

MEMORANDUM OF AGREEMENT

The Springfield School Committee and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO agree to the following specific modifications to the Collective Bargaining Agreement between the Parties. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from July 1, 2017 through June 30, 2020 shall remain in effect with the following amendments:

1. **ARTICLE I FEDERATION RECOGNITION AND DEFINITIONS.** The Parties have agreed to the use of the term “Para-educator” in place of “Paraprofessional”. The Parties have agreed to work together in order to determine where it is appropriate to make this change throughout this Article and the remainder of the collective bargaining agreement.
2. **ARTICLE V WORKING CONDITIONS. Section B. School Facilities.** Revise Section B (2) to read as follows: “~~To the extent possible, e~~Each paraprofessional shall be provided with a space for his/her exclusive use in which he/she may securely store his/her *personal belongings*, instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.”
3. **ARTICLE V WORKING CONDITIONS. Section F. Length of Work Day and Work Year.** Revise Section 1b to read as follows: “*The workday for LPNs will consist of seven (7) hours exclusive of duty free lunch. The workday for Health Assistants will consist of 7.5 hours, including a paid half hour lunch for which the Health Assistant will be required to remain in the building.*”
4. **ARTICLE V WORKING CONDITIONS. Section F. Length of Work Day and Work Year.** Revise Section 3B, 3rd paragraph as follows:

“These days will be for training of staff in areas appropriate and pertinent to their assigned tasks within the system. (Nurses Certified Nursing Assistants, Licensed Practical Nurses, Health Assistants, Occupational Therapy Assistants and Physical Therapy Assistants may be different and may include content that will provide continuing education contact hours as required for certification/license renewal.) The Federation will assist the School Department in developing the curriculum for these days.”
5. **ARTICLE V WORKING CONDITIONS. Section M. Reduction in Force Procedure.** Revise subsection 1(a) to read as follows: “~~Paraprofessionals, teacher paraprofessionals, library paraprofessional, reading paraprofessionals, instructional paraprofessionals, all other paraprofessionals~~ *Para-educators*, excluding volunteers.”
6. **ARTICLE V WORKING CONDITIONS. Job Site Paraprofessionals.** The Parties have agreed to incorporate the terms of the Memorandum of Agreement, dated May 15, 2019 regarding Job Site Paraprofessionals. That section of the MOA which refers to pay rates has been amended by virtue of the negotiated pay increases contemplated by this Memorandum of Agreement and the salary schedule for job site paraprofessionals will appear with all other salary schedules for this bargaining unit. Accordingly, Insert a New Section O as follows and re-letter remaining sections as necessary:

“O. Job Site Paraprofessionals

1. *Paraprofessionals assigned to work at off-school site programs (e.g. Goodwill, Big Y, other work sites designated by the Employer), hereinafter referred to as "Job Site Paraprofessionals"*
2. *Job Site Paraprofessionals assigned to work at off-school site programs (e.g. Goodwill, Big Y, other work sites designated by the Employer) will work a regular work day of seven (7) hours per day, inclusive of a paid meal break and transportation (if the employee travels from the assigned school to and from the work site). It is understood and agreed that Paraprofessionals at these work sites will take their meal break with the students in the program and may be required to assist these students during their meal period.*
3. *At the Employer's discretion Job Site paraprofessionals will be directed to: a. report directly to the work site at the beginning of the school day and leave directly from the work site at the end of the school day. b. report to the school at the beginning of the school day and leave from the school at the end of the school day. or c. report to a school and ride on school transportation with their assigned students to and from the work site and leave from the school at the end of the workday.*
4. *Employees who must drive their own vehicle and who are assigned to a work site outside of the City of Springfield will be reimbursed for mileage at the mileage reimbursement rate established by the City of Springfield Comptroller. Said mileage will be paid from the employee's residence or assigned school (whichever is closer) to the work site.*
5. *Job Site Paraprofessionals will not be eligible for compensation for Substitute Teacher coverage. Job Site Paraprofessionals will not be eligible for additional compensation for meal coverage or for riding a school bus without a Bus Monitor as these duties will be performed during the seven (7) hour workday referenced above for which the Job Site Paraprofessional will be receiving their regular hourly rate.*
6. *Job Site Paraprofessional vacancies that occur after the commencement of a school year and before the conclusion of said year will be posted internally for application by members of the bargaining unit."*
7. **ARTICLE VI TRANSFERS OR RE-ASSIGNMENT. Section C. Pilot Transfer Program.** Make the Pilot Transfer Program permanent and revise language accordingly to align with agreement to make this a permanent section of the collective bargaining agreement. Accordingly, delete "Pilot" from Section C title and delete the following first two sentences from the first paragraph: ~~"The parties have agreed to a pilot transfer program. The terms of said program, which are listed below, shall remain in effect until June 30, 2020."~~
8. **ARTICLE VII LEAVES WITH PAY. A. Disability and Emergency.** Delete Subsection 7(a) as follows: ~~"Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his/her employment."~~

