

CONTRACT
BETWEEN THE
SPRINGFIELD SCHOOL COMMITTEE
AND THE
SPRINGFIELD FEDERATION OF PARAPROFESSIONALS, LOCAL
4098
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

July 1, 2014 Through June 30, 2016

TABLE OF CONTENTS

TABLE OF CONTENTS ii

ARTICLE I FEDERATION RECOGNITION AND DEFINITIONS 1

 A. Federation Recognition 1

 B. Definitions 1

ARTICLE II COMMITTEE RIGHTS 1

ARTICLE III EXISTING CONDITIONS OF EMPLOYMENT 2

ARTICLE IV FAIR PRACTICES 2

ARTICLE V WORKING CONDITIONS 3

 A. Notices and Announcements 3

 B. School Facilities 4

 C. School Supplies 4

 D. Substitutes 4

 E. Paraprofessional Assignment 6

 F. Length of Work Day and Work Year 6

 G. Duty Free Lunch & Break 8

 H. Employment List 10

 I. Diapering/Toileting 10

 J. Program Termination Due to Cut-off or Reduction of
 Federal Funding 14

 K. Reduction in Force Procedure 14

 L. Employment 16

 M. Agency Fees 17

 N. Work Week 18

 O. Non-instructional Supervision 18

 P. School Centered Decision Making Team 19

 Q. Joint Labor Management Committee 19

ARTICLE VI TRANSFERS OR RE-ASSIGNMENT 19

 A. Transfers 19

 B. Postings 20

ARTICLE VII LEAVES WITH PAY 20

 A. Disability and Emergency 20

 B. Reserve Duty 25

 C. Selective Service Examination 25

 D. Paraprofessional Improvement 25

 E. Graduation 25

 F. Early Dismissal for Summer School 26

 G. Religious Leave 26

 H. Bereavement Leave 26

 I. Sick Leave Conversion Upon Retirement or Death (Effective
 September 1.1982) 28

 J. Legal or Business Day 28

 K. Holidays 28

L. Continuous Service	29
ARTICLE VIII LEAVES OF ABSENCE WITHOUT PAY	29
A. Maternity Leave	29
B. Military Leave	30
C. Personal Need	30
D. Federation Leave	30
E. Maintenance of Rights	31
F. Requests for Leave	31
ARTICLE IX FRINGE BENEFITS	31
A. Group Insurance and Health Insurance	31
B. Pension and Retirement	31
C. Tax Sheltered Annuity	32
D. Workers Compensation	32
ARTICLE X ACADEMIC FREEDOM	32
ARTICLE XI IN-SERVICE TRAINING	32
ARTICLE XII EVALUATION OF PERSONNEL AND PERSONNEL FILES ...	35
A. Evaluation	35
B. Rating and Discriminatory Action	36
C. Personnel Files	36
ARTICLE XIII PARAPROFESSIONAL PROTECTION	37
A. Assistance in Assault Cases	37
B. Damage or Loss of Property	38
C. Indemnification of Paraprofessionals	38
ARTICLE XIV FEDERATION RIGHTS AND RESPONSIBILITIES	39
A. Federation Representation, Negotiation, Business and Meetings	39
B. Federation Activity at the School Level (Building Representatives)	41
ARTICLE XV DEDUCTIONS	43
ARTICLE XVI SUMMER SCHOOL	44
A. Appointments	44
B. Applications	45
ARTICLE XVII ADULT EDUCATION	45
A. Applications	45
B. Appointments	45
ARTICLE XVIII GRIEVANCE PROCEDURE	45
A. Definitions	46
B. General Provisions	46
C. Procedures	47
STEP 1 - Informal Discussion	47
STEP 2 - Principal or Immediate Superior	47
STEP 3 - Superintendent of Schools	47
STEP 4 - Arbitration	48
ARTICLE XIX COMPENSATION	49
A. Basic Salary Schedule	49

B. Other Payments	50
C. Salary Payment	51
D. Retirement Allowance	51
E. Required Activities Before and/or After the Regular School Year	51
F. Mileage Allowance	51
G. Pupil Transport	52
ARTICLE XX AMENDMENT	52
ARTICLE XXI SAVING CLAUSE	52
ARTICLE XXII RESOLUTION OF DIFFERENCES OF PEACEFUL MEANS ...	52
ARTICLE XXIII DURATION	53
Signature Page	54
APPENDIX A PARAPROFESSIONALS and C.N.A.s	i
APPENDIX A LPN, HEALTH ASSISTANTS, ASSISTANT TEACHERS	ii
APPENDIX A OT/PT ASSISTANTS	iii
PARAPROFESSIONALS' CALENDAR	iv
SIDE LETTERS OF AGREEMENT	v

ARTICLE I
FEDERATION RECOGNITION AND DEFINITIONS

A. Federation Recognition

The Springfield School Committee recognizes the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent and representative of Paraprofessional employees of the Springfield Public Schools for the purpose of collective bargaining with respect to hours, wages, and conditions of employment. Such unit shall include Paraprofessionals, CNA's, LPN's, Health Assistants, Assistant Teachers and Occupational and Physical Therapist Assistants (OTA/PTA)

B. Definitions

The term "Committee" as used in this Agreement means the Springfield School Committee.

The term "parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement.

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.

Whenever a personal noun is used, it is understood to indicate both male and female.

The term "paraprofessional" and the term "person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article I.

The term "Federation Representative" as used in this Agreement means any duly authorized designee of the Federation.

ARTICLE II
COMMITTEE RIGHTS

The Committee 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

Committee under the statutes of the Commonwealth or the Rules and Regulations of the agencies of the Commonwealth.

Except as otherwise provided in this Agreement, the Committee retains all powers, rights, duties and authority which it had prior to entering into this Agreement. The exercise of said powers, rights, duties and authority shall not be subject to the Grievance Procedure and/or Arbitration.

ARTICLE III EXISTING CONDITIONS OF EMPLOYMENT

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union. Any matter not covered in this Agreement which is a proper subject for collective bargaining may be raised by either party (for consultation and negotiation) and the Committee agrees it will make no change without prior consultation and negotiation with the Union as provided by Chapter 150E. Being a mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE IV FAIR PRACTICES

As sole collective bargaining agent, the Federation will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.

The Committee and the Federation agree that there will be no discrimination in the hiring of employees in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, marital status, or participation in any organizational activities except where compliance with law or legal directives require specific action by the School Committee.

Notwithstanding any Article or Articles to the contrary, the parties agree to the following:

- A. All personnel currently employed as of February 13, 1978 in positions covered by the recognition clause of this Contract (Article I) may reside in any community or move from community to community without restriction.
- B. All personnel covered by the recognition clause of the Contract (Article I) employed after February 13, 1978 by the Springfield Public Schools shall be residents of the City of Springfield. All personnel so employed shall remain residents of the City of Springfield as a condition of continued employment.
- C. Should the Springfield City Council repeal the residency ordinance for City employee's during the term of this agreement; the Springfield School Committee, effective on the date of repeal, will cease enforcement of residency for employees of this unit for the duration of this agreement or extension thereof.

ARTICLE V WORKING CONDITIONS

A. Notices and Announcements

- 1. All official circulars pertaining to paraprofessionals shall be posted on the school bulletin boards, and a copy furnished to the Federation Representative in each building.
- 2. Each paraprofessional shall have access to an up-to-date copy of the Rules and Regulations of the Springfield School Committee and all amendments thereto.
- 3. Each staff member will be provided with a manual giving the names and addresses of all members of the staff.

B. School Facilities

1. Every school building shall have at least one furnished lounge for use by teachers and paraprofessionals.

2. To the extent possible each paraprofessional shall be provided with a space for his/her exclusive use in which he/she may securely store his/her instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.

3. Any phone available for teachers in the lounge may be used by paraprofessionals.

4. Adequate parking facilities for paraprofessionals shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.

5. Mailboxes for paraprofessionals shall be provided at all schools.

6. Paraprofessionals shall be allowed to use existing workrooms in each building.

7. Copiers and computers are available to paraprofessionals to use in preparing instructional materials.

8. All bargaining unit members will have reasonable time to travel to different assignments within the building and between buildings.

C. School Supplies

Supplies will be available to paraprofessionals from the teachers with whom they work or from persons to whom they are directly responsible.

D. Substitutes

If a paraprofessional is put into the responsibility for a teacher in a situation where there should be a substitute

teacher, the paraprofessional will receive the substitute rate. The paraprofessional must receive permission to substitute in advance from the Principal or the Principal's designee to get paid.

