

Memorandum of Agreement

between

The Fall River School Committee

and

The Fall River Federation of Paraprofessionals, Local 4851

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, 2021 through June 30, 2024; and,

WHEREAS, the Committee and the Federation have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 1, 2024.

NOW, THEREFORE, the Negotiating Team of the Committee, acting subject to the ratification of this Memorandum of Agreement by the Fall River School Committee, and the Negotiating Team of the Federation, acting subject to the ratification of this Agreement by the membership of the Fall River Federation of Paraprofessionals agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period July 1, 2021 through June 30, 2024 shall remain in full force and effect for the period July 1, 2024 through June 30, 2027, except as modified below.

1. 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:

3. Hours

A.1. Special Education Paraprofessional(s) who work in substantially separate self-contained classrooms and work primarily with 502.4 prototype students, as determined by the Assistant Superintendent of Special Needs, may be required to eat lunch with the children. In those cases only, lunch will be considered part of the workday. These Paraprofessional(s) shall continue to receive their fifteen (15) minute morning duty-free period. Within the time of 7:15 a.m. to 3:30 p.m., the workday will be seven (7) continuous hours

3. Article VI: Working Conditions

Amend to read as follows:

5. Work Load

A. Paraprofessional(s) may be required to perform the following duties:

1. Supervise cafeterias, playgrounds, hallways, busses, and yard duties. In these instances there will be an administrator or teacher in charge who will be available to handle serious disciplinary issues. Paraprofessionals will be provided with walkie-talkies for the purpose of communicating with the administrator and/or teacher.

4. Article VI: Working Conditions

Amend to read as follows:

5. Work Load

B. Paraprofessional(s) used as substitute teachers at the elementary and middle, and high school level will be compensated at a rate of \$15.00 per period, over and above their regular rate of pay.

5. Article VI: Working Conditions

Amend to read as follows:

12. Vacancies/New Positions

D. The Fall River School District seeks to hire the best match between the qualifications of an applicant and the duties of the position. Qualified Paraprofessional(s) in the Fall River School System, covered by this Agreement will be given preference over outside applicants with similar education, training, and experience.

6. Article VI: Working Conditions

Create a new section 20 to read as follows:

20. Recordkeeping Software Platform

Employees will maintain their use of accrued time and attendance records using the district's automated system (Frontline). Employees will be trained in all relevant Frontline system procedure. Employees will use Frontline to notify the district of absences and for the maintenance overtime records

7. Article VII: Leaves of Absence

Amend to read as follows:

1. Paraprofessional(s) will be entitled to the following temporary leaves of absence with pay each year:

C. In the event of a death in the immediate family, Paraprofessionals shall be entitled to a leave of absence for five (5) consecutive school days at the time of death in the immediate family without loss of salary or loss of credit from accruals or cumulative leave. The term immediate family shall include spouse, parent, grandparent, grandchild, child, sibling, or such in-laws and such step-family members, and live in companion. This language also applies to the loss of a child in the case of miscarriage by the employee or their partner.

8. Article VII: Leaves of Absence

Amend to read as follows:

Quarantine

Absence due to quarantine periods within the household of a Paraprofessional shall be paid for in full and shall not apply against the credit of sick leave, provided the quarantine is 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 the employee shall present a certificate by the appropriate controlling authorities permitting them to return to school.

9. Article VIII: Extended Leaves of Absence

Amend to read as follows:

1. Parental Leave

A. Any member who leaves a paraprofessional 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 their 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 their departure date, with the same status, pay and seniority as if they had not been absent.

Members shall be entitled to 12-weeks parental leave, 14-weeks Caesarian section leave following the birth or adoption of a child. During such, leave members shall be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA:

- Up to 4 work weeks of paid Parental Leave, on consecutive work days, not from sick time.
- The Leave must begin within 4 months of the date of birth or adoption of their child.
- If both parents are employees of the Fall River Public Schools, each parent will be entitled to the full leave.
- The salary is prorated for less than full-time employees.
- The employee must be employed for a minimum of three (3) months to be eligible for this benefit.

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.

The employer may require that the employee produce medical certification that they are physically able to resume her work before returning to the job.

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.

The Committee shall comply with the Family Medical Leave Act for all bargaining unit members who qualify under the terms of the Act.

10. Article IX: Fringe Benefits

Amend to read as follows:

2.

If a Paraprofessional is absent before or after a holiday, and the absence is documented and approved, a Paraprofessional will receive payment for said day. Paraprofessionals must be in a paid status (including paid leave) before and after the holiday to qualify for the paid holiday.

11. Article X: Compensation

Amend to read as follows:

5. Paraprofessional(s) will not usually be required to use private automobiles for school

business. In cases where Paraprofessional(s) are assigned to more than one (1) school in any one (1) school day, they will receive the IRS standard per mile rate for all interschool driving done by them. Paraprofessional(s) will log their mileage and be paid monthly.

12. Article X: Compensation

Amend to read as follows:

9. Perfect Attendance

Paraprofessional(s) who have perfect sick leave attendance during a school year shall receive up to \$400.

