

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DIMAN ADMINISTRATORS ASSOCIATION

AND THE

GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT COMMITTEE

FOR THE PERIOD

JULY 1, 2021 – JUNE 30, 2024

INDEX

<u>Article</u>		<u>Page Number</u>
	Preamble	1
	Management's Rights Clause	1
I	Recognition	1
II	Functions of Administration	2
III	Negotiation Procedure	2
IV	Grievance Procedure	5
V	Salaries	8
VI	Work Day and Work Year	10
VII	Non-Administrative Duties	12
VIII	Administrative Employment	12
IX	Qualifications for Administrators	13
X	Administrator Evaluation	14
XI	Use of School Facilities	15
XII	Sick Leave	15
XIII	Temporary Leaves of Absence	17
XIV	Extended Leaves of Absence	18
XV	Protection	19
XVI	Professional Development and Education Improvement	19
XVII	Personal Injury Benefits	20
XVIII	Insurance and Annuity Plan	20
XIX	General	21
XX	Retirement Benefits	23
XXI	Duration	24
Appendix A	Administrative Salary Schedule	26
Appendix B	Evaluation Instrument	--
Appendix C	Health Insurance Coverage	29

PREAMBLE

THE GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT COMMITTEE ("the Committee" or "the Employer") and the DIMAN ADMINISTRATORS ASSOCIATION (the "Association") acknowledge that the Committee has complete authority over policies and administration of the school which it exercises by law and that the vehicle of collective bargaining will provide the Administrators with a better opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with the goal of assisting in solving the growing problems inherent in the advancement of vocational-technical education; that each student is entitled to instruction by personnel professionally qualified and adequate in number in order that education of the highest quality may be the effective result; that more attention should be devoted to the constructive guidance of leisure time and in-school time activities of students; that commensurate with quality education is the need for good morale within the administrative staff; and that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

MANAGEMENT'S RIGHTS CLAUSE

The Employer is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Employer under said statutes or the rules and regulations of agencies of the Commonwealth. The Employer retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by law unless modified or changed by this Agreement.

ARTICLE I

RECOGNITION

- 1.0 The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all administrative employees who are employed by the Committee in the Administrative positions that are listed in Section 2.0 of this Article and all other administrative positions that may, from time to time, be established by the Committee.

- 2.0 For the purposes of this agreement the following administrative positions are recognized as part of the Association:

- Assistant Principal of Academic Affairs.
- Assistant Principal of Technical Affairs.
- Assistant Principal of Student Affairs.
- Director of Guidance and Admissions.
- Director of Special Education and Grant Writing
- Supervisor of Buildings and Grounds
- Assistant Supervisor of Buildings and Grounds

A Joint Sub-Committee consisting of two Members appointed by the Superintendent and two Members appointed by the DAA President shall meet as soon as possible after the execution of this Agreement in order to review and update as necessary the current Job Descriptions for DAA Bargaining Unit positions. The appointees may include the Superintendent and the DAA President.

- 3.0 Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "Administrators".
- 4.0 There shall be no discrimination against any employee covered by this Agreement by either the Association or the Committee because of age, race, creed, color, religious creed, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), national origin, sex, gender identity, marital status, genetic information, or ancestry.
- 5.0 Members of the administrative bargaining unit who occupy positions that require specific Department of Education licensure shall be required to maintain the appropriate certification. In the event that an administrative bargaining unit position does not require a specific licensure by the Department of Education (e.g., Supervisor of Buildings and Grounds), the members who occupy those positions shall be required to maintain their Department of Education licensure in their chosen field.

ARTICLE II

FUNCTIONS OF ADMINISTRATION

- 1.0 In the event that either party wishes to change the job description of any Administrative Bargaining Unit position, they have the obligation to bargain over any proposed change(s) before they are implemented.

ARTICLE III

NEGOTIATION PROCEDURE

- 1.0 Regular Negotiations
 - 1.1 Either party may initiate negotiations for a successor Agreement to this contract provided notice of such intent shall be given in writing on or before the fifteenth (15th) of November of the school year in which the Agreement is to expire and negotiations shall commence no later than the fifteenth (15th) of January of that year. The parties will exchange proposals for changes to the Agreement at the first bargaining session; and except by mutual agreement, no new proposals shall be proposed by either party after the second bargaining session.

In the event that negotiations for a successor Agreement are still in progress on the agreed upon notification date, the parties shall be granted thirty (30) days from the signing to notify the other party of their intent to initiate negotiations for the following year. Said negotiations shall take place not later than sixty (60) days following the notification and the above procedures shall be followed.

- 1.2 During negotiations, the Committee and Association will present relevant data, exchange points of view and make proposals and counter-proposals. 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.
- 1.3 If negotiations between the Committee and the Association result in an impasse, or if the Association is dissatisfied with the progress of negotiations with the Negotiation Committee, the Association may so notify the Committee in writing and will have the right to negotiate directly with the Committee in good-faith effort to reach agreement.
- 1.4 If negotiations between the Negotiating Committee and the Association result in an impasse or if the Negotiating Committee is dissatisfied with the progress of negotiations with the Association, the Negotiating Committee may so notify the Association in writing and will have the right to present its counter-proposal to and negotiate directly with the Executive Board of the Administrators Association in good-faith effort to reach agreement.
- 1.5 If the negotiations described in this Section 1.0 have reached an impasse, the procedure described in Chapter 150E of the General Laws will be followed.
- 1.6 The Committee agrees not to negotiate with any Administrative organizations other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws. The Committee further agrees not to negotiate with any Administrative organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

2.0 New Negotiations

- 2.1 In the event that either the Committee or the Association desire to make any proposal the subject of which is not covered by the terms of this Agreement, they may submit such proposal in writing to the appropriate receiver. For the Committee, it will submit the proposal to the President of the Association. For the Association, it will submit the proposal to the Chairman of the Committee. A subsequent meeting will be arranged by mutual agreement for both parties to discuss the proposal.

