

FREA COUNTER PROPOSALS FOR 9/1/09 – 8/31/10 CONTRACT
(July 13, 2009 – Sent via email to Attorney Bruce Assad)

1. Article 34 – Duration

The provisions of this Agreement will be effective as of September 1, 2009, and will continue and remain in full force and effect until August 31, 2010. The Association and the Committee agree to take steps necessary to implement the terms of this Agreement.

2. Article 21 – Insurance and Annuity Plan - Delete Section A – 2 – Paragraphs 2 and 3. Replace deleted paragraphs 2 and 3 with the following:

During the life of the agreement, there shall be no change in the existing health plans. The choice between health plans will be at the individual employee's option.

Effective July 1, 2009 the FREA agrees that the employer shall transition and offer three health insurance plans:

- a. Blue Care Elect Preferred (PPO), which shall replace Blue Cross Blue Shield Master Health Plus;
- b. Blue Choice New England and;
- c. Network Blue

3. Appendix A – Teacher Salary Schedule - Add the following as section 2 – Movement on the Salary Schedule

The FREA agrees to provide the Fall River School Committee the following during FY 10, FY 11, and FY 12.

- a. During FY 10 only, all FREA eligible members will not advance to the next salary schedule step, i.e. no employee will advance forward a step for the 2009 – 2010 school year.
- b. During FY 10 all FREA eligible members will move to the appropriate Educational Column.
- c. For FY 11, all FREA eligible members will advance one (1) step on the salary schedule September 1, 2010.
- d. For FY 12, all FREA eligible members will advance two (2) steps on the salary schedule, effectively placing the employee on the correct step as if the schedule had not been frozen in FY 10.

4. Article 5 – Teaching Hours and Teaching Load – B – 1 - Add an “a. etc.” after second paragraph which shall read as follows:

i. In consideration of the current economic situation of the Fall River Public Schools, the FREA agrees for the 2009 – 2010 school year only, to accept three unpaid professional development furlough days.

ii. Furthermore, the FREA agrees that for the 2009 – 2010 school year only, to accept one additional furlough day which shall be accomplished during a furlough of ½ day each of the last two school days of the year which will effectively total one (1) day.

Appendix A – Longevity – Section 1 – Withdrawn without prejudice (7-13-09)

5. Article 5 – Staggered Start and End Times

Effective in the 2009-2010 school year the start and dismissal hours for schools shall be within the following parameters:

ELEMENTARY SCHOOLS

1. Will start between the hours of 7:55 A.M. and 8:35 A.M. and dismissal will be between 2:12 P.M. and 2:52 P.M.
2. Except in schools participating in an “Expanded Learning Time” program where the student start time will be between 7:10 A.M. and 7:30 A.M. and dismissal will be between 3:35 P.M. and 3:55 P.M.

MIDDLE SCHOOLS

1. Will start between the hours of 7:25 A.M. and 8:05 A.M. and dismissal will be between 2:10 P.M. and 2:50 P.M.
2. Except in schools participating in an “Expanded Learning Time” program where the student start time will be between 7:12 A.M. and 7:32 A.M. and dismissal will be between 3:37 P.M. and 3:57 P.M.

~~The parties may modify the above times by mutual consent between the superintendent and the FREA president to assign a start time between the hours described above that would allow the district to accommodate traffic and resolve transportation issues between schools within the district.~~

Specific student start and dismissal times will be incorporated into this agreement in the form of a *memorandum of understanding* which shall be completed by August 1, 2009.

6. Appendix A - Advanced Placement Grant

The Fall River School Committee (Committee) and the Fall River Educators’ Association (Association) agree to the following philosophy regarding the Advanced Placement program.

The parties agree to support the program and will work together to encourage students to take Advanced Placement classes. Both the Committee and the Association believe that the additional professional development opportunities offered by the Massachusetts Mathematics and Science Initiative Program will benefit many teachers in the district.

This agreement should not be interpreted in any way as Committee or Association support of, or intent to tie faculty and/or staff compensation to students’ performance on standardized tests and/or pay for performance. The Committee shares the Association’s view that the measurement of student achievement cannot be captured in a single test. We hereby agree that money earmarked for bonuses should be directed towards direct support of students in the classroom as stated herein.

The parties, therefore, agree to the following:

1. The positions associated with the MMSI program: Advanced Placement Teacher, Advanced Placement Lead Teacher, and any other teacher positions receiving additional compensation through this program will be posted and filled in accordance with *Article XI – Vacancies and Transfers* of the current contract between the Fall River School Committee and the Fall River Educators’ Association.
2. Job descriptions for the aforementioned positions will be discussed between the parties in advance of implementation.
3. Fall River teachers participating in this program shall be considered employees of the Fall River Public Schools and thus have the benefits and protections provided under the Agreement and the Massachusetts General Laws.
4. As employees, the teachers participating will be paid their regular hourly rate and/or a \$500 stipend by the Fall River Public Schools for all work outside the regular workday, work week, or work year associated with AP grant.
5. Any additional compensation, paid to participating teachers under any “so-called – pay for performance,” which the FREA vehemently and philosophically opposes may be voluntarily donated by the teachers to a revolving account maintained by the Administration. The distribution of these funds to general education support will be decided by the participating AP teachers and the Association.
6. The estimated time requirements for participating AP teachers shall be as follows:

