

**SPRINGFIELD SCHOOL COMMITTEE
SPRINGFIELD FEDERATION OF PARAPROFESSIONAL
LEVEL 4 PROPOSALS
September 24, 2010**

The Springfield School Committee proposes to amend all articles and sections of the collective bargaining agreement that will provide the conditions necessary to maximize the rapid achievement of students in Level 4 schools and close the achievement gap.

The Committee has identified articles and sections of the contract to be amended with each proposal or indicates that a new article or section of the contract needs to be included. In any instance where a Level 4 proposal is in conflict with any section of the contract, whether enumerated or not, it is the Committee's proposal that these Level 4 proposals shall supersede those sections of the contract as well.

The definition of staff in regards to this agreement is: All Paraprofessionals, Assistant Teachers, LPNs, Certified Nursing Assistants, and Health Assistants assigned to a Level 4 designated school. OTA's and PTA's are excluded from this agreement.

("2010 and 2011" indicates that this proposal becomes effective during the 2010-2011 school year. "2011 and 2012" indicates that this proposal becomes effective during the 2011-2012 school year.)

Work Day / Work Year

1. Art. 5.F.1a. The work day for Paraprofessionals, Assistant Teachers, LPNs who normally worked 6.5 hours and CNA's shall be up to seven (7) hours and fifteen (15) minutes (but no less than six and one-half hours) exclusive of a duty free lunch period. (2010-2011 Kiley) (2011-2012 for others)
2. Art. 5.F.1b. The work day of Health Assistants and LPNs who normally worked 7 hours will be up to seven (7) hours and thirty (30) minutes (but no less than seven hours) exclusive of a duty free lunch period. (2010-2011 Kiley) (2011-2012 for others)
3. Art. 5.F.3. Add: An additional Professional Development Day will be scheduled in August, prior to the beginning of the school year. The time, place and agenda of the day will be determined by the Principal. The date will be contiguous with the other Professional Development days before the start of a school year.(2011-2012)
4. Art. 5.F.3A will be amended. Professional Development days will consist of a full work day as established for the Level 4 school the employee is employed in and a one-half hour of unpaid lunch. This modifies the Paraprofessionals calendar (on

page 57) with 4 days of professional development, sub total of 185 working days and a total 199 paid days (2011-2012)

5. Art. 5.F Add. The Principal shall establish the master schedule for students and staff (2010-2011 Kiley)(2011-2012). The schedule (inclusive of hours of work and length of school day) shall be made available to employees two weeks before the beginning of the transfer process. Changes to the schedule at Kiley in the 2010-11 school year will not be made until the beginning of the second quarter, and the District will endeavor to provide staff with three weeks notice of a change to the schedule. The Principal, subject to the approval of the Superintendent, will establish the work day and work year for his/her school. (2010-2011 school year). Changes to the school year schedules for the 2011-2012 and subsequent school years will be posted two weeks before the beginning of the transfer process.

Staff Assignment

1. Art. 5.E will be amended. Each staff member's assignment (not their schedule) will be determined by the Principal and subject to change as needed. (2010-2011 Kiley) (2011-2012 for others)

IEP Bus Assignment

1. Art. 5.G.6 will be amended. Staff will perform duties described in Art. 5.G.6 of the contract for the school they are assigned only when written into an IEP and subject to the approval of the Principal and the Chief School's Officer. In the event that there are insufficient volunteers for this duty staff may be assigned. Employees may sign up to volunteer for this assignment in the Principal's office. (2010-2011 Kiley) (2011-2012 for others)

Compensation

1. Art. 19.I Add. All staff, as defined by this agreement, assigned to a level four school which meets one or more of the annual benchmarks for student performance as established by the State and the District, may be eligible to receive a bonus up to five percent (5%) of their base pay. This bonus will not be added to their base pay. The award of a bonus is further contingent upon the availability of sufficient monies from SIG Grant funds, TIF Grant Funds or other non General Fund grant monies specifically dedicated for use to compensate staff of Level 4 schools. Based upon the ability to acquire additional funding, this bonus may be increased up to ten percent (10%) of their base pay. Any bonus paid as a result of this section will be paid on the basis of the percentage of work days that an employee was in attendance at the Level 4 school the previous school

year. For example, if the employees at the school earn a 5% bonus, an employee with perfect attendance would be awarded the full 5% of base pay bonus. If an employee was absent from the Level 4 school for 10% of the work days, the employee would receive 90% of the 5% of base pay bonus.(2010-2011 Kiley-the bonus, if eligible and available, will be paid in the fall of 2011)) (2011-2012 school year-the bonus, if eligible and available, will be paid in the fall of 2012)

2. Staff as defined above who work part-time in one or more Level 4 schools will receive a pro rata share of the bonus referenced in paragraph 1 above, provided that they are assigned at least 50% of their work time in a Level 4 school.
3. Compensation for scheduled hours shall be paid in accordance with the contract and the law.

