

MEMORANDUM OF AGREEMENT

BETWEEN

**THE SPRINGFIELD SCHOOL COMMITTEE,
THE SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP, AND
THE SPRINGFIELD FEDERATION OF PARAPROFESSIONALS**

(Re: Unit D Schedules in SEZP)

This Memorandum of Agreement (hereinafter, the "MOA") is effective as of 7/1/21 (the "Effective Date") by and among the Springfield School Committee (hereinafter, "SPS"), the Springfield Empowerment Zone Partnership, Inc., (hereinafter, "SEZP") and the Springfield Federation of Paraprofessionals (hereinafter, the "Federation") (collectively, SPS, SEZP, and the Federation are referred to herein as the "Parties").

WHEREAS the School Committee and the Federation are parties to a collective bargaining agreement for Unit D (Paraprofessionals) for the period of July 1, 2021, through June 30, 2024, (hereinafter, the "CBA"); and

WHEREAS the terms of employment for paraprofessionals working at schools within the SEZP are also governed by the CBA; and

WHEREAS Federation paraprofessionals are hourly employees whose work year follows the academic year calendar applicable to Unit A Educators; and

WHEREAS SEZP schools have the ability to adjust the academic year calendar such that the academic year calendar for schools within the SEZP is not always identical to the academic year calendar for other SPS schools; and


WHEREAS some SEZP schools have more early release and professional development days than do other SPS schools. Accordingly, the adjusted academic year calendar for schools within the SEZP sometimes contains fewer hours with students than does the academic year calendar for other SPS schools; and

WHEREAS Federation paraprofessionals are not always expected to work their regular work hours on days when the student academic day is modified; and

WHEREAS the Parties intend by this Agreement to codify the expected compensation for paraprofessionals working at schools within the SEZP; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. In the event that an SEZP school adopts an academic year calendar that differs from the typical SPS academic year calendar, as expressed in the Educator (Unit A) Working


5/11/23

Conditions, Federation members working at SEZP schools will receive their regular hourly compensation for any hours that they would have otherwise been expected to work but for the reduction in hours occasioned by academic year calendar adjustments effectuated by schools within the SEZP.

2. Accordingly, should any of the workdays for Federation members working at SEZP schools differ from the typical SPS academic year calendar, Unit D members will have their pay adjusted to include a "true up" of hours to be reflective of their regular daily hours.
3. The foregoing notwithstanding, Administration retains the authority at the building level to determine if Federation Paraprofessionals shall be released early on days implicated by this Agreement or if Federation Paraprofessionals shall be required to work their regular work hours regardless of the length of the student workday.
4. This Side Letter of Agreement is not precedent setting and does not represent a practice of the Parties. It is inadmissible in any other proceedings for purposes of establishing a practice or precedent. It is admissible to the extent necessary to enforce the provisions herein.
5. The Parties agree to utilize a payroll notation to alert the payroll department as to occasions when this Agreement is being implemented.
6. This Side Letter of Agreement expires on its own terms on June 30, 2024.
7. This Memorandum of Agreement is subject to ratification by the Federation and the School Committee.

By their signatures below the signatories bind their respective parties.



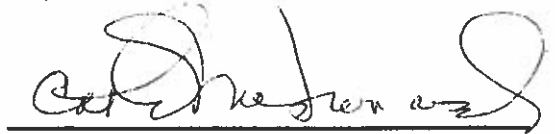
For the Springfield School Committee

Dated:



For the Springfield Empowerment Zone Partnership

Dated: 5/15/23



For the Springfield Federation of
Paraprofessionals, Local 4098

Dated: 5/11/23