Effective on August, 2001 payment for working as a substitute teacher, including prep periods, will be based on the regular hourly rate and the following:

1. Temporary substitute duties of 15 minutes or less
- No pay.
2. Over fifteen (15) minutes up to thirty (30) minutes \$3.09 additional.
3. Over thirty (30) minutes up to sixty (60) minutes \$6.44 additional.
4. Over sixty (60) minutes up to ninety (90) minutes \$9.27 additional.
5. Over ninety (90) minutes up to one-hundred and twenty (120) minutes \$12.36 additional.
6. Over one-hundred'-and-twenty minutes up to one hundred and fifty (150) minutes: \$15.45 additional.
7. Over one-hundred-and-fifty (150) up to one hundred and eighty (180) minutes: \$18.54 additional.
8. One-hundred and eighty (180) minutes up to two-hundred-and ten (210) minutes: \$21.63 additional.
9. Over two-hundred and ten (210) minutes up to two-hundred and forty (240) minutes: \$24.72 additional.
10. If called on to substitute for over four (4) hours up to a whole day: \$45.00 additional.
11. Substitutes
In the event that a paraprofessional is called on to substitute for over four (4) hours up to a

whole day and is required to substitute during the teacher's preparation period, if the teacher has a scheduled preparation period on that day, he or she will receive \$51.44 additional for that day.

Preparation time when doing Substitute Teaching for entire day: (Effective August 2000)

The Principal/or his designee, will ordinarily provide a preparation period if the regular teacher has a preparation period that day.

If a prep period is provided; then the Paraprofessional would not be entitled to a fifteen (15) minute break on that day.

E. Paraprofessional Assignment

Each paraprofessional shall be notified of his/her assignment (or any subsequent changes) for the ensuing year in a Notice of Assignment on or prior to August 15th.

F. Length of Work Day and Work Year

1a. The work day for paraprofessionals shall be six and one half (6-1/2) hours exclusive of a duty-free lunch period

1b. Health Assistants and LPNs will work seven (7) hours exclusive of duty free lunch.

1c. In the event that the Springfield Public Schools determines that the level of medical services to be provided to students in a particular school requires that a School Nurse (RN) be assigned to replace a Health Assistant (LPN), the Health Assistant will be assigned to a vacant LPN-Special Education position and will work seven (7) hours each day exclusive of a half hour (1/2 hr.) duty free lunch.

In the event that no vacant position is available as a LPN - Special Education, the employee's employment status will be determined in accordance with Article 5 - Working Conditions, L. Reduction In Force No's 1,2,5.

2. The work year for paraprofessional shall be the regular school year (180 student days) and one day prior to the first student day. The Committee may change the School Day, as deemed appropriate, provided it gives fifteen (15) days prior notice to the unit members and makes every effort to accommodate those who cannot make personal arrangements to work under the new hours, by moving them to available positions for which they are qualified.

3. Effective August 1, 2014 the work year will include four (4) full professional development days before the start of the school year, one (1) full convocation day and three (3) full professional development days during the school year. All of these professional development days will be without students in attendance. The parties agree to establish a joint committee (three members for the School Committee and three members for the Union) for the purposes of developing a professional development program for the members of the bargaining unit. The Joint Committee will complete the plan within six (6) months.

3A. Effective August 1, 2014, seven (7) professional development days, without students in attendance, scheduled by the parties with the understanding that four (4) of these days shall be scheduled at the beginning of the school year, before the arrival of students, for all members of the bargaining unit. The parties agree to establish a Joint Committee (three members for the School Committee and three members for the Union) for the purpose of developing a professional development program for the members of the bargaining unit.

For Paraprofessionals, the four (4) days referenced above will have five (5) contact hours with a paid hour for lunch and two (2) paid breaks for a six-and-one half (6.5) hour day. On the three (3) days during the school year, there will be six (6) contact hours with an hour for lunch for a seven (7) hour day. On these three (3) days schools will operate on their regular schedule. Paraprofessionals will be paid their regular daily rate for these three (3) days.

District wide Professional Development may operate with a different start and end time consistent with the above.

3B. Effective January, 2002, Health Assistants, LPNs, CNAs, OT/PT Assistants, and Assistant Teachers will work a full work day, exclusive of a paid break and unpaid lunch, on Professional Development Days.

The three (3) Professional Development days will be school based and will be developed, implemented and directed by the Principal working in cooperation with the Director of Professional Development and with the cooperation of the President of the Paraprofessional Union.

These days will be for training of staff in areas appropriate and pertinent to their assigned tasks within the system. (Nurses should be different.) The Federation will assist the School Department in developing the curriculum for these days.

4. Health Assistants will work up to five additional days if authorized by the School Superintendent each year. These 5 additional days will either precede or follow the normal school year.

G. Duty Free Lunch & Break

1. Break

Each member of the bargaining unit will have one fifteen (15) minute, unassigned, break per work day, at a time determined by the principal. This time may vary from day to day. If a prep period is provided a paraprofessional under Article V, Section E on a given day, the Paraprofessional will not receive a break on that day.

2. Elementary school paraprofessionals shall have a duty free lunch period of one half (1/2) hour, except in case of emergency.

3. Secondary school paraprofessionals shall have a duty free lunch period of one-half (1/2) hour between the

end of one assigned duty and the beginning of another, except in case of emergency.

4. This duty free lunch is to be centered around the normal lunch hour and not at the end of the school day. Paraprofessionals substituting for a teacher will be provided a duty free lunch in addition to their contractual break.

5. Meal Service

Meal Service duties may be assigned to paraprofessionals in this unit under the terms of this Agreement as part of their regular duties. Paraprofessionals who perform Meal Service lunch or breakfast supervision under this Agreement during their regular hours of work shall be paid either the rate of pay applicable to others, from outside the unit, doing meal supervision or their regular rate, whichever is higher.

Meal supervision duties are assignable to employees in this unit but are not bargaining unit work. Unit members who perform meal supervision as volunteers, outside their assigned hours of work, shall receive only the applicable meal supervision rate determined by the Committee.

If the Committee's agents assign meal supervision to paraprofessionals during regular hours of work they do so under the following provisions. Volunteers shall be sought by the Committee's agents prior to making involuntary assignments. Involuntary assignments shall be made of the least senior available paraprofessional (who is classified as a paraprofessional in Appendix A) whose assignment will not disrupt the instructional program.

6. Employees who volunteer to ride the bus with a student to and from school whose IEP requires it will be compensated at their contractual hourly rate, otherwise they will be paid at the bus monitor rate. In addition, employees who perform this service will be picked up at their school location in the morning, and dropped off at an agreed upon location.

H. Employment List

The Federation will be supplied with a list of paraprofessional personnel upon reasonable request. The list will contain date of employment, current assignment, address and telephone number.

Employment is further defined as the total length of continuous service in the bargaining unit including all leaves of absence. Resignation, dismissal, abandonment of a position, expiration of the recall period or refusal to accept on two occasions (having been offered a comparable position and refused twice) a offered position within the recall period, will constitute a break in service. A break in service severs all prior employment rights and prior time will not be counted when tabulating total length of continuous service.

If in the event of layoff, if two or more members of the bargaining unit have the exact same employment date, a lottery shall determine which paraprofessional fills the available position.

The Federation will be provided with an updated recall list upon reasonable request.

I. Diapering/Toileting

The parties recognize that some students must be toileted/diapered or toilet trained during the school day. The parties agree that meeting these students needs is not a job function exclusive to the paraprofessionals and expect that other employees within the system may continue to provide-these services.

While the employer will make reasonable effort to accommodate paraprofessionals (except for LPNs, Health Assistants, and Certified Nursing Assistants, who have diapering as part of their regular duties) who do not wish to provide these services by transfer to another available position, the need to perform these services is considered

a special qualification for a given position. To this end the parties further agree:

Employees hired prior to April 16, 1998 have first preference for all paid diapering/toileting assignments in accordance with I. 2-A, B and E. Paraprofessionals performing these services on a regular basis may diaper/toilet up to three children in the classroom they are assigned to and will be paid a monthly stipend of \$100.00 for up to ten months per regular school year to a yearly maximum of \$1,000.00. Paraprofessionals performing these services on a regular basis who diaper/toilet the same three children in the (half day) a.m. session and who also diaper/toilet the same three children in the half day p.m. session in the classroom they are assigned to will be paid a monthly stipend of \$100.00 for up to ten months per regular school year to a yearly maximum of \$1,000.00.

