

**Joint Memorandum of Understanding
On Return to In-Person Instruction
Between
The Springfield School Committee
and
The Springfield Education Association
and
The Springfield Administrators Association
and
The Springfield Federation of Paraprofessionals**

1. Providing Information to Members

The District will provide information to employees concerning accessing buildings, safety protocols on an on-going basis (Appendix A), the most recent ***COVID-19 Staff Safety Training Handbook (Appendix B) and Approved Plan for Returning to Schools for In-Person Learning currently, SPS Plan for Return to School Adopted 3-11-21 (Appendix c)***. The information, Handbook and Plan will be emailed to all employees as well as be posted on the District Intranet (MySPS) on the Covid-19 page. This information may change due to new guidance from the CDC and/or Department of Public Health or advice from the local department of public health or DESE, therefore the most recent documents will be attached as **Appendix A, B and C**

2. Supporting Staff Health

A. Time off for Vaccinations

Staff members shall be given up to a total maximum of four hours off with pay for the purpose of being fully vaccinated for COVID-19. The time off with pay shall not be charged to disability and emergency leave or any other paid time off. Proof of scheduled appointment(s) prior to such appointment and submission of certification from a health care provider that the staff member has participated in a vaccination procedure for COVID-19 is to be submitted to principal.

B. Pool testing

The District will provide pooled testing as part of DESE plan or based on the DESE plan.

C. Disability and Emergency Days

On July 1, 2021 all staff working through the 2020-2021 school year who are returning to in-person education and who used four (4) or less disability and emergency (sick) leave days as of April 5, 2021 during the 2020-2021 SY will "earn" the additional 5 disability and emergency (sick) days and on July 1, 2021 will be credited 15 disability. Any disability and emergency (sick) leave days, granted to an employee, prior to April 5th who documents that the days were taken due to a COVID -19 illness, shall not count towards the four disability and emergency leave days referenced above and on July 1 will be credited with 15 days.

- D. Covid-19 Emergency Leave policy will be brought to the School Committee to extend the deadline to the end of the 2021-2022 school year.

3. Preparing for In-Person Instruction

A. Requests to Work Remotely

- 1) For the 2020-2021 school year, the District will prioritize the following employees for remote work once appropriate medical documentation supporting the request has been submitted by the employee to the Human Resources department:
 - a) SPS employees with certain underlying medical conditions identified by the CDC or MADPH that put an individual at an increased risk for severe illness if exposed to COVID-19, who request to work remotely and, at the sole discretion of the District, are able to perform their job duties remotely; or
 - b) SPS employees with certain underlying medical conditions identified by the CDC or MADPH that might put an individual at an increased risk for severe illness if exposed to COVID-19, who request to work remotely and, at the sole discretion of the District, are able to perform their job duties remotely.
 - c) SPS employees who are nursing, who request to work remotely and, at the sole discretion of the District, are able to perform their job duties remotely.
- 2) For the 2020-2021 school year, members of the bargaining units who are unable to be vaccinated based on their health care provider's recommendation and who do not have a disability under the ADA or do not qualify under 1) a. & b.) above are not eligible for remote work and may request an unpaid leave pursuant to the existing applicable collective bargaining agreement provisions. Notwithstanding the foregoing, the District retains the right to determine whether or not to allow work to be performed remotely.
- 3) For the 2020-2021 school year, members of the bargaining units who have a household member who is at an increased risk for severe illness if exposed to COVID-19 or who might be at an increased risk for severe illness if exposed to COVID-19 are not eligible for remote work and may request an unpaid leave pursuant to the existing applicable collective bargaining agreement provisions. Notwithstanding the foregoing, the District retains the right to determine whether or not to allow work to be performed remotely.
- 4) For the 2020-2021 school year, members of the bargaining units who are unable to obtain childcare are not eligible for remote work and may request an unpaid leave pursuant to the existing applicable collective bargaining agreement provisions. Notwithstanding the foregoing, the District retains the right to determine whether or not to allow work to be performed remotely.
- 5) Absent approval to work remotely or approved leave, employees will report to their school building or other assigned District-work location within the District to perform their work, unless directed otherwise by the Superintendent.
- 6) Employees working from any location outside of their District-assigned work location shall do so from an appropriate, professional, dedicated workspace.

B. Activities to Prepare for Teaching from Buildings

- 1) Any activities that bargaining unit members must complete to prepare for in-person instruction will take place during normal work hours or, if pre-approved in writing by the principal or appropriate supervisor, staff shall be compensated for the work if outside of normal work hours (moving classrooms, classroom set up, training, etc.).
- 2) If educators are required to call parents in preparation for hybrid, including to administer the return to school survey, it will be done during normal working hours or they will be compensated according to their collective bargaining agreement.

4. In-Person Instruction

A. Staff Return to Buildings for Instruction

All administrators, and phase 1 educators will return to school buildings to carry out their educational responsibilities on March 29th. All other educators will return to school buildings to carry out their responsibilities on April 5.

B. Classroom Coverage

- 1) Educators approved to work remotely, will teach remotely while another staff member as determined by the principal provides a physical presence in the classroom for those students who are in- person.
- 2) During the COVID-19 Pandemic, paraprofessionals who are working as the teacher of record shall receive the long- term sub rate and remain a Unit D member.
- 3) During the COVID-19 pandemic, when the teacher of record is approved to work remotely and the staff member assigned to provide a physical presence in the classroom is a member of the paraprofessional bargaining unit, the bargaining unit member providing the physical presence in the classroom will be paid, in accordance with the contract between the Springfield School Committee and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO, Article V Working Conditions d. Substitutes.