- 2.2 The receiving party will acknowledge receipt of the proposal in writing within three (3) days. The Negotiating Committee, as here before appointed, and the Association will arrange for a mutually satisfactory time and place for a meeting to negotiate the proposal within fifteen (15) days after receipt of the proposal unless the Negotiating Committee and the Association mutually agree to an extension of time for such meeting. During the initial and subsequent negotiation meetings, the Negotiating Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Negotiating Committee will make all pertinent records and information within its possession available to the Association. 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.
- 2.3 If an agreement is reached, it will be presented to the full Committee and all members of the Association as a joint recommendation of the Negotiating Committee and the Association, if the matter is one upon which Committee action is necessary. If the Committee disagrees with such joint recommendation, or if the Association disagrees with such joint recommendation, it will not be rejected without further negotiation in good-faith effort to resolve the disagreement.
- 2.4 Before the Committee adopts a change in policy, which affects wages, hours or this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within five (5) days after receipt of said notice.
- 2.5 Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Agreement.

3.0 Special Negotiations

- 3.1 In the event the Committee desires to make application for grants pursuant to federal and/or state laws and the provisions of these grants conflict with the provisions of this Agreement, it is agreed that the negotiation procedures set forth in Section 2.0 above shall be followed to resolve the conflict. Both the Committee and the Association agree to shorten the timetable set forth as necessary to comply with time requirements in making or processing applications for the grants under the federal or state laws.

4.0 Proposed Contract Changes

- 4.1 All proposals for changes to the existing Agreement shall contain an addendum that spells out in detail all additions, deletions or revisions and the reason for such

changes. Any proposals submitted to cover areas not contained in the Agreement shall also include the reason for such changes.

- 5.0 Negotiation meetings between the Committee and the Association will be scheduled after the Administrators scheduled work day.

ARTICLE IV

GRIEVANCE PROCEDURE

1.0 Definitions

- 1.1 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.
- 1.2 An "aggrieved person" is the person or persons making the claim.
- 1.3 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.

2.0 Purpose

- 2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of Administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2.2 Nothing herein contained will be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3.0 Rights of Administrators to Representatives

- 3.1 No reprisals of any kind will be taken by the Committee, the Superintendent-Director or the Assistant-Superintendent-Director/Principal against any party in interest, any School representative, or any other participant in the grievance procedure by reason of such participation.

3.2 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 officer of any organization other than the Association. When an administrator is not represented by the Association, the above Association shall have the right to be present and to state their views at all stages of the grievance procedure.

4.0 Procedure

4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.

4.2 In the event a Ten (10) Month Administrator's grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

5.0 Procedure Levels

5.1 Level One

5.1.1 An Administrator with a grievance will first discuss it with his/her immediate supervisor, either directly or through a Representative of the Association, with the objective of resolving the matter informally. If the informal grievance is to be rejected at this level after the informal discussion with the immediate supervisor, the grievance shall be presented in writing and a written answer must be provided within five (5) school days by the immediate supervisor.

5.2 Level Two

5.2.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing with the applicable Association representative within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Association will refer it to the Superintendent-Director.

5.2.2 The Superintendent-Director will represent the District Committee at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent-Director, the Superintendent-Director will meet with the aggrieved person in an effort to resolve it.

5.2.3 If an Administrator does not file a grievance in writing with the Association and the written grievance is not forwarded to the Superintendent -Director within thirty (30) school days after the Administrator knew or should have known of the act or condition on which the grievance is based, and 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.

5.3 Level Three

5.3.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent-Director, he/she shall file the grievance in writing with the appropriate Association representative within five (5) school days after a decision by the Superintendent-Director or ten (10) school days after he/she has first met with the Superintendent-Director, whichever is sooner. Within five (5) school days after receiving the written grievance the appropriate Association representative will refer it to the Committee by submitting it in writing to the Superintendent-Director. Within twenty (20) school days after the written grievance has been submitted to the Superintendent-Director, the Committee will submit to the Administrator's Association a written decision on the grievance. Within these twenty (20) school days, the Committee will meet with the aggrieved person for the purpose of resolving the grievance, if possible, at this level.

5.4 Level Four

5.4.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) school days by the School Committee after the grievance was submitted in writing to the Superintendent-Director for the Committee, he/she may, within five (5) school days after the decision has been rendered or after twenty (20) school days has passed since the grievance was filed with the Superintendent-Director for transmittal to the Committee, whichever is sooner, request in writing to the appropriate Association representative to submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

5.4.2 Within ten (10) school days after such written notice of submission to arbitration, the Sub-Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or

to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The rules and procedures of the American Arbitration Association will bind the parties in the selection of an arbitrator.

- 5.4.3 The arbitrator so selected will confer with representatives of the Committee and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues 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 violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Association and will be final and binding.
- 5.4.4 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 Committee and the Association.

ARTICLE V

SALARIES

- 1.0 The salaries of all persons covered by this Agreement are set forth in the Administrative Salary Schedule (Appendix A) which is attached hereto and which are made a part hereof.
- 2.0 Administrative Salary Schedules
 - 2.1 Appendix A-1 shall be the Salary Schedule for all current Members of the DAA. All current DAA Members shall remain on Appendix A-1 until their separation from employment for any reason. The salaries on Appendix A-1 shall be increased in the following amounts as of the following dates:

July 1, 2021	Two Percent (2.0%)
July 1, 2022	Two Percent (2.0%)
July 1, 2023	Two Percent (2.0%)

- 2.2 Appendix A-2 shall be created for new DAA Members who are hired into the existing DAA Bargaining Unit positions (or whatever these positions or similar positions would be called in the future) when current Members separate for employment for any reason. Positions that have a different title but have similar duties to current positions on Appendix A-1 shall be placed on Appendix A-2,

regardless of their title. These new DAA Members will advance on the Salary Schedule starting at the new Step 1 unless the Superintendent utilizes discretion pursuant to Article V, Section 4.0 of the Contract to place the Member at a higher step upon entry into the Bargaining Unit. The salaries on Appendix A-2 shall be increased in the following amounts as of the following dates:

July 1, 2022	Two Percent (2.0%)
July 1, 2023	Two Percent (2.0%)

- 2.3 Appendix A-3 shall be created for any new position that enters the DAA's Bargaining Unit after the execution of this Agreement, including, but not limited to, the Assistant Supervisor of Buildings and Grounds. Appendix A-3 shall also include the Supervisor of Buildings and Grounds when the incumbent separates from employment for any reason. In the event that any current Diman employee is added to the Bargaining Unit, his/her base salary shall be the Step that is closest to but higher than his/her current base salary. New hires will advance on the Salary Schedule starting at Step 1 unless the Superintendent utilizes discretion pursuant to Article V, Section 4.0 of the Contract to place the Member at a higher step upon entry into the Bargaining Unit. The salaries on Appendix A-3 shall be increased in the following amounts as of the following dates:

July 1, 2022	Two Percent (2.0%)
July 1, 2023	Two Percent (2.0%)

Upon the execution of this Agreement, the following positions shall be placed on the following Steps of Appendix A-3:

- Assistant Supervisor of Building and Grounds. Step 1

- 2.4 A CAGS Degree on the Administrative Salary Schedule (Appendix A-1) shall be defined as thirty (30) credits beyond a Master's Degree. Notwithstanding this provision, any current member of the DAA's Bargaining Unit who either has a CAGS Degree or is enrolled in a CAGS Degree program with less than thirty (30) credits beyond a Master's Degree shall remain eligible to receive the CAGS Increment on the Administrative Salary Schedule. Only Members of the DAA as of September 26, 2018 shall be eligible to receive the CAGS increment.
- 3.0 Effective on each July 1 hereafter, members of the Administrative Bargaining Unit who are "on step" shall advance to the next step of the salary schedule, provided that they have met the service time requirements that are set forth in Article VIII, Section 2.0 of this Agreement.
- 4.0 The Superintendent-Director shall set the initial salary rate of each administrator on entering employment, giving consideration to previous experience, educational background and special skills, provided, however, that such salary rate shall not be less

than the minimum and provided further that all Administrators shall be placed on the Administrative Salary Schedule at the degree credit level achieved by said person.

- 5.0 All persons on the Administrative Salary Schedule (Appendix A) will be paid twenty-six (26) bi-weekly installments from July 1st to June 30th.
- 6.0 Upon the separation from employment of the Supervisor of Buildings and Grounds, the incumbent Assistant Supervisor of Building and Grounds shall fill the Supervisor position and shall immediately advance four (4) steps on the Salary Schedule (Appendix A-3) in recognition of the additional duties and responsibilities of the Supervisor position.
- 7.0 Longevity Pay

Commencing with the tenth (10th) year of service in the District, an annual payment will be made of one hundred fifty dollars (\$150.00) for each year that a unit member has been employed by the District. Such payment shall be dispersed in a lump sum during the month of October, each year.

ARTICLE VI

WORK DAY AND WORK YEAR

- 1.0 Administrative Work Day. All administrators will be available within the school at least during the normal teacher work 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-Director's request. In any event, the Administrator's workday shall not begin later than 7:00 a.m. and shall not end prior to 3:30 p.m. during the school year. During school vacation periods and summers, the Superintendent-Director may determine adjusted hours that will be generally consistent with that of the AFSCME staff but may at the discretion of the Superintendent-Director, remain 7:00 a.m. to 3:30 p.m.
 - 1.1 Administrators will be assigned supervisory duties, and any other responsibilities, which will facilitate the educational development of the pupils and promote good order in the school.
 - 1.2 At the discretion of the Superintendent-Director, administrators will attend and assist at advisory board meetings, parent's night(s), graduation, awards night, new student night, open house, and the Outstanding Vocational Student Banquet. Absence from any of the aforementioned may be charged to sick leave or to personal leave, whichever is applicable.