Paraprofessionals performing these services on a regular basis who diaper/toilet more than three children and up to six children in the classroom they are assigned to will be paid a monthly stipend of \$200.00 for up to ten months per regular school year to a yearly maximum of \$2,000.00.

A classroom that requires diapering/toileting of more than six children will need an additional Paraprofessional or Certified Nursing Assistant to perform these services.

Employees hired **after** April 16, 1998 are hired with these services as part of their job requirement. These paraprofessionals may be assigned by the Principal, following approval from the Executive Director of Human Resources, to provide these services on a regular basis will be paid the same monthly stipend as employees hired **prior** to April 16, 1998, and will be paid the same yearly maximum amount for up to ten months per regular school year.

If two people are needed to Diaper or Toilet any student in a wheelchair that has to be lifted then

both people will be paid a monthly stipend of \$100 per month up to a maximum of \$1,000.

1. With the exception of LPN's, Health Assistants and CNA's who perform these services as a regular part of their employment duties volunteers will be the primary source for providing these services and to that end the following is agreed to:

- a. Persons currently providing these services and volunteering to continue them will be given priority opportunity, by building, to do so. These services will be in the person's classroom of assignment and will be provided for up to three (3) students per person.

- b. In the event that the person currently providing those services leaves the employ of the Springfield Public Schools or transfers, the position will be offered to the most senior person presently working in that building whose name is on the system-wide master list of volunteers and who meets the criteria of Article VI-Section 4.

- c. In the event that there are no volunteers working in the building, the position will be offered to persons who are on the system-wide volunteer list regardless of building locations and who meet the criteria contained in Article VI - Section 4. In some cases this transfer may result in the least senior paraprofessional in that building being transferred to another school if there are available openings or being subject to the Reduction-In-Force procedure in accordance with Article V-Section L.

- d. In the unlikely event that a paraprofessional volunteers and is assigned by the Principal to provide these services on an emergency basis as a substitute when other paid paraprofessionals who regularly provide these services are unavailable, that paraprofessional will be paid an additional \$5.00 per day.

- e. This Master List will be posted each May/June (more often if required).

f. Under Education Reform, Principals have the responsibility of hiring.

2. In implementing the above agreement, the parties further agree:

a. No LPN's, Health Assistants and CNA's will be laid off solely as a result of this agreement.

b. The Springfield Public Schools agrees to provide training for paraprofessionals assigned to these duties.

c. That all paraprofessionals with these duty assignments will be offered Hepatitis-B shots free of charge. There shall be a separate posting specifically for Paraprofessionals informing them of the Hepatitis-B shot schedule.

d. That effort will be continued to provide adequate areas as well as supplies to perform these services.

e. Within the course of their employment paraprofessionals will continue to receive indemnification as provided by the City of Springfield.

f. That if faced with a layoff, a paraprofessional hired prior to April 16, 1998 may choose to volunteer to diaper/toilet/toilet train to avoid a layoff.

g. That if a reduction in force under Article V-Section K occurs, a paraprofessional hired prior to April 16, 1998, except Health Assistants and Licensed Practical Nurses who have medical problems which prevents him/her from performing diapering/toileting/toilet training duties may be excused from said duties upon presentation of acceptable medical documentation. Said documentation of his/her disability will be presented to the Superintendent or his/her designee. The Springfield Public Schools has the right to independently verify, through the use of its designated physician, said disability. Failure of the employee to fully cooperate with the Superintendent or his designee could result in layoff.

J. Program Termination Due to Cut-off or Reduction of Federal Funding

1. An effort will be made to lessen the impact of program termination due to a cut-off or reduction of Federal funding through transfer of Federal funded Paraprofessionals to positions funded by the City to the extent that such positions are at that time open and in the approved budget and said filling of these open positions is approved by the School Committee.

2. There will be no indiscriminate transfers of personnel from City funded programs to Federal funded programs in contemplation of a reduction in Federal funded programs, for the sole purpose of discriminating against any employee.

K. Reduction in Force Procedure

1. In the event of a cut-back in personnel within the unit, employees shall be reduced in order of length of continuous service defined in Article V, Section I, (employment list) as applied in the following categories:

- a. Paraprofessionals, teacher paraprofessionals, library paraprofessional, reading paraprofessionals, instructional paraprofessionals, all other paraprofessionals excluding volunteers.
- b. Assistant teachers
- c. Licensed Practical Nurses and Health Assistants (LPN)
- d. CNA's
- e. OT Assistants
- f. PT Assistants
- g. In the event that the Springfield Public Schools determines that the level of medical services to be

provided to students in a particular school requires that a School Nurse (RN) be assigned to replace a Health Assistant (LPN), the Health Assistant will be assigned to a vacant LPN-Special Education position and will work seven (7) hours each day exclusive of a half hour (1/2 hr.) duty free lunch.

In the event that no vacant position is available as a LPN - Special Education, the employee's employment status will be determined in accordance with Article 5 - Working Conditions, L. Reduction In Force No's 1,2,5.

2. If there is a reduction in category b, c, the employee(s) with the least total length of continuous service in that particular category shall either be laid off, or if that employee(s) had previous experience (in the City of Springfield) in any other category, he/she shall be measured by total length of service in the other category(s) and the employee(s) with the least total length of service shall be laid-off; except as outlined in Item 5.

3. If there is a reduction in category (a), the employee(s) with the least total length of continuous service shall be laid off; except as outlined in Item 5.

4. In implementing layoff, members of the unit with sufficient total length of continuous service will be transferred to available positions. Efforts will be made to retain employees in their current assignment.

5. An employee with a more recent (current) employment date may be retained over an employee with more total length of continuous service if the senior employee does not have special qualifications required to perform the duties of a certain position(s). The Superintendent or his designee will notify the Federation when this subsection is utilized by providing the names(s) of the least senior employees and the special qualifications possessed.

6. The School Department reserves the right not to recall any employees with a below average annual rating in the area of promptness and/or dependability in two out of

the last three school years in which the employee was evaluated.

7. Personnel shall be recalled consistent with the layoff language. Thus a qualified paraprofessional will be recalled based on total length of continuous service and previous experience within the unit. Personnel with the most continuous service will be recalled first.

8. Recall rights shall continue for twenty-four (24) calendar months following layoff. Layoff shall not break continuous service. Notwithstanding the prior sentences, a paraprofessional who refuses to accept on two occasions (having been offered a comparable position within the recall period) will terminate re-employment rights and constitute a break in service at the time of the second refusal.

9. Time spent on layoff will not count for advancement on the salary scale or make the employee eligible for disability and emergency leave in addition to that accumulated prior to the layoff. Personnel returning to work during the school year will receive pro-rata disability and emergency leave for that school year.

10. Employees recalled during the recall period shall receive credit for their prior accumulated sick leave as well as appropriate placement on the salary scale.

L. Employment

Any employee who has completed a 120 working day probationary period as hereinafter defined shall not be discharged, suspended, demoted, or disciplined without good cause, (hereinafter defined). Such good cause shall be given to the employee in writing.

1. Probation Period

The first 120 working days of service by a newly hired employee shall constitute such employee's probationary period. Working days shall include fully paid sick leave but shall exclude (not include) days without pay including leave without pay and time spent on Workers Compensation.

At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the employer. (Without recourse to the grievance procedure.)

2. Good Cause

A reason put forth in good faith which is not arbitrary and/or capricious.

3. Appeal

An employee covered under this Article who believes he/she has been suspended, discharged, demoted or disciplined without good cause may grieve that action under the grievance procedure.

M. Agency Fees

Effective September 1, 1985, except for those employees who are certified as members of the Federation to the School Committee by the Federation, the School Committee, in accordance with Massachusetts General Laws 150E, Section 12 shall require as a condition of employment the payment of, on or after the thirtieth (30) day following the beginning of such employment or the effective date of this provision, whichever is later, an agency service fee to the Springfield Federation of Paraprofessionals Local 4098, AFT Massachusetts, AFL-CIO.

The amount of the agency service fee shall be equal to the amount required to become a member and remain a-member in good standing of the Springfield Federation of Paraprofessionals, Local 4098, AFT Massachusetts, AFL-CIO. Employees may have access to payroll deductions for purposes of paying the agency service fee.

Upon the request of the Federation, the Superintendent shall suspend for five school days without gross pay any member of the bargaining unit who, after proper Annual Notice and Annual Final Demand, has refused to pay the agency service fee. Within fifteen school days of receipt of such request, accompanied by proof of Annual Notice and Annual Final Demand, the Superintendent shall notify the Federation and the individual bargaining unit members whose names appear on such request when, specifically during the

thirty (30) school days following receipt of such request that the five school day suspension without gross pay shall occur. The five school days gross salary shall first be used to pay the cost of a substitute, if one is provided, and the remainder shall be given over to a scholarship fund to be determined.

