

MEMORANDUM OF AGREEMENT

BETWEEN

SPRINGFIELD SCHOOL COMMITTEE

AND

**SPRINGFIELD FEDERATION OF PARAPROFESSIONALS, LOCAL 4098,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

The parties to this Agreement include the Springfield School Committee (hereinafter "Committee") and Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO (hereinafter "Union"). The jurisdiction of the Federation shall include all Unit D bargaining unit members.

The parties recognize that UP Education Network has been selected to manage the John F. Kennedy Middle School. UP Education Network requires certain flexibilities in its management of UP Academy Kennedy Middle School (hereinafter "Kennedy") and these flexibilities may not be present in other Springfield Public Schools. With the exception of the following amendments, the Collective Bargaining Agreement between the Springfield Federation of Paraprofessionals and the Springfield School Committee and the amendments to the collective bargaining agreement as modified by the Level 4 Joint Resolution Committee decision between the Committee and the Union are in full force and effect. As such the parties agree as follows:

1. Members of bargaining Unit D working at Kennedy will work fifteen (15) additional professional development days at the start of the school year.
 - a. These days are required for bargaining unit members working at Kennedy and bargaining unit members will be paid for the time according to their hourly rate.
 - b. Each of these fifteen (15) days has eight (8) scheduled hours, including seven and a half (7.5) hours of paid time and a 30-minute duty-free lunch.
 - c. Bargaining unit members at Kennedy are expected to work these days from 8 a.m. until 4 p.m., except for one preannounced day when the schedule will run from 10 a.m. until 6 p.m. Bargaining unit members will be given at least three (3) weeks' advance notice of this date.
2. Bargaining unit members working at Kennedy will, by August 10 each year, decide whether to opt in to the extended day schedule at Kennedy. Any new hire at Kennedy who starts after August 10 has five (5) days to decide whether s/he is working the extended day schedule that year.
 - a. Working conditions for bargaining unit members who elect not to participate in the extended day schedule will be as defined in the collective bargaining agreement and the amendments to the collective bargaining agreement as modified by the Level 4 Joint Resolution Committee decision between the Committee and the Union.

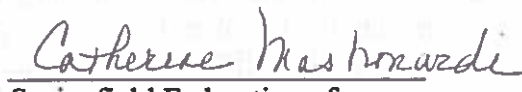
- b. For bargaining unit members at Kennedy who elect to work the extended day schedule:
- i. Bargaining unit members will commit for an entire school year.
 - ii. Bargaining unit members will have, for each of the 180 student days that Kennedy is in session, a scheduled day of nine (9) hours, including 8 and a half (8.5) hours of paid time and a 30-minute duty-free lunch.
 - 1. The final half-hour of paid time will be paid as overtime at time-and-a-half pay.
 - 2. Therefore, bargaining unit members working the extended day schedule will be paid for eight and three-quarters (8.75) hours of work on a student day.
 - iii. Bargaining unit members who have opted in to the extended day schedule will be paid for eight and three-quarters (8.75) hours of time on paid sick days and holidays as defined in the collective bargaining agreement.
3. Kennedy will hold three evening family events over the course of the school year. Bargaining unit members may opt into working these events and will be paid for the time. Hours worked over eight (8) hours on these evening family event days will be paid at the rate of time and one-half (1 ½).

This Agreement shall take effect on July 26, 2016. This agreement shall remain in effect for the duration provided for in the Joint Resolution Committee Decision (AAA case # 11 390 1958 10).

By their signatures below the signatories bind their respective parties.


For the Committee

8/9/16
Date


Springfield Federation of
Paraprofessionals, Local 4098

7-26-16
Date