

PREAMBLE

The Parties agree to implement a Culture of Achievement that enhances a system-wide focus on student achievement. This system-wide goal is to maximize opportunities to learn so that all students can achieve at the highest possible levels. The Parties further agree that improved student learning is enhanced by a school-wide culture in which everyone believes and acts in accordance with the belief that all learners can achieve and all actions with students and parents illustrate and confirm our commitment to this belief. Students are surrounded by others – Teachers, administrators and other adults – who are dedicated to continuous improvement in learning on the part of all students, staff and parents. The Parties agree that parental support, effective effort by students and the effective preparation and implementation of instruction by classroom Teachers are the most important and prominent determinants of student achievement. A supportive school climate is essential for parents, Teachers and administrators to effectively impact student learning.

Accordingly, the following initiatives have been undertaken by the Springfield Public Schools:

- System-wide Pupil Progression Policy that standardizes pupil promotion and practices related to the progress of students across all schools, for all students from Pre-Kindergarten through Grade 12.
- Monitoring procedures for pupil progression implementation, which includes evaluation elements for school administrators.
- