

Memorandum of Agreement

between the

Fall River School Committee

and the

Fall River Federation of Paraprofessionals, AFTMA, AFL-CIO

This Memorandum of Agreement is entered into by and between the Fall River School Committee (hereinafter the Committee) and the Fall River Federation of Paraprofessionals (hereinafter the Federation).

Whereas, the Committee and the Federation are parties to a Collective Bargaining Agreement for the period July 1, 2013 through June 30, 2014; and

Whereas, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement ; and

Whereas the negotiating subcommittee of the Committee acting subject to the ratification of this Memorandum of Agreement by the full School Committee to whom the subcommittee agrees to recommend acceptance, and the negotiating subcommittee of the Federation, acting subject to the ratification of this Agreement by the membership of the Federation to whom the negotiating subcommittee agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect from July 1, 2014 through June 30, 2017.

Now, therefore, the parties agree as follows:

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective July 1, 2013 through June 30, 2014 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement.

All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

2. Article VI: Working Conditions

Amend to read as follows:

5. Work Load
- B. Effective July 1, 2016, paraprofessionals used as substitute teachers at the elementary, middle, and high school level will be compensated at a rate of \$5.00 per period over and above their regular rate of pay.

3. Article VI: Working Conditions

Add a new subsection to read as follows:

5. Work Load

- G. Paraprofessionals hired to perform the functions of a CNA must possess a CNA license. In such instances, other requirements will be waived.

4. Article VI: Working Conditions

Amend to read as follows:

12. Vacancies/New Positions

- A. When vacancies occur and new positions are required, notice of said vacancies and new positions shall be posted, at least ten (10) days prior to the Superintendent's action. All positions will be posted on the FRPS website.

5. Article VII: Leaves of Absence

Amend to read as follows:

1. Effective July 1, 2016, paraprofessionals will be entitled to the following temporary leaves of absence with pay each year:
- c. Up to five (5) days for each death in the immediate family as defined in section A., and in addition for mother - and father - in - law, siblings, grandparents, and grandchildren.

6. Article VIII: Extended Leaves of Absence

Amend to read as follows:

1. Paraprofessionals may be granted an unpaid leave at the discretion of the Superintendent for the following reasons: prolonged illness, professional development, to serve in public office, or for any other reason which would benefit the Fall River Public Schools. Leave of absence will be for a maximum of two (2) years. An employee wishing to take a personal leave of absence must submit a written request to the Superintendent or his/her designee.

7. Article X: Compensation

Amend to read as follows:

3. Paraprofessionals will be paid bi-weekly. Longevity payments shall be issued in separate checks.

8. Article X: Compensation

Amend to read as follows:

9. Perfect attendance

Effective July 1, 2016 paraprofessionals who have perfect sick leave attendance during a school year shall receive \$350 within thirty (30) days following the last day of the school year. Paraprofessionals who have one sick day shall receive \$200 within thirty (30) days following the last school day. Paraprofessionals who have 2-3 sick days shall receive \$150 within thirty (30) days following the last school day. Personal days, school business days, and bereavement days will not affect the perfect attendance policy.

10. Appendix A

Amend to read as follows:

LONGEVITY

After 5 years:	\$500.00
After 10 years:	\$600.00
After 15 years:	\$700.00
After 20 years:	\$800.00
After 25 years:	\$900.00
After 30 years:	\$1,000.00
After 35 years:	\$1,100.00
After 40 years:	\$1,200.00

11. Salary

Effective July 1, 2014:	30 cents increase to each step on the schedule
Effective July 1, 2015:	42 cents increase to each step on the schedule
Effective July 1, 2016:	42 cents increase to each step on the schedule

SIGNED THIS 9-2-16 DAY OF ~~AUGUST~~ 2016

Stacey Alves
FRPP president

[Signature]
Legislative Counsel

For the Federation

For the Committee