C. Teaching Expectations

- 1) Educators will not be expected to accept a child into their classroom whose cohort is not in person that day.
- 2) Except for scheduled breaks, lunch, and recess, students will be engaged in synchronous instruction throughout the school day, five days per week regardless of whether they are learning in-person or remotely on a particular day through a combination of whole group, small group, 1:1, and independent learning activities as determined by the educator based on student needs.
- 3) Special Education, Related Services, and ESL services will continue to be delivered via a "Push-In" model whenever possible in accordance with the student's IEP to minimize the need for students to transition.
- 4) The district will supply the necessary equipment to ensure that materials can be stored for individual use by students.

D. SEEDS

- 1) The District agrees to review SEEDS related issues with the union. For teachers, evaluators

shall consider the special circumstances related to the COVID-19 pandemic, including, but not limited to, teaching outside one's area of certification, adjusting to the challenges of remote teaching, larger than usual class size, and extended absences related to the pandemic. Evaluators will continue to do observations remotely.

2) Learning Walks are not evaluative.

E. Ensuring Staff and Student Safety

- 1) All staff and students who do not have a documented medical exemption shall wear masks, at all times, when on school grounds except when eating and during scheduled mask breaks.
- 2) For 2020-2021 SY Transparent face masks to be prioritized for staff working with EL and hearing-impaired students. Provided to others upon request if, appropriate and available.
- 3) District will provide appropriate training for educators for return to in-person.
- 4) For the 2020-2021 school year, staff renewing their CPI certification will be trained virtually. Staff that will be receiving the initial training will have to be trained in person. The training environment will meet the Districts COVID-19 social distancing, masking and other guidelines.
- 5) All PPE, disinfecting materials, hand sanitizer and hand washing supplies must be in each workspace prior to the opening of school each day. All PPE, disinfecting materials, hand sanitizer and hand washing supplies must be in each workspace prior to the opening of school each day. If any of the above are not available in the workspace **Appendix D** includes the appropriate protocol to follow to receive the needed PPE.
- 6) Hand sanitizer will be available at all the entrances to the buildings.
- 7) Disposable gowns for diapering will be provided based on individual student needs.
- 8) Only the nurse can escort students to their office.
- 9) The District will provide signage to be posted on how to properly put on and remove masks.
- 10) Educators are not responsible for cleaning but will be given supplies if they wish to clean their own area.
- 11) Schools will develop a plan, where necessary, for parent pickup and siblings meeting up to walk home that meets social distancing guidelines.
- 12) To the extent possible, all meetings will continue to be conducted remotely. Any in-person meeting will follow District COVID-19 Safety protocols. The meeting organizer will provide a zoom link for every meeting.
- 13) Outside service providers who are not under contract with the Springfield Public Schools shall not enter the buildings, and will continue to work remotely with students on their caseload.
- 14) Ventilation
 - a) The District has hired an industrial Hygienist to ensure that the schools meet ASHRAE standards. The District will provide his report to the unions.
 - b) The District will provide a video to the unions to be posted on their websites and Facebook pages that explains the different ventilation systems, and how they work. The unions will be provided with the kind of ventilation system in the schools.

F. Technology Support for the 2020-2021 School Year

- 1) Educators will continue to use Schoology (K-5), Unified Classroom (6-12) or Google

Classroom as the primary online platform.

2) The District will continue to provide:

- a) a computer
- b) Headphones for circumstances where remote learning from the classroom is taking place.
- c) Learning Management Systems
 - Schoology (PK – 5th grade)
 - Unified Classroom: 6th to 12th grade
- d) Video Conferencing
 - Zoom
 - Microsoft Teams
- e) Office 365 – applications like Word, Excel, and PowerPoint, as well as email, to support student learning.
- f) Other learning applications such as iReady and NearPod or others that support student learning and those that meet the needs of preschool and EL students, and students with disabilities.
- g) DyKnow to monitor student screens and online activities during school.
- h) Cisco Umbrella which blocks students from accessing inappropriate content (as outlined by the Childhood Internet Protection Act) on SPS-provided devices.
- i) Teachers will be provided with a webcam to facilitate teaching in-person and remote students concurrently.
- j) The District maintains a Service Desk where staff can access numerous help articles and submit a ticket requesting help:

G. Medical Waiting Room

Volunteers will be the primary source for providing staffing of the Medical Waiting Room. They will be provided with appropriate PPE and training. Unit D members who provide staffing of the Medical Waiting Room will be compensated in accordance with the contract between the Springfield School Committee and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO, Article V Working Conditions d. Substitutes. Unit A members who are required to cover the room will receive contractual hourly rate only during their preparation period per the contract between the Springfield School Committee and the Springfield Education Association Appendix B 5."

H. Coaching and Extracurricular Activities

Staff who offer remote extracurricular activities and coaches shall receive the appropriate share of their stipends based on work performed in accordance with the contract between the Springfield Education Association and the Springfield School Committee Appendix B through B-6.

5. All provisions of the collective bargaining agreement between the SPS and the Springfield Education Association, Springfield Administrators Association, and the Springfield Federation of Paraprofessionals shall remain in effect except to the extent such provisions have been durationally modified by this Contract Amendment.

6. This MOU is temporary and will stay in force and effect through the 2020 – 2021FY.

For Springfield Education Association:  Date: 3/22/2021

For Springfield Administrators Association:  Date: 3/22/2021

For Springfield Federation of Paraprofessionals: Catherine Martonally Date: 3/22/2021

For Springfield Public Schools: _____ Date: _____