The Federation will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee on account of this agency service fee provision. Failure of the School Committee or its agent to cooperate with the Federation shall relieve the Federation of any obligation to indemnify and/or hold the School Committee harmless. The terms of this provision are enforceable on an annual basis.

N. Work Week

The regular work week for all paraprofessionals includes time for working with teachers, in-service or administrative meetings and assisting in the various general duties in the school under the direction of the principal.

O. Non-instructional Supervision

Notwithstanding any language or past practice to the contrary the parties have agreed that a paraprofessional may be assigned supervision of children without the presence of a member of the professional staff being present. In so agreeing to this provision the School Committee recognizes its obligations to insure that such assignments must be reasonable under the circumstances and that paraprofessionals should not be placed in a situation in which other adult assistance is not available to assist in emergency situations.

The parties further have agreed that the subject matter of reasonableness for different assignments is a legitimate subject matter for discussion with the Superintendent during the term of this agreement. The

parties also recognize that a broad range of supervision is contemplated, from supervising a few special needs students to many children at recess on a playground.

P. School Centered Decision Making Team

Should a Paraprofessional assigned to a given school wish to serve on the S.C.D.M. Team a single slot will be made available for a paraprofessional to serve on that team. The paraprofessional selected will be decided on by the Union; among the paraprofessionals at that school willing to serve. The paraprofessional will receive the same dollar amount as other members of the Team.

Q. Joint Labor Management Committee

A Joint Labor Management Committee will be formed to investigate and to make recommendations to the School Committee and Union negotiating teams concerning the job responsibilities and other issues related to paraprofessionals. The Joint Committee established between the Committee and the Union to discuss and establish job descriptions for positions in this bargaining unit shall continue to function until such job descriptions are completed. At the completion of job descriptions the respective parties will discuss adoption and implementation by the Committee.

**ARTICLE VI
TRANSFERS OR RE-ASSIGNMENT**

A. Transfers

1. Paraprofessionals who desire a change in assignment or who desire to transfer to another building for the next school year shall file a written statement of such desire with the Office of the Superintendent preferably by March 1. Such statement shall include assignments which the paraprofessional desires and/or the school or schools (in order of preference, if the paraprofessional has a preference) to which they desire to be transferred.

2. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to June 1st.
3. Notice of transfer shall be given to a paraprofessional as soon as possible following the granting of the paraprofessional's request.
4. In determining re-assignments and transfers, the convenience and wishes of the individual paraprofessional will be considered. The relationship of the paraprofessional with teachers and children as well as the impact of any change on the education program will also be considered.
5. Written acknowledgements by the Superintendent of Schools, or his designee, shall be forwarded to the paraprofessional upon receipt of the request for re-assignment and/or transfer.
6. In cases of conflict concerning transfers or reassignments of paraprofessionals within the school system, seniority as defined in Article V-I, will be considered prior to the actual transfer or reassignment.

B. Postings

All positions filled during the school year that were not posted the prior June 15th as well as known vacancies will be posted on or before June 15th each year. A copy will be sent to the President of the unit with a copy to the Federation in Boston.

**ARTICLE VII
LEAVES WITH PAY**

A. Disability and Emergency

1. Effective with the 2013-2014 school year Paraprofessionals will be provided with ten (10) disability leave days at the commencement of the school year. Employees hired after the start of the school year will

receive a pro rata share of the ten (10) disability leave days mentioned. In the event that a Paraprofessional uses four (4) or less disability leave days in a given year they will be provided with an additional five (5) disability leave days at the end of the school year. Employees hired after the start of the school year will be eligible to earn a pro rata share of the five (5) disability leave days mentioned. Bereavement leave, legal or business days, paraprofessional improvement day, graduation day, and jury duty leave will not count towards the four (4) days referenced above. The utilization of sick leave to subsidize worker's compensation indemnity payments also will not be counted against the four (4) days referenced above.

The parties agree that disabilities caused by and related to the pregnancy and childbearing of female paraprofessionals are compensable under the provisions of this article.

Each paraprofessional shall be credited for such unused disability and emergency leave as he has accumulated since the initial date of his present employment under the policies of the School Committee in effect during the years of continuous employment.

2. Upon absence of more than three (3) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits. Any employee who is absent for three (3) consecutive days or more or absent more than three (3) occasions in a school year may be required to call the Principal of their school or other designated supervisor, to report their absence.

3. Both parties to this agreement agree that sick leave is an important benefit for employees and any abuse of sick leave is detrimental both to the students of Springfield and the membership of the Federation. While recognizing that only a small fraction of paraprofessionals may abuse sick leave, the parties agree that no abuse of sick time should be tolerated or condoned.

Situations which suggest abuse shall include, but are not limited to, a pattern, as for example, absences

occurring on Mondays, Fridays, and days immediately preceding holidays or vacation periods.

When the record of repeated absences reflects a pattern of abuse, the Principal shall meet with the employee in order to determine whether the employee has a valid reason to justify such absences. The employee shall be informed that s/he may have a union representative present at this meeting.

4. Each paraprofessional upon request shall receive notice of his disability and emergency leave.

5. For the purpose of this agreement, "emergency" may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee or for court cases due to no negligence on the part of the employee. For emergency leave, a statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer, to the Superintendent of Schools or his designee.

6. Any paraprofessional in the Springfield School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case more than two (2) years and for such further additional period as he may be entitled under the terms of this Agreement.

7. Employees are covered under Workman's Compensation for all work related injury. While on Workmen's Compensation a paraprofessional upon request can use accumulated sick leave benefits to make up the difference between Workmen's Compensation and his/her regular weekly wages.

The School Committee shall reimburse a paraprofessional for:

- a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his/her employment.

- b. 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.

8. A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave, only in the event of serious illness as evidenced by medical certification, is hereby established as of September 1, 1993, exclusively for the use of the members of this bargaining unit. Participation by members in the Unit shall be mandatory. New members of the bargaining unit shall be assessed one day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of one hundred (100) days or less, then each paraprofessional in the bargaining unit shall be assessed one day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a paraprofessional has no accumulated and/or annual sick leave at the time of said assessment that paraprofessional shall be assessed the amount of days owing to the Bank the following September 1.

Subject to the provisions of this Article each paraprofessional may, following a maximum of a ten (10) school day waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Bank Committee made up of two (2) appointees of the Federation and two (2) appointees of the School Committee. The Federation and the School Committee shall also each appoint one alternate member to the Bank Committee. Said alternate may attend all meetings of the Bank Committee, but shall vote only in the absence of one or both of his or her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for

the operation of the Bank consistent with the Article. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

The Chair of the Bank Committee shall, on an annual basis, alternate between the Federation and the School Committee. During the year commencing September 1, 1993, the Federation shall appoint the Chair; commencing September 1, 1994, the School Committee shall appoint the Chair, and so on.

9. Payroll advices will include the sick leave balance for employees.

10. The Springfield School Committee and the Springfield Federation of Paraprofessionals realize the distinct advantages of regular pre-cancer screenings, as early detection is essential to the prevention of all forms of cancer. Paraprofessionals shall on an annual basis for the purpose of undergoing a pre-cancer screening be given four hours off with pay. The time off with pay shall not be charged to Article VII(A) Disability and Emergency (Leaves With Pay) or to Article VII(J) Legal or Business Day or any other paid time off. The four hours off with pay must be taken as one block; it cannot be taken in blocks of less than four hours. The Superintendent may require a submission of certification from a health care provider that a Paraprofessional has participated in a pre-cancer screening. The types of screening permitted are: *lung, colon, breast, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs*, or any other form of cancer as deemed appropriate by the Springfield Health & Human Services Department for screening.

11. Effective with the 2013-2014 school year employees will earn incentive leave days based on their attendance from the previous school year (if employed by the Springfield Public Schools for the entire school year as a member of the bargaining unit) pursuant to the formula below. Incentive days will be paid during the first payroll in December for all days earned in the previous school year. Employees will earn one -half of an incentive day (based on their regular daily rate of pay) for each school

month (September to June) in which the employee does not have any absences. Jury duty leave and bereavement leave shall not count as an absence under this paragraph. The maximum number of incentive days that can be earned in a school year is five (5).

