,825	106,059	108,295
	10	95,565	96,654	98,408	101,053	102,441	103,827	105,217	106,603	108,839	111,076
	11	98,278	99,398	101,152	103,840	105,223	106,610	107,998	109,383	111,621	113,858
	12	101,999	103,101	104,873	107,628	109,029	110,427	111,828	113,229	115,482	117,739

APPENDIX E(1) – JULY 1, 2026
3.00% Steps 1-3, 2.00% Step 4

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	95,616	96,732	98,540	101,223	102,650	104,079	105,507	106,940	109,241	111,544
	2	98,432	99,554	101,360	104,085	105,514	106,942	108,374	109,801	112,104	114,408
	3	101,226	102,380	104,187	106,955	108,380	109,808	111,238	112,664	114,970	117,274
	4	104,039	105,163	106,970	109,781	111,210	112,636	114,065	115,494	117,792	120,094
1B	1	94,113	95,200	96,951	99,637	101,021	102,412	103,796	105,185	107,417	109,650
	2	97,479	98,564	100,320	103,004	104,392	105,778	107,161	108,549	110,784	113,021
	3	101,137	102,226	103,975	106,708	108,096	109,484	110,866	112,252	114,491	116,724
	4	104,732	105,832	107,574	110,374	111,761	113,141	114,529	115,916	118,151	120,383
2A	1	97,788	98,915	100,726	103,361	104,790	106,213	107,639	109,071	111,375	113,677
	2	102,422	103,546	105,356	108,066	109,497	110,923	112,351	113,782	116,086	118,386
	3	107,139	108,260	110,065	112,838	114,267	115,698	117,123	118,553	120,856	123,161
	4	111,794	112,918	114,722	117,566	118,992	120,424	121,853	123,279	125,582	127,883
2B	1	95,933	97,022	98,772	101,352	102,740	104,123	105,510	106,894	109,131	111,367
	2	101,407	102,497	104,244	106,910	108,296	109,689	111,073	112,461	114,694	116,927
	3	106,844	107,937	109,695	112,428	113,814	115,197	116,586	117,971	120,205	122,443
	4	112,274	113,369	115,115	117,941	119,327	120,713	122,102	123,481	125,716	127,953
2C	1	98,673	99,762	101,517	104,139	105,522	106,908	108,295	109,688	111,920	114,155
	2	105,931	107,021	108,775	111,502	112,890	114,272	115,663	117,047	119,285	121,519
	3	113,235	114,328	116,084	118,912	120,300	121,685	123,072	124,458	126,694	128,929
	4	120,496	121,585	123,335	126,276	127,662	129,050	130,439	131,822	134,056	136,288
2D	1	100,736	101,827	103,574	106,225	107,608	108,995	110,380	111,769	114,002	116,234
	2	109,867	110,959	112,713	115,497	116,889	118,274	119,659	121,045	123,278	125,512
	3	118,955	120,040	121,791	124,710	126,098	127,486	128,873	130,256	132,493	134,728
	4	128,033	129,119	130,863	133,927	135,312	136,697	138,079	139,470	141,702	143,937
3A	1	105,282	106,423	108,251	111,016	112,403	113,790	115,173	116,564	118,796	121,027
	2	117,588	118,862	120,904	123,992	125,375	126,766	128,153	129,538	131,772	134,006
	3	129,842	131,247	133,502	136,913	138,296	139,681	141,069	142,456	144,692	146,928
	4	142,073	143,613	146,078	149,809	151,197	152,584	153,970	155,360	157,589	159,826
3B	1	109,293	110,478	112,374	115,245	116,631	118,018	119,401	120,789	123,024	125,259
	2	125,109	126,462	128,637	131,922	133,311	134,697	136,084	137,470	139,705	141,937
	3	140,870	142,395	144,843	148,541	149,929	151,316	152,704	154,089	156,324	158,561
	4	156,566	158,258	160,979	165,088	166,477	167,862	169,249	170,637	172,868	175,096