5 days College Board Training	35 hours
2 day local training	14 hours
3 Saturday student prep sessions	21 hours
4 vertical team meetings	8 hours
1 hour tutorial per week	39 hours
7. The parties agree that the performance evaluation of AP teachers participating in this Grant shall be conducted consistent with the Agreement and the “Professional Employees Evaluation System.”
8. The position of “Lead Teacher” will be posted and revised, as necessary as stated in Paragraph 2 above. In addition, *Article 1, Recognition* will be amended to include the “Lead Teacher” position.
9. Teachers participating in the Grant, may be required to sign a “Letter of Acknowledgement” each year of the grant, provided however that the “Letter of Acknowledgement” does not conflict with the terms of this Memorandum and the Agreement.
10. The parties agree that neither side is waiving any current or future collective

Bargaining rights nor will this agreement in any way set any precedent for future agreements.

7. Article 5 Teaching Hours and Teaching Load - Add new section "M" which shall read as follows:

M. Job Sharing

1. Job Sharing means two teachers sharing one full time teaching position on a 50/50 basis.
2. All job sharing arrangements shall be on a voluntary basis.
3. Both teachers shall work the first three and the last three days of the contractual year.
4. Both teachers shall attend the Open House in the fall, as well as parent conferences. Teachers are expected to attend the IEP meetings of their students on a mutually agreed upon schedule.
5. In the event that one of the teachers is absent, the partner teacher shall make every effort to cover the class. The teacher who covers will be paid the regular day substitute rate. With the Principal's prior approval, the teachers may also trade days.
6. In all situations where one job-sharing teacher is working with a substitute, daily or long term, the teacher will be responsible for all lesson plans.
7. Leave benefits will be prorated. Sick leave will be accumulated at the rate of 8.5 days per teacher.
8. If either partner is unable or unwilling to complete the school year, the remaining partner agrees to assume full-time responsibility for the position for the remainder of the year.
9. If the job-sharing program is discontinued, the job-sharing teachers shall be involuntarily transferred on the basis of current contract language.
10. Both teachers shall arrange meeting times to evaluate students and to mark report cards.
11. The two job-sharing teachers shall share the preparation/planning time.
12. Because the intent is that the job share will not exceed the cost of one full-time teacher, the one teacher to receive insurance benefits must be identified at the outset.
13. Both teachers shall share the responsibility to attend monthly meetings. At least one teacher will attend each meeting. Both teachers will attend professional development.
14. Half days shall be shared with the two teachers taking turns at coverage and reporting to each other. Both teachers will attend in-service programs.
15. The Administration shall notify all elementary teachers by March 1, that any teachers interested in a job share for the following school year should give a written request to the Superintendent by March 15. It is strongly recommended that the requesting teacher have a preliminary discussion with their Principal.
16. The Superintendent shall make the final decision on the acceptance of any job share.
17. Only teachers with Professional Teacher Status shall be eligible for job sharing.
18. The parties agree that all decisions on job sharing shall be reasonable.

- 8. Appendix C – Mentoring - Change the first paragraph to read as follows:**
 The Fall River School Committee and the FREA agree that the mentoring/induction program shall be required for first year teachers and those teachers who require mentoring for their *initial* license.

9. Article 23 P (withdrawn without prejudice)

- 10. Article 14 – Teacher Evaluation – Delete paragraphs 1 and 2 - Insert new paragraph which will read as follows:**

Beginning September 1, 2009 the new teacher evaluation system will be implemented in all Fall River Public Schools. Prior to implementation all of the FRPS personnel responsible for the evaluation of teachers will be trained and provided an orientation of the new evaluation system.

The parties agree to review the effectiveness of the new evaluation system no later than FY 2012. The FREA will collect appropriate feedback and information from members and data generated during the interim period.

- 11. Article 1 – Recognition - Add in the first paragraph the following language so that it will read as follows:**

“...a unit consisting of all professional teaching employees of the Fall River School System including, coaches, title I teachers, lead teachers, other grant teachers, occupational and physical therapists, specialists in the teaching profession...”

- 12. Appendix D – A. Standards-based School System - Paragraph 1 will be revised to read as follows:**

The Fall River Public Schools is a standards based school system committed to teaching the learning standards defined in the seven Massachusetts Curriculum Frameworks documents. School administration and members chosen by the FREA shall develop lesson plan templates for all schools and levels. FREA members attending any and all meetings held after the close of the school day or year will be paid at their respective hourly rate. Lesson plans shall be implemented on the first day of the second semester of the 2009 – 2010 school year.

- 13. Article 25 – Sick Leave Section (5) - A Personal Days paragraph 2 and sentence shall be added to read as follows:**

For the school year 2009 – 2010 only, FREA members, in addition to previously banked personal days, shall be allowed to carry over two (2) personal days.

- 14. The issue of a Commonwealth Priority School Principal’s authority shall be submitted to Attorney Richard Boulanger for arbitration.**

By: _____
Fall River School Committee

By: _____
Fall River Educators' Association

By: _____
Fall River School Committee

Date: _____

Date: _____