- 1.3 Administrators will, when requested by the Superintendent-Director or the Chairperson of the Regional School Committee, attend School Committee meetings or any other meeting deemed necessary by either of the aforementioned.
- 2.0 Administrators will have the option of leaving the building only with the prior approval of the Superintendent-Director or, if she/he is absent, the approval of the Assistant Superintendent/Principal.
- 3.0 The Administrative Work Year will include flexible start and end dates depending on the administrative duties of each Administrator and shall be coordinated with the Superintendent-Director, but shall not exceed 210 days for 210 Day Administrators and 222 days for 222 Day Administrators. 210 Day Administrators shall be permitted to take up to five (5) consecutive days off during the school year with such days being agreed upon by the Superintendent Director and the Administrator.
- 4.0 Any administrator who is assigned or appointed to supervise any program conducted by or at Diman Regional Vocational Technical High School, above and beyond his/her normal work year or work day, will be compensated at a rate of pay of a minimum of one and a quarter percent (1.25%) above the hourly rate of pay for the instructor(s) in said program for all hours of supervision.
- 5.0 At the discretion of the Superintendent-Director, the work year of an Administrator may be extended beyond the number of days in the Administrator's contractual work year in order to enable the Administrator to complete the necessary work for his/her position. Any Administrator whose work year is so extended by the Superintendent-Director will be compensated for each such additional work day at a rate which is equal to his/her per diem work year rate of pay which shall be computed by dividing the sum of his/her annual base salary and educational increment by his/her applicable contractual work year. Any such extra days shall be scheduled at the mutual convenience of the Administrator and the Superintendent-Director.
- 6.0 Vacations

222 Day Administrators will be entitled to twenty (20) vacation days upon completion of one (1) full year of service and twenty five (25) vacation days upon completion of three (3) years of service. All vacation time requests shall have the prior approval of the Superintendent-Director. Administrators shall be permitted to carry-over a maximum of five (5) vacation days from one contract year to the next provided that no Administrator shall be permitted to accumulate more than thirty (30) vacation days at any one time.

ARTICLE VII

NON-ADMINISTRATIVE DUTIES

- 1.0 The Committee and the Association acknowledge that an Administrators primary responsibilities are administrative in nature and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
 - 1.1 Although Administrators may be required to collect and transport money for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the Administrator. However, monies collected must be turned into the office at the close of each day and shall, under no circumstances, remain in an Administrator's possession overnight.
 - 1.2 Administrators will not be required to drive pupils to activities, which take place away from the school building. Administrators may do so voluntarily and utilizing a school vehicle if available; however, with the advance approval of the Superintendent-Director or the Assistant Superintendent-Director. In such event, the Administrator will be relieved of all personal liability for any accident which may occur in connection with said trip and any liability will be assumed by the District.

ARTICLE VIII

ADMINISTRATIVE EMPLOYMENT

- 1.0 Any Administrator having served as an administrator in the Greater Fall River Vocational School District for a minimum of one hundred twenty (120) school days in any one school year shall receive credit for a full year while the Supervisor of Building and Grounds having served as an administrator for a minimum of 120 work days as an administrator shall receive credit for a full year.
- 2.0 At the discretion of the Superintendent-Director and with the approval of the District Committee and with one (1) year prior notice, any administrative position shall be subject to a change in the length of its work year.
- 3.0 At the discretion of the Superintendent-Director and with the Approval of the District Committee, any administrative position which becomes vacant as a result of termination, resignation, or retirement shall be subject to a change in the length of its work year.
- 4.0 In the event that either the Superintendent-Director and/or the District Committee exercises their right under Sections 2.0 and/or 3.0 of this Article, the base salary for the administrative position at issue will be subject to renegotiation between the Association and the District Committee.
- 5.0 Reduction In Force

- 5.1 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 15 of the school year prior to the contemplated reduction.
- 5.2.1 Administrators who have been laid off shall be entitled to recall rights to the position from which they were laid off for a period of two (2) years from the effective date of their layoff. During the recall period, Administrators shall be notified by certified mail to their last address of record and offered their position should the School Committee choose to fill it. All benefits to which an Administrator was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.
- 5.2.2 Upon expiration of any COBRA benefits to which a laid off Administrator is entitled, a laid off Administrator may continue group health and life insurance coverage during the recall period as provided by the District to members of the Administrative Bargaining Unit by reimbursing the District for full premium cost. Failure to forward premium payments to the District or refusal to return to employment upon recall will terminate this option.

ARTICLE IX

QUALIFICATIONS FOR ADMINISTRATORS

- 1.0 No person shall be appointed an Administrator, Supervisor or Director unless he/she meets the licensure requirements of the Department of Education and/or the requirements of the District Committee. Such licensure shall not apply to the Supervisor of Buildings and Grounds or the Assistant Supervisor of Buildings and Grounds pursuant to Article I, Section 5.0 of this Agreement. To meet these requirements, a person must furnish evidence that he/she---
- 1.1 is of sound moral character.
- 2.0 The School Committee may add to the above qualifications in any degree they may deem necessary for a specific position. (Massachusetts General Laws, Chapter 71, Section 38G.)