Measurable Annual Goals

For all schools except for Commerce

5% incentive	Goal set by state or district
Goal 1 CPI Math 1%	State
Goal 2 CPI ELA 1%	State
Goal 3 MSG Math 1%	State
Goal 4 MSG ELA 1%	State
Goal 5 Student attendance 1%	District

10% incentive	
Goal 1 CPI Math 2%	State
Goal 2 CPI ELA 2%	State
Goal 3 MSG Math 1% and MSG ELA 1%	State
Goal 4 Paraprofessional attendance 1%	District
Goal 5 Student attendance 2%	District
Goal 6 External Suspensions 1%	District

For Commerce

5% incentive	
Goal 1 CPI Math 1%	State
Goal 2 CPI ELA 1%	State
Goal 3 MSG Math .5% MSG ELA .5%	State
Goal 4 4 year graduation 1%	District
Goal 5 Student attendance 1%	District


10% incentive	
Goal 1 CPI Math 2%	State
Goal 2 CPI ELA 2%	State

Goal 3	MSG Math .5% and MSG ELA .5%	State
Goal 4	Paraprofessional attendance 1%	District
Goal 5	Student attendance 2%	District
Goal 6	External Suspensions 1%	District
Goal 7	Graduation Rate 1%	District

District and State goals shall be published at each school within three weeks of the district receiving the state's goals.

Transfer and Reassignment

6. Art. 6.A Add. The Principal with the approval of the Superintendent may **transfer** staff from a Level 4 school whose performance will not lead to the school's ability to meet the identified achievement goals. This may not be grieved or submitted to arbitration. Staff will be notified in writing and there will be no requirement for a meeting with the employee to discuss the transfer. Staff will be given 14 calendar days notice of a change in assignment. Employees assigned to a Level 4 school may request a hardship transfer from a Level 4 school (or request maintaining his/her current schedule) by submitting a written request to the Executive Director of Human Resources or designee who shall review same. An employee may request a meeting with The Executive Director of Human Resources with or without Union representation. The Executive Director of Human Resource's or designee's decision shall be final with respect to such request. (2010-2011)

or designee


Changes to the Plan

1. The Superintendent reserves the right to initiate bargaining with the Union over additional changes to working conditions and/or provisions of the collective bargaining agreement should the Superintendent believe that these changes are necessary to maximize the rapid achievement of students in Level 4 schools. (2010-2011)
2. Level 4 schools are as follows:
 - a. Commerce
 - b. Kiley
 - c. Kennedy
 - d. Chestnut
 - e. Zanetti
 - f. Homer
 - g. White
 - h. Gerena
 - i. Brookings

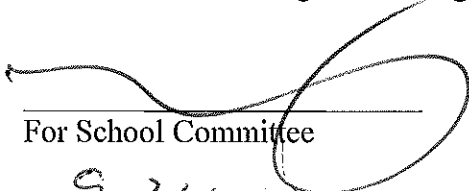
j. Brightwood

Evaluations

1. Art. 12.A.7 to be amended to read: Staff in Level 4 schools will be evaluated on an annual basis by the Principal (with input from teachers). This evaluation will take place in the month of May. Staff must receive a rating of "very good" or above in all six areas of the evaluation to be eligible for the Level 4 incentive as described in Art. 19.I. Staff who receive an evaluation that makes him/her ineligible may seek review by the Principal of his/her school and a final appeal to the Superintendent's designee. Said review and appeal will only be available when bonus money is to be awarded at that staff member's specific school. Staff members may bring Union representation to said review and appeal. (2010-2011 Kiley) (2011-2012 for others)

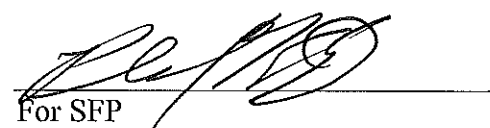
Duration

1. Art.23 Add Once a school loses its designation as Level 4 the changes in working conditions and changes to the collective bargaining agreement established herein shall no longer apply. In the event that Level 4 designation continues beyond a three year period the non- compensatory changes in the agreement (specifically all changes above except for items 1 and 2 under Compensation) would remain in effect even if grant funding is not available.



For School Committee
9-24-10

Date



For SFP
9/24/10

Date

