

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Springfield School Committee (hereinafter, the “Committee”) and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO (hereinafter the “Union”) in order to memorialize certain agreements reached regarding an attendance and incentive program as will be more fully described herein.

WHEREAS the Parties to this Agreement are also parties to a collective bargaining agreement with a term of July 1, 2020 through June 30, 2021, followed by a three year contract duration for the period of July 1, 2021 through June 30, 2024; and

WHEREAS the COVID-19 Pandemic has negatively impacted attendance of employees of the Springfield Public Schools (hereinafter, the “District”); has negatively impacted recruitment efforts of the District; and has made it difficult for the District to remain fully staffed throughout its various job categories and classifications; and

WHEREAS the District has received certain funds from the United States government pursuant to the so-called Elementary and Secondary School Emergency Relief funding program (hereinafter, “ESSER”); and

WHEREAS the Mayor and the School Committee have determined that they intend to utilize certain of these funds in order to reward School District employees for regular attendance and to induce such employees to remain in the employ of the School District; and

WHEREAS the use of the ESSER funds for these purposes is expressly intended to address recruitment and retention challenges in light of the COVID-19 Pandemic; and

NOW THEREFORE the Parties have agreed to the following:

1. The Parties agree that pursuant to the terms of this Memorandum of Agreement, there shall be established an “Attendance and Retention Incentive Program” (hereinafter the “Incentive Program”) which shall reward employee attendance; aid in recruitment efforts; and serve as an inducement to continued employment within the District for the period of time of July 1, 2021 through June 30, 2024.
2. In order to be eligible to receive a payment under the Incentive Program during each year included in the Incentive Program, an employee must remain employed as of the last day of the school year of the fiscal year for which the payment is made. Those employees who resign, retire, or are discharged prior to last day of school of the fiscal year, will not be eligible for an Incentive Program payment for that fiscal year.
3. The Incentive Program Payment for full-time employees shall be up to a maximum of Two Thousand Dollars (\$2,000.00) per employee for each of the three fiscal years included in the Incentive Program (i.e., FY’22; FY’23; and FY’24).

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4. The amount of the Incentive Program Payment during each year of the Incentive Program shall be based upon the number of days worked by the eligible employee. A per diem value for the Incentive Program payment will be calculated by dividing \$2,000.00 by the total number of scheduled work days expected of an employee during the contemplated work year (hereinafter, the Incentive Program Per Diem”)
5. The Incentive Program Payment shall be the Incentive Program Per Diem multiplied by total days worked by the employee during the fiscal year for which payment is being made. Days spent out of work on approved COVID-19 Emergency Paid Sick Leave (completed paperwork must be submitted by the last day of school), and days missed due to religious holy days, and/or bereavement leave shall be considered as days worked for purposes of calculating the Incentive Program Payment. The Incentive Program Payment shall be pro-rated in the case of employees who begin working after the start of the fiscal year. The Incentive Program Payment shall also be pro-rated for part-time employees in the bargaining unit based upon their full-time equivalency percentage.
6. The Incentive Program Payment shall be paid as soon as practicable after the conclusion of the fiscal year to which it applies, allowing for adequate time to calculate such payments and to initiate payroll. Such payments will issue during the month of July following the fiscal year of the Incentive Program to which such payment applies.
7. The Parties agree that the award of this Incentive Program Payment shall be in accordance with this Memorandum of Agreement. However, the Parties agree that neither the Union, nor the bargaining unit members, may utilize the grievance procedure to appeal the amount of an Incentive Program Payment. To the extent that an employee or the Union believes there has been a mistake made in calculating the Incentive Program Payment, it may raise such issue with representatives of the District’s Business and Financial Services Office.
8. The terms of this Memorandum of Agreement shall apply to Fiscal Years 2022, 2023 and 2024. It shall expire on its own terms on June 30, 2024 and shall have no further applicability thereafter except as it relates to the payments due to employees for Fiscal Year 2024.

By their signatures below the parties acknowledge their agreement to the terms of this Memorandum of Agreement.

FOR THE SCHOOL COMMITTEE

Dated:


FOR THE UNION

Dated: 6/17/22