

## **MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Derby Board of Education (the “Board”) and the United Electrical Radio and machine Workers of America (UE), Local 222, CILU #43 (the “Union”) representing the Board’s paraprofessional bargaining unit, are parties to a collective bargaining agreement between the Board and the Union effective July 1, 2016 through June 30, 2020 (the “Contract”);

**WHEREAS**, the Contract makes no provision for a stipend for bargaining unit members working in learning centers or Little Raiders University (“LRU”).

**WHEREAS**, the parties are desirous of creating a stipend for bargaining unit members working in learning centers or LRU.

**NOW THEREFORE**, the Board and the Union enter into this Memorandum of Understanding and agree as follows:

1. Bargaining unit members shall be paid a stipend of three dollars (\$3.00) an hour in addition to their base wage rates for all hours worked in a learning center or LRU as determined by the Superintendent.
2. The stipend is only paid when a paraprofessional is working with a student or students assigned to a learning center or LRU in such learning center or LRU.
3. The stipend is only paid for actual hours worked in a learning center or LRU and is not paid in connection with any other compensation, including compensation for leave of any kind, including sick, personal, and vacation leave.
4. The stipend does not apply if a paraprofessional is asked or assigned to do class coverage.
5. This Memorandum of Understanding is applicable only to the circumstances and conditions outlined above beginning on July 1, 2019 unless otherwise notified to become applicable on a date sooner than July 1, 2019 as determined by the Superintendent.
6. This Memorandum of Understanding is applicable only to the circumstances and conditions outlined above and shall expire on June 30, 2020.
7. The Board and the Union agree that this Memorandum of Understanding and the terms and conditions set forth herein shall neither establish a past practice nor a precedent with respect to the Agreement or the relationship of the parties.

8. Accordingly, this Memorandum of Understanding shall neither be used nor introduced during future contract negotiations or interest arbitration proceedings.

**THE BOARD**

**THE UNION**

\_\_\_\_\_  
Jim Gildea, Chairman  
Derby Board of Education

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United Electrical Radio and Machine  
Workers of America (UE), Local 222,  
CILU #43

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_