ARTICLE X

ADMINISTRATOR EVALUATION

- 1.0 All monitoring or observation of the work performance of an Administrator will be conducted openly and with full knowledge of the Administrator. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Administrators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors.
- 2.0 Administrators will have the right, upon request, to review the contents of their personnel file. An Administrator will be entitled to have a representative of the Association accompany him/her during such review. A copy of the content of the file will be made available to the Administrator on request. No material shall be added to an Administrator's file without first being reviewed by the Superintendent-Director.
 - 2.1 No material derogatory to an Administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an 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 signed by him/her and witnessed by an Association member to such material and his/her answer shall be reviewed by the Superintendent-Director and shall be attached to the file copy.
 - 2.2 Any material derogatory to an Administrator's conduct, service, character, or personality shall be reviewed by the Superintendent-Director and the Administrator, after one year, to determine if such material should be removed from the personnel file if approved by the Committee.
- 3.0 Any complaints regarding any Administrator made to the Superintendent-Director or Assistant Superintendent/Principal by a parent, student, or other person, will be promptly called to the attention of the Administrator.
- 4.0 The Association recognizes the authority and responsibility of the Superintendent-Director for disciplining or reprimanding an Administrator for delinquency of professional performance. If an Administrator is to be disciplined or reprimanded for conduct by the Superintendent-Director, he/she will be entitled to have a representative of the Association present. However, in the absence of the Superintendent-Director, the Assistant Superintendent/Principal shall have the authority and responsibility prescribed for the Superintendent-Director.
- 5.0 The evaluation of all persons covered by this Agreement is set forth in Appendix B which is attached hereto and made a part hereof.

ARTICLE XI

USE OF SCHOOL FACILITIES

- 1.0 With the prior approval of the Superintendent-Director the Association will have the right to use the school building without cost before or after administrative work hours for meetings.
- 2.0 No Administrator will be prevented from wearing pins or other identification of membership in the Association or any other Administrator organization.
- 3.0 Use of the facilities of the school for Association business will be left to the discretion of the Superintendent-Director.

ARTICLE XII

SICK LEAVE

- 1.0 Accumulation of Sick Leave
 - 1.1 210 Day Administrators will be allowed eighteen (18) days of sick leave each year for absences resulting from illness or accident. 222 Day Administrators will be allowed twenty-one (21) days of sick leave each year for absences resulting from illness or accident.
 - 1.2 Any future Administrator who is promoted from the Diman staff will be allowed to carry over a maximum of one hundred (100) days of sick leave if they are available. Any remaining days of sick leave up to a maximum of ninety (90) days will be reimbursed at or near the time of promotion at a rate equal to the existing teacher's buy-back rate in effect.
 - 1.3 All Administrators will be allowed to accumulate two hundred seventy five (275) days of sick leave. Any accumulated sick leave will, upon termination of employment, be reimbursed at one hundred twenty (\$120.00) dollars per day but no more than thirty-two thousand, five hundred dollars (\$32,500.00) subject to the following conditions;
 - 1.3.1 Written notice of such retirement/termination of employment shall be provided to the Superintendent-Director on or before the month of October, one year prior to the effective date of retirement/termination. For example:

John Doe notified the Superintendent-Director on September 26, 2000 that he will be retiring November 6, 2001.

If for some reason such notice is not given, the Administrator will have to wait for the Superintendent-Director to budget this expense into the next fiscal school year. The retiree or the lawfully terminated Administrator will then receive his/her sick leave money in the next fiscal school year.

- 1.3.2 Payment shall be made no later than the July 15 immediately next following the date of termination.
- 1.3.3 Any Administrator who is lawfully terminated for conduct unbecoming an Administrator shall not be eligible for this sick leave reimbursement benefit.
- 1.4 The sick leave allowable for any work year shall be available in full as of the first official day of work of that work year. No Administrator shall be entitled to any sick leave for a work year unless he/she reports for his/her assignment for the work year. If he/she reports for his/her assignment and serves one month of his/her assignment, he/she may apply in writing to the Superintendent-Director for sick leave to apply to prior unpaid absences if such absences resulted from sickness or accident.
- 2.0 In addition to personal illness or injury, sick leave may be used for the following purposes:
 - 2.1 For any purpose that is covered by the Family and Medical Leave Act.
 - 2.2 Any other reason approved by the Superintendent-Director.
- 3.0 If an Administrator utilizes the full amount of leave he/she would earn by working a full work year and does not remain in the school system the full work year, his/her last paycheck will be reduced by the number of sick leave days he/she used but did not earn.
- 4.0 Any Administrator who does not call in sick by 6:00 a.m. shall be considered absent without proper authorization and one (1) day of his/her per diem rate of pay will be deducted for each such absence. Under emergency conditions, an unexcused absence can be waived by the Superintendent-Director.
- 5.0 Any Administrator using sick leave in excess of fifteen (15) consecutive days or fifteen (15) out of twenty (20) days may be subject to a doctor's evaluation by the school physician. Payment for the services of the physician will be borne by the District.
- 6.0 All Administrators who have perfect attendance for a trimester (no absences for any reason with the exception of an absence due to personal leave, vacation, professional leave, the death of an immediate family member, or attendance at administration approved professional workshops) will be paid one hundred fifty dollars (\$150.00) per trimester to be paid annually.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