B. Reserve Duty

Any paraprofessional in the service of the City shall be entitled during the time of his service in the Armed Forces of the Commonwealth, under section thirty-eight (38), forty (40), forty-one (41), forty-two (42), or sixty (60), or during his annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee and shall also be entitled to the same levels of absence or vacation with pay given to other like employees.

C. Selective Service Examination

Each paraprofessional shall be granted time off without loss of pay or without charge to disability and emergency leave when required to be in attendance for a physical examination or other test required by Selective Service.

D. Paraprofessional Improvement

One paraprofessional visitation day per year may be requested through the principal to the appropriate designee of the Superintendent to visit in other classrooms in the Springfield Public Schools or to attend an educational convention or conference. Such leave shall be subject to prior approval by the principal and the designee of the Superintendent and may be extended upon the recommendation of the principal and the Superintendent or designee of Superintendent.

E. Graduation

1. A paraprofessional covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which he/she will be awarded a degree or diploma. This leave shall not be

charged against the paraprofessional's disability and emergency leave.

2. A paraprofessional covered by this Agreement shall be granted leave of absence for one (1) day to attend commencement exercises at which a member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post-high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son or daughter. Such leave shall be charged to disability and emergency leave.

F. Early Dismissal for Summer School

At the option of the Superintendent or his/her designee, a paraprofessional may be allowed time off, not to exceed one week, without loss of pay to report for summer school. If a paraprofessional receives remuneration for attendance during any of those five (5) days, his compensation from the Springfield Public Schools shall be reduced by that amount.

G. Religious Leave

1. Jewish paraprofessionals shall be excused for a total of three (3) days of class session without loss of pay on Rosh Hashanah and Yom Kippur.

2. Greek Orthodox paraprofessionals shall be excused from class session without loss of pay on Orthodox Good Friday.

3. Russian Orthodox paraprofessionals shall be excused from class sessions without loss of pay on Orthodox Good Friday.

H. Bereavement Leave

1. Each paraprofessional covered by this Agreement shall be granted bereavement leave under the following conditions:

- a. The paraprofessional shall submit proof of relationship and death satisfactory to his/her principal or supervisor, whereupon he/she shall be

granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive school days, such leave not to extend more than five (5) calendar days after the funeral.

- b. For the purposes of this section (a) leave with pay shall be granted on the death of (1) husband, wife, mother, father, son, daughter, brother, sister, grandchild, grandfather, or grandmother, of either the paraprofessional or his/her spouse; or (2) any individual or relative of the paraprofessional or his/her spouse who was actually living in the immediate household of the paraprofessional at the time of death or at the commencement of the final illness or accident.
- c. In the instance of the death of a brother-in-law or sister-in-law of an employee or his/her spouse, not covered in Section b above, the day of the funeral will be offered to the employee as a bereavement day with pay.
- d. Paraprofessionals shall, upon request, be granted leave of absence of not more than one (1) working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, uncle, aunt, nephew, or niece of either the paraprofessional or his/her spouse whose place of residence is elsewhere than in the home of the employee.

2. The present method of providing release time to attend the funeral services of a coworker shall be continued during the term of this Agreement.

3. The leave provided for in Paragraph a, b, and c, above shall not be charged against the paraprofessional's disability and emergency leave (sick leave).

The leave provided for in Paragraph 1-d, shall be charged against the paraprofessional's disability and emergency leave (sick leave).

***I. Sick Leave Conversion Upon Retirement or Death
(Effective July 1, 2012)***

Effective and retroactive to July 1, 2012 upon retirement from the Springfield School Department, City of Springfield or death, an employee irrespective of the position held, shall be paid at the rate of \$30.00 per day for all sick leave accrued by said employee at the time of the employee's death while in the service of the City, or retirement from municipal service. Such payment will be made in one lump sum, provided further that in the event of death, such sum would otherwise have been made payable to the employees shall be paid to that person whom such employee has designated as his beneficiary on his municipal life insurance policy, and, if none, then to his estate.

Employees who do not work a six and one half hour daily schedule will have their sick leave conversion benefit pro-rated based on hours actually worked.

J. Legal or Business Day

Each paraprofessional may, upon written request and with the advance approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee may be given orally, be granted two (2) days leave of absence with pay each school year for legal or business matters which cannot possibly be taken care of other than during school hours. This time shall be charged against the paraprofessional's disability and emergency leave.

K. Holidays

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, Washington's Birthday, Patriot's Day, Good Friday, and Memorial Day, plus any day when schools are closed due to an emergency.

L. Continuous Service

In interpreting the term "worked continuously":

a. the time an employee spends on sick leave shall be computed as time worked.

b. An employee on sick leave without pay or an employee on leave of absence without pay, if said leave or absence is approved by the Committee's agent shall not break continuity of service within the meaning of "worked continuously" but may connect such service before the leave with service after the leave in computing continuous time.

c. Discharge or resignation will break the chain of continuous service.

**ARTICLE VIII
LEAVES OF ABSENCE WITHOUT PAY**

A. Maternity Leave

1. Prior to the expected birth of a child a female paraprofessional will notify the Superintendent of Schools, in writing, except in case of emergency, whether or not the paraprofessional will be returning to work, after the period of medical disability; or will be requesting a leave of absence without pay commencing at the expiration of the medical disability and measured from the date of termination of pregnancy.

A paraprofessional who wishes childbearing leave shall be granted leave without pay up to one (1) year from the date of termination of pregnancy.

A paraprofessional on childbearing leave shall only be entitled to return on September 1st or February 1st during the school year within the leave period.

2. A paraprofessional on maternity leave shall notify the Superintendent of Schools of her intent to return at any time during the one year period after the birth of the child and shall be reinstated as soon as a vacancy for

which she is qualified occurs as determined by the Superintendent.

3. If a paraprofessional does not notify the Superintendent, or his designee within the aforesaid one year period, of her intent to return to duty to a vacancy, her employment will be terminated.

B. Military Leave

Military Leave without pay shall be granted to any paraprofessional who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a paraprofessional shall be placed on the salary schedule at the level which she would have achieved had she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

C. Personal Need

Members of the bargaining unit who have completed three years of service may be granted an unpaid leave for the following reasons: prolonged illness, needed rest, necessities of the home, and professional improvement or for any activity, in the judgment of the Superintendent, which would benefit the Springfield School System. Leaves of absence granted when an employee is hired into a position within the system or outside the system will be limited to one (1) year.

D. Federation Leave

1. A member of the bargaining unit who is elected a full-time paid officer of the Massachusetts Federation of the American Federation of Teachers shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.

2. A member of the bargaining unit who is employed to assist the Federation in discharging its duties as the exclusive bargaining representative of the paraprofessionals covered by this Agreement shall, upon proper application, be granted an unpaid leave of absence for one (1) school year.

E. Maintenance of Rights

All benefits to which a paraprofessional was entitled to at the time their leave of absence under this Article commenced, including unused accumulated disability and emergency leave, shall be restored to him/her upon return, and he/she will be assigned to the same position which he/she held at the time said leave commenced if available; or, if not, to the next available substantially equivalent position.

F. Requests for Leave

All requests for leave under this Article, shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his designee.

**ARTICLE IX
FRINGE BENEFITS**

A. Group Insurance and Health Insurance

1. The School Committee agrees that whatever group insurance is adopted by the City of Springfield for all its municipal employees shall be available to members of the bargaining unit and the Union agrees to the health insurance plan implemented on April 1, 2005. Further the Union agrees to endorse and support any effort to transfer employees' health insurance to the Commonwealth's Group Insurance Commission. The Union also agrees to dismiss with prejudice any existing claim and to waive and forgo any other potential claim, grievance, arbitration, or appeal regarding the change in health insurance benefits implemented April 1, 2005.

2. Health Insurance payments shall be deducted from the 22 full pay periods each year.

B. Pension and Retirement

The parties agree that all provisions of the Municipal Employees Pension Plan of the City of Springfield shall be made a part of this Agreement. Deductions shall be made in

accordance with the School Committee vote of November 30, 1995. "Regular compensation for paraprofessionals should include vacation time, working lunch/breakfast duty, working as a substitute teacher, working extra days and other direct financial (monetary) compensation not explicitly excluded by Chapter 32 Section 1. Excluded categories would include bonuses, overtime, severance pay, compensation for unused sick leave and any retirement incentives or payments."

The School Committee and/or City will provide free of charge to every bargaining unit member a booklet explaining the retirement system.

C. Tax Sheltered Annuity

Members of the bargaining unit are allowed to avail themselves of the tax sheltered annuity program.

D. Workers Compensation

Paraprofessionals shall be included under the provisions of the Workers Compensation Law.