APPENDIX E(2) – JULY 1, 2026
SCHOOL COUNSELORS AND SCHOOL ADJUSTMENT COUNSELORS
3.00% Steps 1-11, 2.00% Step 12

Level	Step	B	B+15	B+30	M/B+45	M+15	M+30	M+45	M+60	CAGS	DOC
1A	1	78,077	79,192	80,327	81,474	82,622	83,772	84,926	86,075	88,238	90,404
	2	80,227	81,370	82,535	83,716	84,895	86,079	87,261	88,441	90,622	92,804
	3	82,432	83,611	84,807	86,018	87,230	88,443	89,659	90,874	93,072	95,267
	4	84,696	85,908	87,137	88,383	89,629	90,877	92,127	93,373	95,586	97,797
	5	87,026	88,274	89,536	90,817	92,095	93,376	94,661	95,942	98,175	100,402
	6	89,420	90,701	91,997	93,313	94,624	95,946	97,264	98,579	100,827	103,075
	7	91,879	93,193	94,525	95,879	97,228	98,582	99,938	101,290	103,556	105,822
	8	94,407	95,756	97,125	98,514	99,902	101,293	102,686	104,077	106,362	108,646
	9	95,616	96,732	98,540	101,223	102,650	104,079	105,507	106,940	109,241	111,544
	10	98,432	99,554	101,360	104,085	105,514	106,942	108,374	109,801	112,104	114,408
	11	101,226	102,380	104,187	106,955	108,380	109,808	111,238	112,664	114,970	117,274
	12	104,039	105,163	106,970	109,781	111,210	112,636	114,065	115,494	117,792	120,094

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

G. Lead Board Certified Behavior Analyst \$4,000.00

H. Mentor Coordinator \$4,500.00

I. Mentor (Per Protégé in Tier 1)	\$1,500.00
July 1, 2023 (3.00%)	\$1,545.00
July 1, 2024 (7.00%)	\$1,653.00
July 1, 2025 (5.00%)	\$1,736.00
July 1, 2026 (3.00%)	\$1,788.00

Mentor (Per Group in Tier 2)	\$1,000.00
July 1, 2023 (3.00%)	\$1,030.00
July 1, 2024 (7.00%)	\$1,102.00
July 1, 2025 (5.00%)	\$1,157.00
July 1, 2026 (3.00%)	\$1,192.00

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:

9/23/21
Date:

By: Heather Littlefield, Local 1201 EMS

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

By: Joseph Kennedy, Teamsters Local 251

By: John Martins, Local 1844 Superior Officers

By: Rachel Rapoza, AFSCME Local 3177

By: Wedson Tiburtino, Environmental Police Local 491


By: Christian Ponte, Firefighters Local 1314

Date: 9/22/21

By: David Lavoie, LAW Custodians

Date:


By: Robert Camara, Retirees Association

Date: 09/22/2021

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

FRCA - Fall River Clerical Association Fall River School Department	Elizabeth Lord-Correia, President elord@fallriverschools.org
	Barbara Allard, ballard@fallriverschools.org
SGVT - Director of Early Childhood Government Programs	
<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.

- l. 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
George Ackley, President

July 1, 2014
Date

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

Patricia A. Demeule
~~Judith Gouto, Vice President~~
Patricia A. Demeule

June 27, 2014
Date

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

Elizabeth A. Lord-Correia
Elizabeth Lord-Correia, ~~Vice~~ President

6/27/2014
Date

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

Barbara Allard
Barbara Allard

7/8/14

Date

City

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

Peter Da Luz
Peter Da Luz, ~~Vice President~~
Treasurer

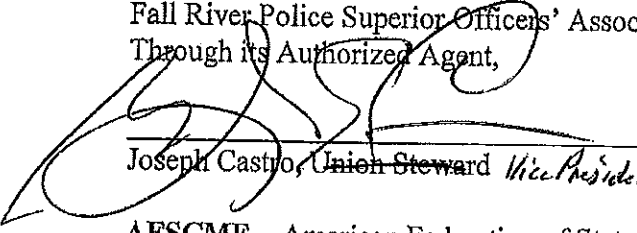
6/27/14
Date

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

James Cusick
James Cusick, Secretary

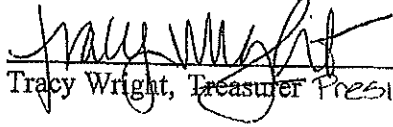
6/27/14
Date

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


Joseph Castro, Union Steward *Vice President*

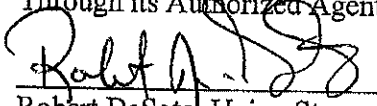
6/27/14
Date

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


Tracy Wright, Treasurer *President*

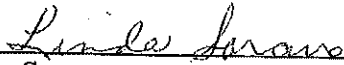
6/27/14
Date

Teamsters Local 251,
Through its Authorized Agent,


Robert DeSoto, Union Steward

6/27/14
Date

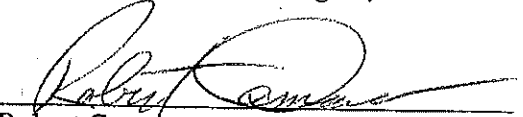
LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,