- 1.0 Administrators will be entitled to the following temporary leaves of absence with full pay each work year.
 - 1.1 Administrators shall receive three (3) personal leave days. Unused personal days beyond the accumulated three (3) days shall be converted to sick leave days to be added to the individual administrator's accumulated sick leave. Applications for personal leave will be made at least five (5) days before taking such leave (except in the case of emergencies) and must be approved by the Superintendent-Director. Personal leave will be granted for the day before or the day after a holiday or school vacation period at the sole discretion of the Superintendent-Director.
 - 1.2 Absence due to exposure to communicable disease requiring quarantine as established by the Board of Public Health.
 - 1.3 Up to five (5) days at any one time in the event of a death of a family member or other bereavement at the discretion and approval by the Superintendent-Director.
 - 1.4 Days taken to celebrate religious holy days may be charged to personal or sick leave.
 - 1.5 Two (2) days for an employee in the event of the birth or adoption of a child.
 - 1.6 Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, the difference between military pay and the Administrators salary shall be paid by the School District if the tour of duty is during the school year, provided; however, that such leave shall not exceed eighteen (18) days. Whenever possible the tour of duty shall be arranged during the summer or at a time when school is not in session. The Superintendent-Director shall be notified as soon as the Administrator knows as to the conditions of his/her military leave. Military leave taken for military retirement points only shall not be subject to any form of payment by the District.
 - 1.7 Leaves taken pursuant to sections above will be in addition to any sick leave to which the Administrator is entitled.
 - 1.8 In case of absence other than those covered by this contract, approval must be secured in advance from the Superintendent-Director. In such cases of excused absences, one (1) day at an Administrator's per diem rate of pay shall be deducted for each day a Administrator is absent. Absence without excuse shall be

considered evidence of insubordination by the Superintendent-Director or Assistant Superintendent/Principal.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

- 1.0 Parenting Leave shall be granted as follows:
 - 1.1 An Administrator shall be entitled to a twelve (12) week leave of absence for the birth and care of a son or daughter or the placement of a son or daughter for adoption or foster care, provided the Administrator has given the Superintendent-Director thirty (30) calendar days written notice of date of departure and intention to return, wherever possible, and except in case of emergency, no less than two (2) weeks written notice. Entitlement to such leave shall begin on the date of such birth or placement. Such leave shall be without pay except as provided in Section 1.3 below.
 - 1.2 An Administrator who is on leave under this section shall not be entitled to accumulate paid sick leave or other benefits during the period of such leave, except as provided in section 1.3 below. Upon return from such Leave of Absence, an Administrator shall return to the step in the salary schedule where he/she was when he/she began leave unless he/she had worked ninety (90) days of the year in which he/she began leave in which case he/she would move on to the next step, and he/she shall have sick leave restored with all seniority rights he/she had at the commencement of leave.
 - 1.3 If during leave under this Section 1, an Administrator is incapacitated due to childbirth and/or the recuperation there from and could not work as certified by a doctor's written notice, the Administrator will be entitled to sick leave pay and while being paid for sick leave will accumulate additional sick leave and any other benefits entitled in accordance with State and Federal Law and this Contract.
- 2.0 A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the Administrator's immediate family. Additional leave may be granted at the discretion of the Superintendent-Director.
- 3.0 Military leave without pay shall be granted to any Administrator who is inducted or during a period of national emergency voluntarily enlists in any branch of the armed forces of the United States. Upon return from such leave, the Administrator shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. Upon his/her return, he/she will be required to take courses in his/her field of school administration on the basis of three (3) credits for each year of

absence. These credits must be obtained at the minimum rate of six (6) credits per year in consecutive years. This requirement may be waived by the Superintendent-Director if the Administrator's service is in the educational field or closely related to his/her field of teaching. Previously accumulated unused sick leave days will be restored to all returning Administrators who left the Greater Fall River Vocational School District to enter the armed forces.

- 4.0 The School District will pay the premium for a group disability policy that cover an Administrator who is disabled pursuant to the terms that are set forth in the current group plan that covers the members of the administrative bargaining unit – namely, the Assurant Employee Benefits Long Term Disability Policy for the Diman Regional Vocational Technical High School Administrators which is incorporated into this Agreement by reference.

ARTICLE XV

PROTECTION

- 1.0 Administrators will immediately report all cases of assault/injury suffered by them in connection with their employment to the Superintendent-Director in writing.
- 2.0 The Committee will comply with any reasonable request from the Administrator for non-privileged information in its possession resulting to the incident or the persons involved.
- 3.0 The Regional School Committee shall comply with the provisions of M.G.L. Chapter 258. In addition an Administrator who has a civil or criminal proceeding brought against him/her alleging that he/she committed an assault while acting within the scope of his/her official duties or employment shall, upon request of the Administrator, be furnished with legal counsel to defend him/her in such proceedings. The Regional School Committee reserves the right to select legal counsel and to negotiate any and all legal fees that relate to such proceeding, unless otherwise covered by insurance. In the event that the administrator is found guilty or liable for the charge alleged, the Administrator will reimburse any such attorney's fees paid on his/her behalf to the Committee immediately. In no event shall this section require the Committee to furnish or pay for legal counsel to represent an Administrator in a disciplinary proceeding related to or arising out of the circumstances which led to the civil or criminal proceedings.

ARTICLE XVI

LICENSURE AND PROFESSIONAL DEVELOPMENT

- 1.0 All Administrators are expected to maintain their license and re-certify in accordance with the provisions of the Massachusetts Department of Education.

- 2.0 The District will provide in-service courses and training programs at no expense to the Administrator. The District will pay the reasonable expenses (including fees, lodging, and or transportation) incurred by Administrators who attend conferences, courses, workshops and seminars or other professional development sessions requested of or requested by the Superintendent-Director. All such requests must have the prior written approval of the Superintendent-Director.