ARTICLE X ACADEMIC FREEDOM

The private and personal life of any paraprofessional is not within the appropriate concern or attention of the School Committee except as it may reflect adversely on the paraprofessional's responsibilities and relationships with the students, parents and the community. Adverse actions of the School Committee on this issue shall be subject to the Grievance Procedure.

ARTICLE XI IN-SERVICE TRAINING

- A. The Springfield Public Schools will provide a twenty (20) hour, after regular school hours, orientation and training program to eligible Paraprofessionals. Paraprofessionals who are eligible to participate will

be paid at their regular contract hourly rate for their participation in this program.

Paraprofessionals eligible to participate are as follows:

1. Paraprofessionals hired prior to April 16, 1998 may be eligible to participate in the program if funds are available.
2. Paraprofessionals hired between April 16, 1998 and March 28, 2000 may voluntarily participate in the program.
3. Paraprofessionals hired after March 28, 2000 must, as a condition of employment, participate in the twenty, (20) hour, training program.

Coordination and scheduling of the training program will be the responsibility of the Director of Professional Development working in consultation with the President of the Paraprofessional Union and the Executive Director of Human Services.

B. The School Committee of the City of Springfield shall as the School Committee requires, continue to provide in-service training programs necessitated by classroom changes or the changing needs of the City of Springfield.

"There will be only one person assigned by the Superintendent to work and to coordinate with the Federation President or her designee concerning professional development days. Any paraprofessional performing additional duties related to paraprofessional workshops, when said duties are approved in advance, should receive additional pay, at the person's hourly rate."

The paraprofessionals through their Union representative shall have input into place, time within the workday, and topics for in-service training.

To the extent room is available within the specific courses offered; any member of the bargaining unit will be allowed to avail themselves of the offered program. Notices of the available programs will be sent to the Federation.

Unit members who serve in the Licensed Practical Nurse classification 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.

At negotiations the Superintendent and Union Committee discussed the need to provide C.P.R. and nonviolent restraint training to members of the unit.

C. The Springfield Public Schools will continue to provide a thirty-hour (30), after regular school hours, professional development program to eligible Paraprofessionals. Paraprofessionals who are eligible to and volunteer to participate shall be paid their hourly rate for their participation, upon successful completion of the thirty-hour professional development program.

Effective with the beginning of the 2013-14 school year, highly qualified paraprofessionals with zero to five (0-5) years of service within the bargaining unit may complete the thirty-hour professional development program once during their zero to five (0-5) years of service period. Upon successful completion of the approved thirty-hour training program, they will move to Pay Tier 2 at the start of the next school year, but years of service will remain the same.

Highly qualified paraprofessionals with six to ten (6-10) years of service within the bargaining unit may complete the thirty-hour professional development program once during their six to ten (6-10) years of service period. Upon successful completion of the approved thirty-hour training program, they will move to Pay Tier 3 at the start of the next school year, but years of service will remain the same.

Highly qualified paraprofessionals with eleven (11) or more of years of service within the bargaining unit may complete the thirty-hour professional development program not more frequently than once every third school year. (E.g. an employee who takes the 30 hour professional development course at any time during the school year 2013-14 will not be eligible to take the course in school

year 2014-15 or in school year 2015-16, but will be able to take the course at any time during the school year 2016-17). Upon successful completion of the approved thirty-hour professional development program, they will receive a \$1,000.00 increase at the start of the next school year, which will be added to your base pay, but years of service will remain the same.

Highly Qualified Paraprofessionals who are eligible to participate and successfully complete approved Individual Professional Training shall be paid at their contractual hourly rate for hours completed.

All eligible Paraprofessionals who successfully complete any Professional Training shall receive Professional Training Points (PTPs). 1 HR. - 2 PTPs.

Coordination and scheduling of the training program will be the responsibility of the Director of Professional Development working in consultation with the President of the Paraprofessional Union and the Chief of Human Resources.

ARTICLE XII EVALUATION OF PERSONNEL AND PERSONNEL FILES

A. Evaluation

1. Each paraprofessional will be evaluated by the principal or his designee who may be a teacher. The paraprofessional will be rated on such items as:

- a. Promptness and good attendance
- b. Cooperation with teachers
- c. Ability to work with children
- d. Dependability in carrying out tasks
- e. Quality of work
- f. Discretion

2. Following the evaluation of any paraprofessional, the evaluator shall meet with the paraprofessional to discuss the evaluation report. The meeting shall be at the mutual convenience of the paraprofessional and the evaluator within ten (10) days following the evaluation.

3. After the discussion, the paraprofessional shall sign the report, but the paraprofessional's signature does not necessarily indicate agreement with the contents. The paraprofessional shall also have the right to make a written reply which shall be attached to the report.

4. A copy of each evaluation report shall be filed in the paraprofessional's personnel file and a copy provided to the employee upon request.

5. An unsatisfactory evaluation may be grieved, but only on the grounds of bad faith or discrimination.

6. Upon request of a paraprofessional, all material of a derogatory nature shall be removed from the paraprofessional's personnel folder after a period of three years.

7. After ten (10) years of continuous service a paraprofessional will be evaluated once every two years. Such paraprofessionals who were hired in an odd year shall be evaluated in odd years, normally in March of such year. Those hired in even years will be evaluated in even years, normally in March. Effective March of 1994 even year employees shall be evaluated and the system outlined above shall be in force from there on.

B. Rating and Discriminatory Action

The paraprofessional will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an evaluation and/or disciplinary action is contemplated, and shall be entitled to have Federation representation.

C. Personnel Files

1. Personnel files shall be maintained under the following circumstances:

- a. No material derogatory or commendatory to a paraprofessional's conduct, service, character or personality shall be placed in the files unless the

paraprofessional is sent a dated copy at the same time.

- b. The paraprofessional shall have the right to submit a response to the statement. The paraprofessional's answer shall also be included in the file.
- c. Upon written request, a paraprofessional shall be given access to his file without delay.
- d. Upon receipt of a written request, the paraprofessional shall be furnished a reproduction of any material in his file.
- e. Facilities shall be made available for the paraprofessional to make photocopies of such contents and records, except in circumstances beyond the control of administration.

2. Official grievances filed by a paraprofessional, or the Federation under the Grievance procedure, Article XVIII of this Agreement, shall not be placed in the personnel file of the paraprofessionals; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.

ARTICLE XIII PARAPROFESSIONAL PROTECTION

A. Assistance in Assault Cases

1. The Principal shall report all cases of assault suffered by paraprofessionals in connection with their employment, to the Superintendent of Schools or his designee.

2. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the Principal and the Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under the law concerning the person or persons involved.

B. Damage or Loss of Property

1. No paraprofessional shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the paraprofessional.

2. A paraprofessional shall report in writing to the principal any loss, damage or destruction immediately upon becoming aware of such loss, damage or destruction of school property.

3. The School Committee shall reimburse a paraprofessional for:

- a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and
- b. The cost of any medical, surgical or hospital services (over and above the amount of any insurance reimbursement and Workers Compensation received by said paraprofessional) incurred as the result of any assault suffered in the course of his employment.

C. Indemnification of Paraprofessionals

The School Committee, shall, out of any funds appropriated for the purpose of this section, which appropriates for general school purposes, indemnify any paraprofessional in the employ of its school department for expenses or damages sustained by him/her by reason of an action or claim against them arising out of their negligence or other act of theirs resulting in accidental bodily injury to or death of any such person or in accidental damage to or destruction of property, while acting in such capacity, and may indemnify such person in its employ for expenses or damages sustained by them by reason of an action or claim against them arising out of any other acts done by him/her while in such capacity; provided, in either case, that such person was not at the time the cause of action or claim arising while acting

within the scope of their employment; and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this section shall have been made by the City Solicitor, town counsel or legal counsel for the district upon request of the School Committee or if the town has no town counsel or the district has no legal counsel, by an attorney employed for the purpose by the School Committee or if such solicitor or counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such person.

ARTICLE XIV FEDERATION RIGHTS AND RESPONSIBILITIES

A. Federation Representation, Negotiation, Business and Meetings

1. Meeting with the Superintendent or his designee.

A committee of not more than five Federation representatives shall meet once every two months (five (5) times a school year) with the Superintendent of Schools or his designee to discuss issues of mutual concern. One of these issues shall be the paraprofessional in-service training program. By these meetings, the paraprofessionals shall have input into the place, time within the work day, and topics for the in-service training program. The parties have agreed to further discuss professional development days commencing January 2002, and if mutually agreed to by September, 2002, we will reopen negotiations to discuss the contract language on Professional Development days for 2002-2003.

2. Representation at Meetings: Federation Business
The President of the Local or his/her designee(s) may be granted time off with pay for the purpose of representing the paraprofessionals before local, state and national organizations if, in the opinion of the Superintendent, such attendance would be beneficial to the Springfield Public Schools. The total number of days used for this purpose shall not exceed fifteen (15) days.

The Committee agrees that it shall release the President of the Local with full pay for up to two days per week to conduct union business as needed. The Superintendent, or his designee, may grant additional days to the President at his/her sole discretion.

3. Information

- a. The Committee shall make available to the Federation, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
- b. Names and addresses of newly employed paraprofessionals shall be provided to the Federation following their election by the School Committee.
- c. A copy of the Rules and Regulations of the Springfield School Committee shall be provided to the Federation.
- d. A copy of the agenda for all regular School Committee meetings shall be sent to the official Federation Representative to the Committee meetings at least twenty-four hours prior to the meeting. The Federation Representative shall be advised as soon as possible of all special meetings of the School Committee open to the public.
- e. A copy of the official minutes of all public School Committee meetings, and all other non-confidential materials which are relevant to this Agreement, shall be made available to the official Federation Representative after approval by the School Committee.

f. Weekly Reports

The Federation shall be notified by being sent a copy of the weekly report of all actions on Paraprofessionals which includes: recalls via new assignments, transfers, resignation and retirements.

4. Existing Laws and Regulations Preserved

a. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal Law, Rule or Regulations.

b. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry out the commitments contained herein and find them in full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

5. Protection of Individual and Group Rights

a. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.

b. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.

6. Duplication of Agreement

The Committee agrees to continue duplicating (copying) the paraprofessional Contract during the life of this Agreement and to provide an adequate number of copies to the Federation for the distribution to the bargaining unit's membership.

B. Federation Activity at the School Level (Building Representatives)

1. Recognition by the Principal (Building Representatives)

The Principal shall recognize the Federation Building Representative as the official representative of the Federation in the school.

2. Distribution of Materials

The Federation shall have the right to place Federation related materials in the mail boxes of paraprofessional employees.

3. Bulletin Boards

- a. The Federation shall be provided a clearly designated Federation bulletin board of no less than nine (9) square feet for the purpose of posting Federation related notices and other materials. Such space shall be provided in each building and the School Department office for the exclusive use of the Federation.
- b. All bulletins pertaining to paraprofessionals and all bulletins pertaining to all personnel in the School system shall be posted on the Federation Bulletin board.

4. School meetings

Before the opening of, during lunch time and after the close of school on school days, the Federation shall have the right to use designated areas in the school building for meetings of paraprofessionals, provided there is no interference with any activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Federation for such meetings if no overtime custodial cost is involved. Any overtime cost for custodial services shall be the responsibility of the Federation.

5. School Visitation by Authorized Federation Representative

For the necessary purpose of investigating one or more grievances during the school day, the Superintendent shall authorize a Federation representative to be absent from his duties, without pay, to visit the involved schools.

**ARTICE XV
DEDUCTIONS**

1.

AUTHORIZATION FOR PAYROLL DEDUCTIONS
By: _____ (Name of Employee)
To: SPRINGFIELD SCHOOL COMMITTEE
<p>Effective _____, I hereby request and authorize you to deduct Federation dues from my earnings in twenty-two (22) equal installments. This amount shall be paid to the Treasurer of the Springfield Federation of Paraprofessionals, Local 4098 and represents payment of my union dues.</p> <p>These deductions may be terminated at any time by me, by giving you sixty (60) days written notice in advance or upon termination of my employment.</p> <p style="text-align: center;">_____ (Employee's Name)</p> <p style="text-align: center;">_____ (Employee's Address)</p>

2. The amount of dues will be certified to the School Committee from time to time by the Treasurer of Local 4098 or by his duly authorized agent, the amount of dues being uniform by category for all members of Local 4098.

3. An authorization by an employee for deduction of Federation dues is revocable upon sixty (60) days written notice to the Springfield Federation of Paraprofessionals and the Springfield School Committee or upon termination of employment. When an employee is hired a dues deduction card will be provided to them in their initial employment package.

B. Other Deductions

The School Committee shall provide that, whenever, duly authorized by any member of the bargaining unit on a form or forms approved by the Committee, payroll deductions on behalf of such paraprofessional shall be made every pay

day and transmitted in accordance with such form or forms for any or all of the following purposes:

1. Purchase of United States Savings Bonds
2. Donations to Pioneer Valley United Way
3. Premiums under group income protection, life insurance and loss of senses insurance for the benefit of the employees in the bargaining unit.
4. Premiums under City of Springfield Employees' Group Insurance Program
5. Payment to Springfield Teachers' Credit Union and
6. Premiums under any tax-sheltered annuity contract purchased for the paraprofessional by the Committee.

ARTICLE XVI SUMMER SCHOOL

The School Committee and the Federation recognize that the summer school programs, including any projects financed by Federal or State funds, may vary substantially from year to year, may offer the opportunity for experimentation, and may call for flexibility in approach.

A. Appointments

1. Following the determination by the School Committee of the summer programs for the year, the positions to be filled for each program, including any Federal program in a parochial school, shall be posted in every school including parochial schools involved not later than April 15th; except, however, that notices of positions in projects financed by Federal funds shall be posted as soon as possible. Notices of summer positions shall be posted in every school for fifteen (15) calendar days exclusive of vacation.

2. No paraprofessional position in the summer school program shall be filled by a person not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.

3. In assigning summer school paraprofessional positions, preference shall be given to qualified

applicants for the position which corresponds to the applicant's regular day school assignment.

B. Applications

1. Each paraprofessional desiring a position in a summer school program shall file her application in writing with the Superintendent of Schools or his designee on or before the closing date of the posting.

2. The Superintendent of Schools or his designee shall notify each applicant as to the receipt and disposition of his application.

**ARTICLE XVII
ADULT EDUCATION**

A. Applications

Any paraprofessional who wishes to work as a paraprofessional in evening school the following school year, will submit his request on the appropriate form by April 15th.

B. Appointments

In filling positions for Adult Education Programs, each applicant's competence and experience will be considered. No paraprofessional position in the Adult Education programs shall be filled by an applicant not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.

**ARTICLE XVIII
GRIEVANCE PROCEDURE**

The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established.

A. Definitions

1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or violation of the Handbook for Paraprofessionals, Early Childhood through Grade 12, of the School Committee.

2. As used in this Article, the term "employee" means (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Federation.

B. General Provisions

1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representatives in any formal steps of the Grievance Procedure.

2. Any grievance as defined in A, above must be presented for disposition through the Grievance Procedure within fifteen (15) days of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.

3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.

4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.

5. Time limits at any step may be extended by mutual agreement.

6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.

7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.

8. The Federation shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.

9. Whenever a grievance is presented at any step by the employee personally, the Federation representatives shall be given the opportunity to be present and state the views of the Federation.

C. Procedures

STEP 1 - Informal Discussion

An employee and Federation representative (if the employee so desires) shall first discuss the problem with the school official serving as the employees immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the employee.

STEP 2 - Principal or Immediate Superior

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the grievance in writing to the principal or his immediate superior. The administrative superior shall meet with the employee within five (5) school days of receipt of the written complaint. At the conference, the employee may be represented by the appropriate Federation representative. The principal or immediate superior shall communicate the decision in writing with copies to the employee and the Federation within five (5) school days of the aforesaid conference.

STEP 3 - Superintendent of Schools

If the grievance is not resolved at STEP 2, the employee may appeal from the decision at STEP 2 to the Superintendent of Schools within five (5) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at STEP 2.

The Superintendent of Schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the administrators involved at STEP 2, who may be present at the conference and state their views.

The Superintendent shall communicate his decision in writing together with the supporting reasons, to the employee and the Federation within ten (10) school days after receiving the appeal.

The administrators present at the conference shall also receive a copy of any decision at this level.

STEP 4 - Arbitration

If the grievance is not satisfactorily resolved at STEP 3, the Federation may request that the grievance be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.

Notice of intention to request arbitration must be in writing, addressed to the School Committee, and submission to the American Arbitration Association must be made not later than thirty (30) days following the Superintendent's written decision in STEP 3 ABOVE.

The Arbitrator shall issue his award not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.

The Arbitrator shall have no power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with the provisions of this Agreement.

The decision of the Arbitrator shall be binding upon the School Committee, the Federation and the aggrieved paraprofessional.