Linda Saravo

6/27/14
Date

Retirees

Retirees Association,
Through its Authorized Agent,


Robert Camara

6/27/14
Date

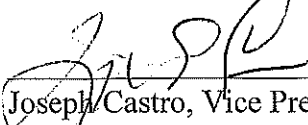
Addendum #2
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

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

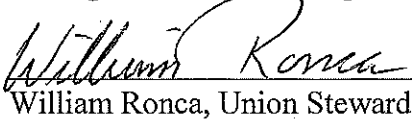
3/19/18
Date

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


Phillip Rodrigues, President

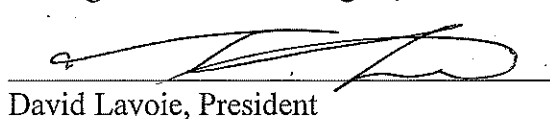
3/21/18
Date

Teamsters Local 251,
Through its Authorized Agent,


William Ronca, Union Steward

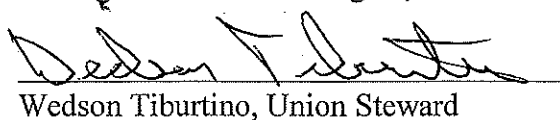
20 March 2018
Date

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

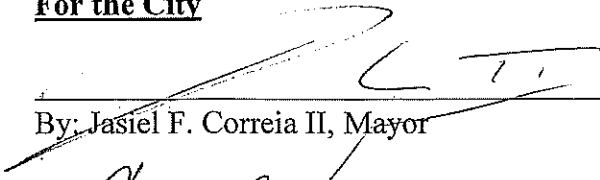
Retirees Association,
Through its Authorized Agent,

Robert Camara

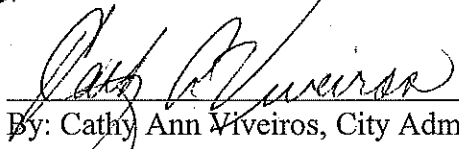
Date

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.

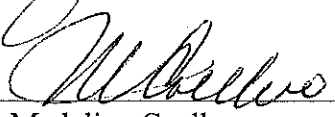
For the City


By: Jasiel F. Correia II, Mayor

3/21/18
Date

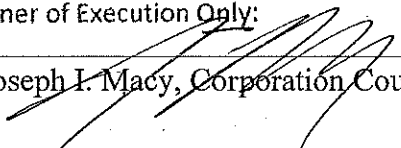

By: Cathy Ann Viveiros, City Administrator

3-19-18
Date


By: Madeline Coelho,
Director of Human Resources

3/19/18
Date

Approved as to Form &
Manner of Execution Only:

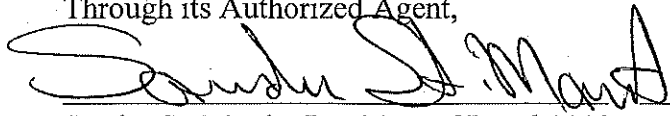

By: Joseph I. Macy, Corporation Counsel

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
George Ackley, President

3-20-18

Date

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

Stacey Alves
Stacey Alves, President

3-20-18

Date

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

Elizabeth A. Lord-Correia
Elizabeth Lord-Correia, President

3/19/18

Date

City

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

Andrew Almeida
Andrew Almeida, Vice President

3-19-2018

Date

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

Peter Da Luz
Peter Da Luz, Patrolman's Union Treasurer

3/20/18

Date

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

CJ Ponte
CJ Ponte, Secretary

3/20/18

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

Date

4/18/17

By: Cathy Ann Viveiros, City Administrator

Date

4/18/17

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

Date

4/18/17

By: Joseph L. Maoy, Corporation Counsel

Date

5/4/17

Public Employee Committee:

School

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

Sandra St. Martin, President of Local 1118

Date

4/28/17

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

Rebecca Cusick, President

Date

April 18, 2017

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

George Ackley, President

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

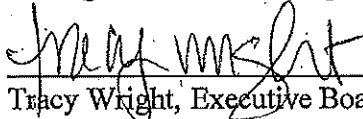
Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

