

Memorandum of Agreement

Between

The Fall River School Committee

and the

Fall River Educators Association

For The Watson School

Level 4

July 1, 2021– June 30, 2023

Two-year, non-precedent setting Agreement

Whereas, the Fall River School Committee (hereinafter, “the Committee”) and the Fall River Educators Association (hereinafter, “the Association” and jointly, “the Parties”) have met for the purpose of bargaining modifications to the Collective Bargaining Agreement (hereinafter, “the Agreement”) to address the Level 4 status of the Watson Elementary School,

Now Therefore, the Parties agree as follows:

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

Work Day and Work Year/Professional Development

A. Effective in the 2021-2023 school years, both the teacher work day and student learning day shall be 20 minutes longer than currently defined in the collective bargaining agreement. This additional time shall be contingent upon School Committee approval. The teacher work day shall be 6 hours and 52 minutes. The student day shall be 6 hours and 37 minutes. IF approved, this additional 20 minutes shall be used for Responsive Classroom.

B. The principal shall select one day per month for (1) early dismissal so that two (2) hours shall be made available for administratively directed professional development. Student dismissal shall be two hours earlier than the normal dismissal time.

Staffing

A. Principal Meeting: To successfully address the turnaround efforts at Watson the entire school culture must be solution oriented and focused on improvement. This work may not be appropriate or of interest to all teachers. A formal meeting with the principal, to understand the

expectations and requirements of this work, will be mandatory for all teachers. The first such meeting shall take place by May 19, 2021. These meetings will take place prior to May 1 in each successive year for the duration of the agreement. FREA members may request union representation at these meetings.

B. Teachers at the Watson School may “opt out” for the next school year by informing the Principal and the FREA leadership, in writing, by the dates specified in section A above.

C. In recognition of the fact that there exists some urgency in the turnaround process for student achievement at the Watson School, the Parties agree that the Principal may “opt out” a teacher to another school. Notification by the Principal to administratively “opt out” a teacher shall be made, in writing, by the dates specified in section A above.

D. Any teacher at the Watson School who has elected to “opt out” as provided in Section B, above, or who has been “opted out”, as provided in Section C, above, shall be placed on the District’s “displaced teacher list”, or if there are no vacancies, shall be considered “RIF”ed as provided in Article XXXI, Section B.2. of the Agreement.

E. Vacancies at the Watson School shall not be eligible for placement on the “displaced teacher” vacancy list unless such a Watson School vacancy is a vacancy of “last resort” for a teacher on the displaced teacher list. “Last resort” means there is no other vacancy in the District which the displaced teacher can fill as provided by “displaced teacher provisions” of the Agreement.

Teacher Leadership

F. Lead Teachers: There shall be open postings for two (2) Lead Teacher positions. Lead Teachers shall be compensated, in addition to their salaries, at the agreed upon contractual rate. The Principal shall consult with teacher colleagues during the process of fielding candidates for the Lead Teacher positions. The Principal shall make the final determination as to whom shall be hired as Lead Teachers.

Instruction

G. Weekly lesson planning shall be supported in PLC meetings. Lesson plans and/or slides will be submitted before the start of school on the Monday of each week.

H. Lesson plans are a professional responsibility. The format will be determined by the educator, but plans should include lesson objectives. Plans should outline lesson sequence with weekly opportunities for formative assessment and planned opportunities for daily discourse. The District shall make an electronic lesson plan format available as an option for educators.

Compensation

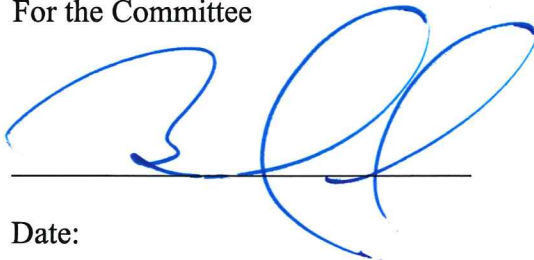
For the duration of this agreement, the regular salary for bargaining unit members at the Watson School shall be their salary as provided in Appendix A, plus the additional salary correlating **and proportional to** the time of the extended day, as codified in the salary scales in Appendix A. Funding for the additional time shall be contingent upon School Committee approval.

Duration

This Agreement shall be effective from July 1, 2021 through June 30, 2023.

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

For the Committee



A handwritten signature in blue ink, consisting of several large, overlapping loops, positioned above a horizontal line.

Date:

For the Association



A handwritten signature in black ink, appearing to read 'Rebecca Cusick', positioned above a horizontal line.

Date: May 16, 2021