ARTICLE XVII

PERSONAL INJURY BENEFITS

- 1.0 All Administrators will be covered by Worker's Compensation.
- 2.0 The District will reimburse an Administrator for clothing or other personal property damaged or destroyed in the course of employment, providing that after investigation by the Assistant-Superintendent Director/Principal, it is determined there is substantial evidence of negligence on the part of the District or an employee of said District.
- 3.0 The District will cover all Administrators with liability insurance in the minimum amount of \$1,000,000/\$3,000,000. This means that the school has coverage of a minimum of \$1,000,000 for each claim brought against any Administrator and/or the school.
- 4.0 Copies of all insurance policies that directly affect the Administrators shall be placed on file with the Association.

ARTICLE XVIII

INSURANCE AND ANNUITY PLAN

- 1.0 The District shall pay one hundred percent (100%) of the cost of a one hundred thousand dollar (\$100,000) term Life Insurance Policy of the type presently available to teachers. The Policy provides for an accelerated benefit option rider.
- 2.0 The Health Insurance plans, plan designs, contribution splits, premiums and co-payments for which all Administrators are eligible are set forth in Appendix C to this Agreement and are incorporated herein by reference.
- 3.0 Administrators will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.
- 4.0 Administrators will be eligible to participate in a payroll savings plan at an accredited bank, credit union, or savings bank.

- 5.0 The District will pay for all Administrators seventy percent (70%) of their premium cost of a family or individual Dental Insurance Plan. Such Plan provides 100/50/50, \$0 deductible, \$1,000 per calendar year maximum, \$1000 per year orthodontics coverage.
- 6.0 The District will pay for all Administrators seventy percent (70%) of the Administrator's premium cost for family or individual Blue Cross/Blue Shield Dental Blue.
- 7.0 Health Plan Enrollment
- 7.1 Any active Administrator who never participated and/or chose to be enrolled in any of the District's health plans (single or family) that opts not to enroll in such plans by July 1, 2018, July 1, 2019 and July 1, 2020 and remain out of that plan for that entire fiscal year, shall receive a \$3,000 per year incentive to be paid no later than the second payroll in May of 2019, 2020 or 2021 provided that they can show evidence of being insured elsewhere. (It is understood that should a qualifying event occur prior to the end of one fiscal year, then the incentive amount will be properly prorated.)
- 7.2 Administrators shall be eligible for a Section 125 Plan to cover the medical expenses and dependent care expenses for all Administrators to the maximum extent permissible under the applicable IRS regulations and by law.
- 7.3 Administrators shall have the right to examine and copy all insurance policies pursuant to which they are covered under this Agreement.

ARTICLE XIX

GENERAL

- 1.0 There will be no reprisals of any kind taken against any Administrator by reasons of his/her membership in the Association or participation in its activities.
- 2.0 Administrators will be entitled to full rights of citizenship, and no religious or political activities of any Administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.
- 3.0 The District will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators together with any other available information which may be necessary for the Association to process grievances under this Agreement. Copies of this Agreement will be printed at District expense and a copy given to each Administrator.

- 4.0 The accepted minutes of Committee meetings will be posted to the District website within three (3) days of their acceptance by the Committee. One (1) copy of the official agenda of the meeting will be made available to the Association prior to said meeting.
- 5.0 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 6.0 This Agreement constitutes Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 7.0 The initial contract of Administrators without Good Cause Protection shall be renewed annually by operation of law during period of said Administrator's first three (3) years of continuous employment as an Administrator by said Committee, unless the Administrator has been notified in writing prior to June 1st in one school calendar year he/she shall not be renewed for the following year. For each year for which this contract is renewed, the annual salary of the Administrator shall be in accordance with the provisions of the prevailing Collective Bargaining Agreement between the Committee and the Diman Administrators Association and as determined through the signing of an Administrators annual salary agreement.
- 7.1 Once an Administrator has attained Good Cause Protection under Chapter 71, Section 41, his/her contract shall continue in force and effect from year to year.
- 7.2 The Committee may terminate this contract at any time provided their action is not contrary to dismissal procedures as set forth in Chapter 71, Section 42, of the General Laws of Massachusetts, as amended.
- 8.0 Any Administrator who shall use his/her personal automobile to attend out-of-district meetings, workshops, conferences, convention or other professional improvement sessions approved by the Superintendent-Director shall be reimbursed at the IRS rate then in effect by utilizing Mapquest to determine distance traveled.
- 9.0 The Supervisor of Building and Grounds and the Assistant Supervisor of Buildings and Grounds will receive a clothing allowance of three hundred fifty dollars (\$350.00) for each year of this Contract.
- 10.0 Drug Free Workplace

The manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Administrators violating the provisions of a Drug Free Workplace are subject to disciplinary action up to and including termination. Alcoholism and drug abuses are,

however, recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in this Agreement, the Committee and the Association agree to encourage Administrators afflicted with alcoholism or drug abuse to undergo a program designed for their rehabilitation.

If any Administrator refuse to take advantage of such assistance and their illness impairs their work performance, attendance, conduct, or reliability; the normal contractual disciplinary procedures for dealing with problem Administrators will be implemented.