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

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

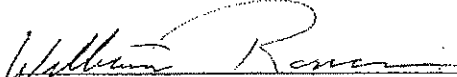
Joseph Castro 4/18/17
Joseph Castro, Vice President Date

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


Tracy Wright, Executive Board Member

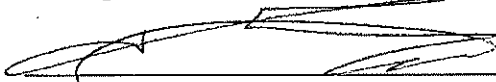
4/18/17
Date

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

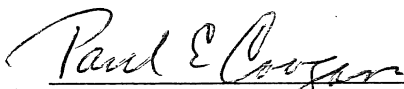
4/18/17
Date

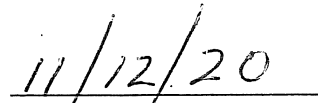
Addendum #4
Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee

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.

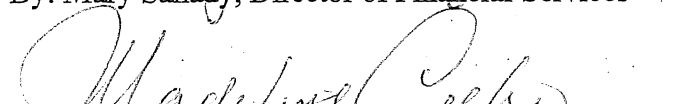
For the City


By: Paul E. Coogan, Mayor


Date

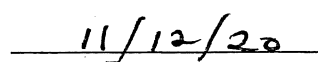

By: Mary Sahady, Director of Financial Services


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

Philip Charette, Executive Board

1-29-2021

Date

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

Rebecca Cusick

Rebecca Cusick, President

NOV. 18, 2020
Date

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

George Ackley

George Ackley, President

NOV. 20, 2020

Date

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

Stacey Alves

Stacey Alves, President

1/21/21

Date

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

Elizabeth Lord-Correia

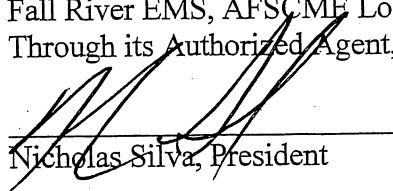
Elizabeth Lord-Correia, President

11/12/20

Date

City

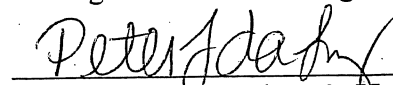
Fall River EMS, AFSCME Local 1202,
Through its Authorized Agent,


Nicholas Silva, President

11/20/20

Date

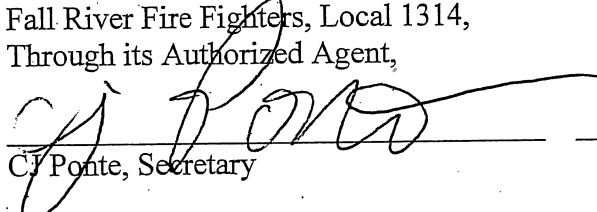
Fall River Police Association, Local 1854,
Through its Authorized Agent,


Peter Da Luz, Patrolman's Union Treasurer

11/12/20

Date

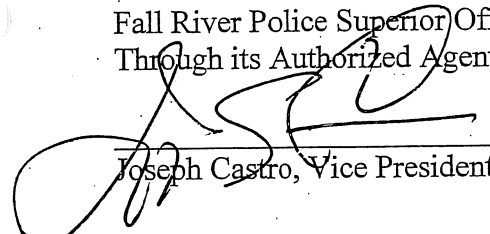
Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,


CJ Ponte, Secretary

11/20/2020

Date

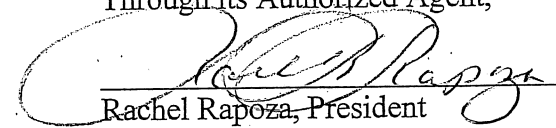
Fall River Police Superior Officers' Association, Local 1844,
Through its Authorized Agent,


Joseph Castro, Vice President

11/25/21

Date

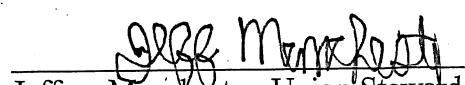
AFSCME – American Federation of State, County, and Municipal Employees, Local 3177,
Through its Authorized Agent,


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,

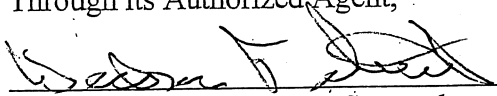


David Lavoie, President

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