9. **ARTICLE VII LEAVES WITH PAY. A. Disability and Emergency.** Delete Subsection 7(b) as follows: “The cost of any medical or hospital services (over and above the amount of any insurance reimbursement and Workman’s Compensation received by said paraprofessional) incurred as the result of any assault suffered in the course of his/her employment.”

10. **ARTICLE VII LEAVES WITH PAY. Section H. Bereavement Leave.** Add the following language to the end of Section 1(b): “*The benefits of this paragraph would apply to step-parent, step-sibling, step-child, step-grandchild or step-grandparent.*”

11. **ARTICLE VII LEAVES WITH PAY. Section K. Holidays.** Revise this Section as follows:

“Salary shall be based on the work year as defined in Article V.G, plus the following fourteen (14) paid holidays, namely; Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days’ pay), Christmas Day (3 days’ pay), New Year’s Day, Martin Luther King Day, President’s Day, Patriot’s Day, Good Friday, and Memorial Day, plus any day when schools are closed due to an emergency and the day is not rescheduled at a later date during the same school year (see arbitration award dated July 27, 2010 defining paid school days). *When Juneteenth is observed on a date that falls during the school year, it shall be defined as a paid holiday.*”

~~*Tutors/Fellows shall only be paid for Thanksgiving (2 days) and Christmas (3 days) in the 2017-18 school year. Tutors/Fellows shall only be paid for Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days), Christmas (3 days), New Year’s Day and Martin Luther King’s Birthday in the 2018-19 school year. Tutors/Fellows shall receive all paid holidays listed in this section commencing with the 2019-20 school year.*~~

12. **ARTICLE XI IN-SERVICE TRAINING Section B. In-Service Training Programs.** Revise fifth paragraph to read as follows:

“Unit members who serve in the Licensed Practical Nurse, *Health Assistants (LPN), COTA’s or PTA’s* classifications shall be entitled to reimbursement of up to \$150.00 of continuing education credit each year, provided such courses are approved in advance by an appropriate administrator. License renewals shall not be reimbursed under the provisions of this agreement.”

13. **ARTICLE XIII PARAPROFESSIONAL PROTECTION. Section B. Damage or Loss of Property.** Revise Section 3(a) to read as follows: “Any clothing or other personal property damaged or destroyed as a result of ~~an assault~~ *a battery* suffered in the course of his employment, *but not to exceed \$1,000.00.*”

14. **ARTICLE XIII PARAPROFESSIONAL PROTECTION. Section B. Damage or Loss of Property.** Revise Section 3(b) to read as follows: “The cost of any medical, surgical or hospital services (over and above the amount of any insurance reimbursement and ~~Workers~~ *Workmen’s* Compensation received by said paraprofessional) incurred as the result of ~~any assault~~ *a battery* suffered in the course of his employment, *but not to exceed \$5,000.00.*”

15. **ARTICLE XXIII DURATION:** Amend this Article to reflect that the Parties have agreed to a one year contract for the period of July 1 2020 through June 30, 2021, followed by a three year contract for the period of July 1, 2021 through June 30, 2024.

16. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Replace the second paragraph with the following language: *“The Parties have agreed that effective retroactive to July 1, 2020, the salary schedules appearing in Appendix A for the categories of ‘Paraprofessionals and Certified Nursing Assistants’, ‘Licensed Practical Nurses, Health Assistants and Assistant Teachers’, ‘Occupational Therapy Assistants and Physical Therapy Assistants’ and the salary schedule for ‘Job Site Paraprofessionals’ from the Parties Memorandum of Agreement dated May 15, 2019, shall be increased by two percent (2%). The ‘No Credits’ category appearing in the any of those salary schedules shall be eliminated. There shall be no increase to the ‘Tutors/Fellows’ salary schedule as the District does not employ any such Tutors or Fellows. The ‘Job Site Paraprofessionals’ salary schedule shall be included in the collective bargaining agreement along with the other referenced salary schedules. The negotiated increase to these schedules is reflected in the salary schedules attached hereto.”*
17. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Insert a new third paragraph as follows: *“The Parties have agreed that effective retroactive to July 1, 2021, the salary schedules for the above-referenced categories of employees have been modified and increased. The modified salary schedules are reflected in the salary schedules attached hereto.”*
18. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Insert a new fourth paragraph as follows: *“The Parties have agreed that effective on July 1, 2022, all salary schedules shall be increased by two percent (2%). The Parties have further agreed that effective on July 1, 2023, all salary schedules shall be increased by an additional two percent (2%). The negotiated increases to these schedules are reflected in the salary schedules attached hereto.”*
19. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Revise existing sixth paragraph to read as follows: *“Any Unit D member hired will be paid their contractual hourly rate according to years of service in Springfield, and at the discretion of the Human Resources Department, full years of service as a paraprofessional, teacher, or in another directly related type of position outside of the district . Whatever the credit allowed for experience or training when a staff member enters the system and whatever the salary fixed at that time, such credit and such salary stand as final, subject to adjustment only upon the approval of the Superintendent of Schools.”*
20. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Add the following new paragraph after the existing sixth paragraph: *“Current employees will be eligible to have their step placement adjusted based upon submission of satisfactory years of service proof of prior work experience as a paraprofessional, teacher, or in another directly related type of position outside of the district. Such proof shall be submitted no later than June 15, 2022 to the Human Resources Department. If approved, the adjustment shall be effective on the first day of the 2022/23 school year.”*
21. **ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Add a subsection A (2) as follows :
- “A. 2. Basis for Advancement in Degree Status**
1. A request for advanced salary rating must:

- a. *Bear the approval of the Superintendent or designee.*
- b. *Include official sealed transcripts indicating degree obtained.*
- c. *Be filed with Human Resources on the forms provided.*

2. *The timeline for filing requests for advancement on the salary schedule is as follows:*

a. *To advance on the salary schedule for the first official scheduled paraprofessional work day, of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before September 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after September 20th is not considered until the following February for a pro rata advancement on February 1.*

b. *To advance on February 1st of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before February 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after February 20th is not considered until the following September for advancement for the first official scheduled paraprofessional work day in the following school year.*

c. *After September 20th or February 20th, the salaries of paraprofessionals are not changed during the current year except to correct a clerical error, or an error fixing a salary inconsistent with the terms of whatever schedule may apply. With the exception of the correction of a clerical error, salary advancements will only be applied prospectively and not retroactively.”*

22. ARTICLE XIX COMPENSATION. B. Other Payments. Revise Section B(2) to read as follows:

“Effective with the start of the 2022/2023 school year, Paraprofessionals who serve as instructors to either Teachers or Paraprofessionals for a full day on Professional Development Day will receive a flat rate of one-hundred-and-fifty dollars (~~150.00~~) eighty dollars (\$180.00) plus their regular daily rate.”

23. ARTICLE XIX COMPENSATION. B. Other Payments. Revise Section B(3) to read as follows:

“Effective with the start of the 2022/2023 school year, Paraprofessionals who serve as instructors to other Paras for orientation and training shall receive a flat rate of ~~twenty-five dollars (\$25.00)~~ thirty dollars (\$30.00) per hour plus their regular/hourly rate.”

24. HOUSEKEEPING CHANGES. The Parties have agreed to make the following non-substantive housekeeping changes to the collective bargaining agreement at the time of the integration of the other changes identified herein into the collective bargaining agreement:

- a. *Art. V.A.1 replace “on the school bulletin boards, and a copy furnished to the Federation Representative in each building.” with “electronically”.*
- b. *Art. V.A.3 delete and replace with “The names and school addresses of all members of the staff will be posted electronically.”*

- c. *Art. V.K.2g add “CNA’s” after “Health Assistants”*
- d. *Art. V.M.(1) replace “Section I” with “Section J”*
- e. *Art. VI. A delete*
- f. *Art. VI. B second sentence delete “with a copy to the Federation in Boston.”*
- g. *Art. VII.M change at beginning of second paragraph “Subject to the provisions of this Article ~~each~~ ~~paraprofessional~~ **an employee who has completed 120 days in Unit D**, may”*
- h. *ART. XV delete 5.Payment to Springfield Teachers’ Credit Union and*
- i. *Art. XVI.A.1 add “(alternatively the position may be posted on the School Department’s website).”*
- j. *Art. XVI.B.1 add “(in the event that the School Department posts the position electronically, applications must be filed electronically).”*
- k. *In all instances where “he” or “she” appears replace with “he/she/they”*
- l. *In all instances where “her” or “him” appears replace with “him/her/them”*

25. **Integrated Contract Document.** The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.

26. This Agreement is subject to ratification by the Union and ratification by the School Committee.

For the Union:

For the School Committee:

Dated: April , 2022

Dated: April , 2022