

MEMORANDUM OF AGREEMENT
between
The Springfield School Committee
and
The Springfield Federation of Paraprofessionals
(Re: Diapering/Toileting)

June ____, 2023

The parties to this Memorandum of Agreement (“MOA”) are the Springfield School Committee and the Springfield Federation of Paraprofessionals (“Union”). The parties to this MOA are also parties to a Collective Bargaining Agreement (“CBA”) for the period of July 1, 2021 through June 30, 2024.

WHEREAS the parties are desirous of amending and clarifying the *Diapering/Toileting* language in Article V. WORKING CONDITIONS, K. Diapering/Toileting of the CBA effective with the 2023 – 2024 school year.

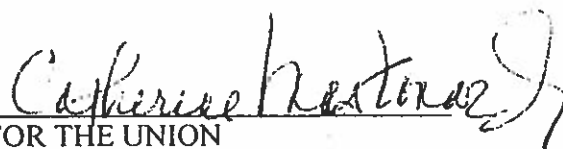
NOW THEREFORE, the parties agree:

1. To delete the existing language in Article V. WORKING CONDITIONS, K. Diapering/Toileting of the CBA in its entirety and insert the language per Attachment A, hereto.
2. This MOA is effective July 1, 2023.
3. This MOA is subject to ratification by the School Committee.

By their signatures below the parties bind their respective organizations.



FOR THE SPRINGFIELD PUBLIC SCHOOLS



FOR THE UNION

6/23/23

DATE

6/6/23

DATE

ATTACHMENT A

K. Diapering/Toileting

The parties recognize that some students must be diapered/toileted, or toilet trained during the school day.

1. **Assignment** – Bargaining Unit Members diaper/toilet as follows:

- *LPNs, Health Assistants, and Certified Nursing Assistants* are required to diaper/toilet students, as needed.
- *Paraeducators hired prior to April 16, 1998*, have first preference to volunteer for all diapering/toileting assignments for up to three (3) students. If there are no other volunteers, the Paraeducator may volunteer for up to nine (9) students upon approval of the Principal.
- *Paraeducators hired on or after April 16, 1998*, may volunteer for any remaining diapering/toileting assignments for up to three (3) students. If there are no other volunteers, the Paraeducator may volunteer for up to nine (9) students upon approval of the Principal.
- Any diapering/toileting assignments remaining after all volunteers have been assigned will be assigned by the Principal, based on reverse seniority.
- An assignment that requires diapering/toileting of more than ~~six~~ nine children will need an additional Bargaining Unit Member to perform these services.
- In the event that the Paraeducator providing diapering/toileting services leaves the school in which they are providing those services, the assignment will be offered in order of most seniority to Paraeducators presently working in that school.

2. **Payment** – Bargaining Unit Members performing diapering/toileting services on a regular basis as part of their regular, volunteer or assigned duties will be paid as follows:

- Diaper/toilet **one to three (1 – 3)** students will be paid a monthly stipend of \$100.00 for up to ten months per regular school year to a yearly maximum of \$1,000.00.
- Diaper/toilet **four to six (4 – 6)** students a will be paid a monthly stipend of \$200.00 for up to ten months per regular school year to a yearly maximum of \$2,000.00.
- Diaper/toilet **seven to nine (7 – 9)** students will be paid a monthly stipend of \$300.00 for up to ten months per regular school year to a yearly maximum of \$3,000.00.
- If two Bargaining Unit Members are needed to diaper/toilet any student in a wheelchair that has to be lifted, then both Bargaining Unit Members will be paid the appropriate monthly stipend.
- In the event that the Principal assigns a Paraeducator to cover and provide diapering/toileting services on an emergency basis when the Paraprofessional who regularly provides these services is unavailable, that Paraeducator covering will be paid \$5.00 per day for diapering/toileting regardless of the number of students. The Principal has the discretion who to assign to cover these services.

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Cm

3. Additional Provisions

- The Springfield Public Schools agrees to provide training for Bargaining Unit Members assigned to these duties.
- Bargaining Unit Members with these duty assignments will be offered Hepatitis-B shots free of charge. Bargaining Unit Members will receive annual notification informing them of the Hepatitis-B shot schedule.
- Adequate areas, as well as supplies, to perform these services will be provided.
- Within the course of their employment, Bargaining Unit Members will continue to receive indemnification as provided by the City of Springfield.
- Under Education Reform, Principals have the responsibility of hiring.

GR
6/6/23