Perfect Attendance for the first 45 days of school will be paid at \$100. Perfect attendance for the second 45 days will be paid \$100. Perfect Attendance for the third 45 days of school will be paid at \$100. Perfect attendance for the last 45 days will be paid \$100.

Paraprofessional(s) who have one sick day shall receive \$200 within thirty (30) days of the last day of school of that school year. Paraprofessional(s) who have 2-3 sick days shall receive \$150 within thirty (30) days of the last day of school of that school year. Personal days, school business days, and bereavement days will not affect the perfect attendance policy. Paraprofessionals who begin employment after the start of the work year but otherwise have perfect attendance receive the \$200 prorated to the number of days employed compared to the number of workdays that year.

13. Article X: Compensation

Create a new subsection 11 to read as follows:

The anticipated annual earnings of paraprofessionals (based on contracted hourly rate and anticipated full-time employment) will be paid in 22 equal paychecks. During the paraprofessional work year, paraprofessionals will be paid every other week, beginning the second Friday of the school year. Paychecks will be prorated for employees who enter no-pay status and those whose employment is terminated.

14. Article 13: Duration

Amend to read as follows:

This Agreement and each of its provisions shall be effective as of July 1, 2024 and shall be in full force and effect through June 30, 2027.

15. Article XVII: Performance Evaluation

Amend to read as follows:

Section 3. Evaluations:

At year's end, an evaluation of the employee will be conducted by the principal or another building administrator who has full knowledge of the employee. The fundamental purpose of the performance appraisal process involves the improvement of professional growth and development. Evaluations are based on the following criteria:

16. Create a new Article XVIII: Health & Safety Committee

To read as follows

1. There shall be a Health & Safety Committee comprised of two (2) representatives of the Federation and two individuals representing the District. The Committee's function is to discuss health and safety issues affecting the workplace. The Committee shall meet periodically as needed on a date and time that is mutually agreeable.
2. Perceived unsafe conditions shall be reported to the building Principal and the Committee.
3. No employee work shall during declared states of emergency.

17. Create a new Article XIX: Mentoring Program

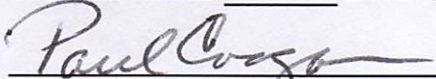
To read as follows:

A joint Labor-Management committee comprised of two (2) individuals representing the Federation and two (2) individuals representing the School Committee will be established to discuss the creation of a mentoring program. Beginning in July 2025 the joint committee shall commence with good faith deliberations over the topic and will continue to meet on a regular basis. The joint committee will present a recommendation to the parties by September 1, 2025. The School Committee and Federation will then negotiate the implementation of a mentoring program into the cba to be effective beginning in the 2025-2026 school year.

18. Appendix A: SALARY SCHEDULE

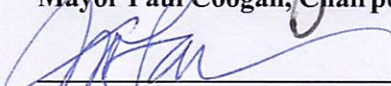
	7/1/24	7/1/25	7/1/26
Step 1:	\$21.41	\$23.02	\$24.75
Step 2:	\$21.65	\$23.27	\$25.02
Step 3:	\$21.90	\$23.54	\$25.31
Step 4:	\$22.25	\$23.92	\$25.71
Step 5:	\$22.38	\$24.06	\$25.86
Step 6:	\$22.78	\$24.49	\$26.33

SIGNED THIS _____ DAY OF _____ 2025



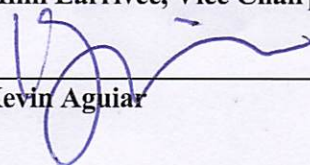
Mayor Paul Coogan, Chairperson

10/20/2025



Mimi Larrivee, Vice Chairperson

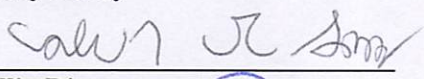
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Kevin Aguiar

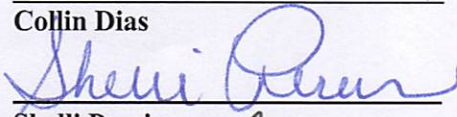
10/20/2025

Bobby Bailey



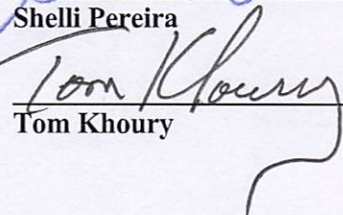
Collin Dias

10/20/2025



Shelli Pereira

10/20/2025

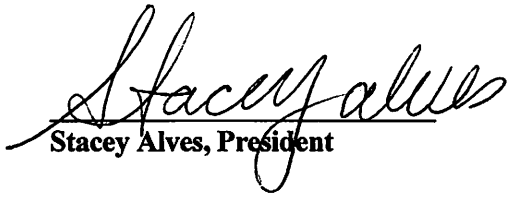


Tom Khoury

10/20/2025

For the Committee

For the Federation


Stacey Alves, President

11-13-25

For the Federation
