

Memorandum of Agreement

between

The Fall River School Committee

and

The Fall River School Department Clerical Employees Association

This Memorandum of Agreement is entered into by and between the Fall River School Committee (hereinafter the "Committee") and the Fall River School Department Clerical Employees Association (hereinafter the "Association").

WHEREAS, the Committee and the Association are parties to a Collective Bargaining Agreement for the period July 1, 2021 through June 30, 2024; and,

WHEREAS, the Committee and the Association 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 Association, acting subject to the ratification of this Agreement by the membership of the Fall River School Department Clerical Employees Association 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 V – Vacancies and Promotions

Amend to read as follows:

1. Written notices of vacancies shall be posted where all employees have access. Notices of vacant positions should be posted using the online job posting platform.
2. The said written notice of vacant positions shall indicate the position and the date within which applications should be filed with the Superintendent of Schools. Such date shall not be less than ten (10) days from the date of the posting of the notice, except in cases of emergency. Employees who desire to apply for any such position or vacancy shall submit their applications in writing (to the Superintendent of Schools or) through the online job posting within the time limit specified in the notice announcing the vacancy.

3. Article VI – Hours of Work

Amend to read as follows:

- a. Central Administration Clerk Hours
Normal hours: 8:00 A.M. to 4:00 P.M.
Summer hours: 8:00 A.M. to 3:00 P.M.

If it is required that the position remain open to accommodate work shifts of other personnel classifications, a rotating schedule utilizing available clerks/staff within the Administration Building will be set up to provide position coverage as necessary.

4. Article VI – Hours of Work

Amend to read as follows:

SCHOOL BUILDING OFFICE CLERKS: Effective January 1, 2023, School Clerks for the office in each school, and the following offices at Durfee High School: One clerk at each grade level offices (9th, 10th, 11th, and 12th grades, and the Athletic Director's office will work an additional hour during the 180 school days, typically 30 minutes before school starts and 30 minutes after the end of the school day.

5. Article VI – Hours of Work

Create a new subsection C to read as follows:

C. NON ADMINISTRATIVE DUTIES AND RESPONSIBILITIES

Employees will not perform duties reasonably understood as administrative responsibilities. Employees will not be identified as gradebook managers, or otherwise have access to administrator gradebooks, nor shall they be responsible for making decisions related to grading or scheduling.

6. Article VI – Hours of Work

Incorporate the following:

Summer hours

Clerk Hours/Summer Hours

Classification	"Normal" Hours	"Summer Hours"	lunch/ "summer" lunch	break(s)	Summer Hours Defined

Ad Bldg	8-4	8-3	1 hour/1 hour	2x15	Any day when school is not in session
Transportation	8-4	8-3	1 hour/1 hour	2x15	Any day when school is not in session
School Office*	8 hours	6	½ hour/½ hour	2x15	Any day when school is not in session
Facilities	8-4	8-3	1 hour/1 hour	2x15	Any day when school is not in session
Finance**	8-4	8-3	1 hour/1 hour	2x15	** Any day when school is not in session, with the exception of June 1-July 1
PACE	8-4	35 hours	1 hour/1 hour	2x15	Any day when school is not in session
SPED	8-4	8-3	1 hour/1 hour	2x15	Any day when school is not in session

* During the month of July, School Office clerks may be assigned to assist in other clerical settings for up to 5 days, so long as it does not adversely affect their ability to perform their normal duties and responsibilities as determined by the principal. The principal's determination shall not be arbitrary or capricious.

** Finance Department clerks will be compensated for one additional hour each day, from June 1-July 1.

7. Article IX - Holidays

Remove teacher's convention day

8. Article IX - Holidays

Create a new subsection 7 to read as follows:

7. Employees will be released within one (1) hour of teacher dismissal on the Wednesday preceding Thanksgiving

9. Article XI: Parental Leave

Amend to read as follows:

1. A. Any member who leaves a clerical 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.

10. Article XII – Sick Leave and Sick Bank

Amend to read as follows:

6. Absence due to quarantine period within the household of a clerical employee shall be paid for in full and shall not apply against the credit of sick leave, 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 period, the employee shall present a certificate by the appropriate controlling authorities permitting them to return to work.

11. Article XII – Sick Leave and Sick Bank

Amend to read as follows:

- | | | |
|-----|--|----------------|
| 13. | Perfect Attendance: | \$400 per year |
| | Perfect attendance for the 1 st three months: | \$100 |
| | Perfect attendance for the 2 nd three months: | \$100 |
| | Perfect attendance for the 3 rd three months: | \$100 |
| | Perfect attendance the last three months: | \$100 |

12. Article XIV – Leaves With Pay

Amend to read as follows:

4. FUNERAL LEAVE - In the event of a death in the immediate family, employees 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.

13. Article XVIII - Miscellaneous

Amend to read as follows:

1. Communication to employees will be distributed via the district communication platform (Parent Square) and emails.

14. Article XVIII - Miscellaneous

Create a new subsection 16 to read as follows:

16. APPROPRIATE APPEARANCE - Clerks shall maintain a neat and clean appearance. Clerks shall wear clothing consistent with maintaining a business casual professional environment. It is recognized that expectations may vary depending on the assignment. It is also recognized that for some special events or projects such as field days or fund raising activities, the guidelines for professional appearance may vary. Clerk appearance shall not be addressed in the evaluation unless they have been advised of such a concern at a previous meeting in which reasonable expectation was clearly set forth, and they were provided with reasonable time to address the issue and the expectation was not met.

15. Article XXIII - Evaluations

A sub-committee will be established to review the process and make recommendations to the parties to negotiate into the cba while the current evaluation procedure remains in place.

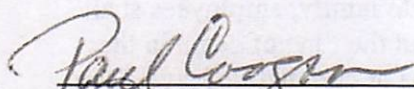
16. Appendix B – Summary of Salary Increases

Effective July 1, 2024: 5% increase to each step on the salary schedule

Effective July 1, 2025: 5% increase to each step on the salary schedule

Effective July 1, 2026: 5% increase to each step on the salary schedule

SIGNED THIS _____ DAY OF SEPTEMBER 2025



Mayor Paul Coogan, Chairperson

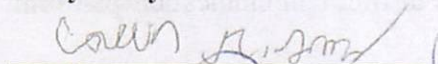


Mimi Larrivee, Vice Chairperson



Kevin Aguiar

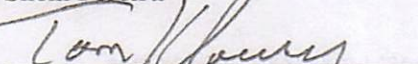
Bobby Bailey



Collin Dias



Shelli Pereira



Tom Khoury

For the Committee

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/20/2025

For the Federation

For the Federation

Pamela Gomes
Pamela Gomes, President

Blyth Egan
Blyth Egan, Vice President

Maureen V. Pereira
Maureen Pereira, Treasurer

Pauline F. Dumais
Pauline Dumais, Secretary

Colleen Setner
Colleen Setner SENTNER

11/13/25

11/18/25

11/13/2025

11/13/2025

11/13/25