- 11.0 Applicable Administrators are entitled to the benefits which are set forth by law for Massachusetts Department of Education certified professional personnel.
- 12.0 Administrators, with the exception of the Supervisor of Buildings and Grounds and the Assistant Supervisor of Buildings and Grounds will not be required to work if school is cancelled due to inclement weather.
- 13.0 All members of the Administrative Bargaining Unit shall be eligible to teach college courses.

ARTICLE XX

RETIREMENT BENEFITS

- 1.0 All Administrators will continue to be credited with the years of continuous service afforded them prior to the signing of this agreement. Administrators retiring from the Greater Fall River Vocational School who have at least ten (10) years of continuous service will be entitled to continue the medical plan in effect identified in Article VIII herein and the District will pay seventy percent (70%) of the premium cost.
- 2.0 The District will continue to contribute, the applicable percentage from 1.0 above, to the costs of the applicable health plan for the surviving spouse of a deceased retiree until he/she remarries.
- 3.0 If an Administrator with at least fifteen (15) years of continuous service dies prior to retirement, the District will allow the surviving spouse to remain in the medical plan of the deceased Administrator until he/she has remarried. The District will pay 50% of the cost of the plan.
- 4.0 Administrators with at least fifteen (15) full years of continuous service who give at least a six (6) months notice of "intent to retire" shall receive, upon retirement a five thousand dollar (\$5,000) life insurance policy, the premiums of which shall be paid by the District.


ARTICLE XXI

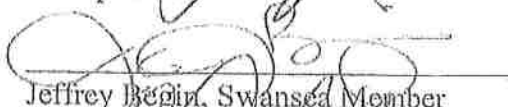
DURATION

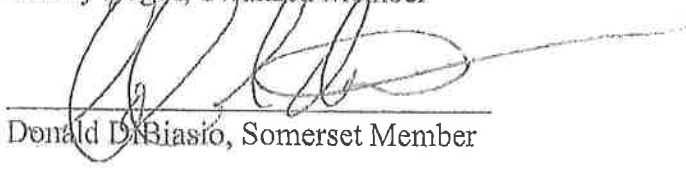
- 1.0 The provisions of this Agreement will be in effect as of July 1, 2021 and will continue and remain in full force and effect until June 30, 2024.

Signed in the City of Fall River on this ____ day of August, 2021.

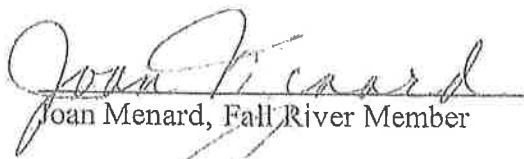
GREATER FALL RIVER VOCATIONAL
SCHOOL DISTRICT COMMITTEE


Paul Jennings, Westport Member,
Chairperson


Jeffrey Begin, Swansea Member



Donald DiBiasio, Somerset Member


Father Jay Mello, Fall River Member


Joan Menard, Fall River Member


Rajiv Nehra, Fall River Member

DIMAN ADMINISTRATORS
ASSOCIATION


Lois Miller, President


Maria Torres, Negotiating Comm.

APPENDIX A-1**ADMINISTRATIVE SALARY SCHEDULE**

	2021-2022		2022-2023		2023-2024
Step 1	\$107,667		\$109,820		\$112,017
Step 2	\$111,824		\$114,060		\$116,341
Step 3	\$113,302		\$115,568		\$117,879
Step 4	\$117,116		\$119,459		\$121,848
Step 5	\$119,763		\$122,159		\$124,602
Step 6	\$122,409		\$124,857		\$127,355
Step 7	\$125,055		\$127,556		\$130,107
Step 8	\$132,345		\$134,992		\$137,692
Step 9	\$139,743		\$142,538		\$145,389
CAGS	\$7,577		\$7,728		\$7,883
DOCTORATE	\$8,226		\$8,391		\$8,559

APPENDIX A-2

ADMINISTRATIVE SALARY SCHEDULE

	2021-2022		2022-2023		2023-2024
Step 1	\$95,000		\$96,900		\$98,838
Step 2	\$97,500		\$99,450		\$101,439
Step 3	\$100,000		\$102,000		\$104,040
Step 4	\$102,500		\$104,550		\$106,641
Step 5	\$105,000		\$107,100		\$109,242
Step 6	\$107,500		\$109,650		\$111,843
Step 7	\$110,000		\$112,200		\$114,444
Step 8	\$112,500		\$114,750		\$117,045
Step 9	\$115,000		\$117,300		\$119,646
Step 10	\$117,500		\$119,850		\$122,247
Step 11	\$120,000		\$122,400		\$124,848
Step 12	\$122,500		\$124,950		\$127,449
DOCTORATE	\$8,226		\$8,391		\$8,559

APPENDIX A-3**ADMINISTRATIVE SALARY SCHEDULE**

	2021-2022		2022-2023		2023-2024
Step 1	\$80,000		\$81,600		\$83,232
Step 2	\$82,500		\$84,150		\$85,833
Step 3	\$85,000		\$86,700		\$88,434
Step 4	\$87,500		\$89,250		\$91,035
Step 5	\$90,000		\$91,800		\$93,636
Step 6	\$92,000		\$93,840		\$95,717
Step 7	\$97,500		\$99,450		\$101,439
Step 8	\$100,000		\$102,000		\$104,040
Step 9	\$102,500		\$104,550		\$106,641
Step 10	\$105,000		\$107,100		\$109,242
DOCTORATE	\$8,226		\$8,391		\$8,559