Fees and expenses of the arbitrator shall be shared equally by the School Committee and the Federation.

The Committee agrees that it will apply all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

ARTICLE XIX COMPENSATION

A. Basic Salary Schedule

The salaries of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement

As of July 1, 2005, Steps 1, 2, 3 will be implemented per the attached salary schedule which eliminates longevity, steps, and vacation, provided that no employee will receive less for the first year (July 1, 2005 - June 30, 2006) than he or she would have received under the prior rates including longevity, steps and vacation.

The salary schedule (Appendix A) is composed of three separate wage tiers; zero to five years, six to ten years, and eleven or more years of service. Unit members will advance to the higher wage tier upon completion of the above specified years of service within the collective bargaining unit.

An employee hired in the first ninety (90) days of a school year will be considered to have earned one full year of service at the end of that school year.

Springfield Federation of Paraprofessionals/Local 4098 agrees to dismiss with prejudice any existing claim and waive and forego any other potential claims, grievance or appeal regarding negotiated wage/step increases from prior collective bargaining agreements.

Any Unit D member hired will be paid their contractual hourly rate according to years of service in Springfield.

B. Other Payments

1. Any paraprofessional required to work during the school year, beyond the established work day but less than 40 hours shall be compensated at the hourly rate.

2. 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) plus their regular daily rate.

3. Paraprofessionals who serve as instructors to other Paras for orientation and training shall receive a flat rate of twenty-five dollars (\$25.00) per hour plus their regular/hourly rate.

4. Assignments of this nature must be approved in advance by the Superintendent or his designee.

5. Paraprofessionals who serve as instructors to other Paraprofessionals for orientation and training shall be compensated for preparation time necessary to prepare for the course. Compensation will not exceed one half (1/2) hour for each hour of instruction time.

6. Upon ratification Health Assistants (LPN's) will receive training and perform hearing and vision testing as part of their normal duties.

C. Salary Payment

Itinerant paraprofessionals may designate a school to which their checks will be delivered or they may have their checks held at the City Treasurer's Office.

D. Retirement Allowance

If an employee notifies the Committee in writing twelve (12) months prior to his retirement, of his intention to retire at a date at least twelve (12) months from the date of such notification, and if such paraprofessional will have been an employee for twenty (20) years at the time of his retirement, such employee shall, during the last twelve (12) months of his employment be compensated at the maximum rate established with his wage classification bracket in effect at the time of such notification; provided that such paraprofessional has been, at the time of such notification, within his current classification for at least two (2) years immediately preceding the date of such notification.

E. Required Activities Before and/or After the Regular School Year

Any paraprofessional required to work before and/or following the school year shall be compensated at the same rate as received during the school year. In the event that the work day, under this section is less than six and one half (6-1/2) hours the paraprofessional will be compensated on a computation of their hourly rate.

F. Mileage Allowance

Members of this unit whose use of a personal car for school business is approved by the School Committee shall be reimbursed for the use of said car at the rate of .30 cents per mile. Plus if a greater amount is given the majority of School Department employees - automatic increase to that per mile rate. Record of mileage shall be submitted monthly on form provided by the School Department.

G. Pupil Transport

No member of the paraprofessional unit shall be required to transport pupils in private vehicles.

**ARTICLE XX
AMENDMENT**

This Agreement may be amended only by the mutual and voluntary written consent of the parties and by no other manner whatsoever.

No amendment shall be binding upon the parties until it has been duly executed in writing by the Committee and the Federation.

**ARTICLE XXI
SAVING CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applied or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation between the School Committee and the Federation.

In the event that any provision of the Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XXII
RESOLUTION OF DIFFERENCES OF PEACEFUL MEANS**

During the term of this Agreement, the Federation shall not cause or sponsor and no paraprofessional employee shall cause or participate in any strike or work stoppage. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration, provided, however, that the question of their participation

shall itself be subject to the grievance and arbitration procedure.

**ARTICLE XXIII
DURATION**

The provisions of this Contract are effective as mentioned and are in full force and effect from **July 1, 2014 to June 30, 2016.**

It is understood and agreed by the parties that Chapter 656 of the Acts of 1989, commonly known as the City of Springfield Financial Structure-Reorganization, is incorporated and made part of this agreement and that this agreement is subject to its provisions.

Dated this ____ day of _____ 2013.

SIGNED:

The SCHOOL COMMITTEE of
The City of Springfield

Springfield Federation of
Paraprofessionals, Local
4098

CITY COMPTROLLER

MAYOR

CHIEF ADMINISTRATIVE AND
FINANCIAL OFFICER

IN PROPER FORM AND PROPERLY
EXECUTED

SUPERINTENDENT OF SCHOOLS

BY

ASSOCIATE CITY SOLICITOR

**APPENDIX A
PARAPROFESSIONALS and CNAs**

YEARS OF SERVICE:	0-5	6-10	11 +
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Effective July 1, 2014 (2.0%)

NO CREDITS	14.64	15.89	16.84
60 CREDITS OR HIGHLY QUALIFIED STATUS	14.78	16.22	18.01
BACHELORS	14.89	16.52	18.32

Effective July 1, 2015 (2.0%)

NO CREDITS	14.93	16.21	17.18
60 CREDITS OR HIGHLY QUALIFIED STATUS	15.08	16.54	18.37
BACHELORS	15.18	16.85	18.69

APPENDIX A			
LPN, HEALTH ASSISTANTS, ASSISTANT TEACHERS			
YEARS OF SERVICE:	0-5	6-10	11 +
Effective July 1, 2014 (2.0%)			
NO CREDITS	22.59	24.50	24.92
60 CREDITS OR HIGHLY QUALIFIED STATUS	22.82	24.70	25.10
BACHELORS	23.07	24.87	25.30
Effective July 1, 2015 (2.0%)			
NO CREDITS	23.04	24.99	25.42
60 CREDITS OR HIGHLY QUALIFIED STATUS	23.28	25.19	25.61
BACHELORS	23.53	25.37	25.80

PARAPROFESSIONALS CALENDAR 2014-16 SCHOOL YEARS

Regular school days	180
Convocation Day	1
Professional Development days	<u>7</u>
Subtotal	188

Fourteen additional days' pay for the following

Labor Day	1
Columbus Day	1
Veteran's Day	1
Thanksgiving Day (and the next day)	2
Christmas Day (and 2 additional days for Christmas week)	3
New Year's Day	1
Martin Luther King Day	1
President's Day	1
Patriot's Day	1
Good Friday	1
Memorial Day	<u>1</u>
Total days to be paid within the school year	202

This is the total number of days that paraprofessionals will be paid. Vacation days and snow days will no longer be paid as separate days above the 202 days. The above days are exclusive of any incentive days that are earned and paid.

SIDE LETTERS OF AGREEMENT

A. During the 2000-2001 school year the School Committee will sponsor one (1) pilot under graduate level course at a local college or university for up to twenty-five (25) Paraprofessionals interested in attending the course.

This course will be selected by the Superintendent, after consultation with the Director of Professional Development, working in cooperation with the President of the Paraprofessional Union and the Executive Director of Human Resources.

Selection of Paraprofessionals to participate in the program will be at the sole discretion of the Superintendent or his/her designee.

The course given will be worth two or three college level credits. The participating Paraprofessionals will be required to pay for the cost of books and/or related application fees. The awarding of credit for participation in the course will be the sole responsibility of the college or university and may require the Paraprofessional to pay required college fees.

B. 1. Paraprofessionals who serve as instructors to either Teachers or Paraprofessionals for a full day on Professional Development Days will receive a flat rate of one-hundred-and fifty dollars (150.00) plus their regular daily rate.

2. Paraprofessionals who serve as instructors to other Paras for orientation and training shall receive a flat rate of twenty-five dollars (\$25.00) per hour plus their regular/hourly rate.

3. All assignments of this nature must be approved in advance by the Superintendent or his designee.

C. These side letters of agreement are by and between the Springfield School Committee (hereinafter called "The Committee") and the Springfield Federation of

Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO (hereinafter called "The Union") and contains the following understandings and/or agreements relative to a Collective Bargaining Agreement recently agreed to and due to expire on August 31, 2012.

At negotiations the Superintendent and the Union discussed ways to assure that where possible L.P.N.'s should be able to perform their health related duties as their primary responsibility. It was the Superintendent's intention, working with and through the various school principals; to administratively review the usage of L.P.N.'s and their assignments to maximize the efficiency of their health related duties. The parties understood this in no way restricted the Committee from assigning duties to L.P.N.'s as it and its agents deem appropriate.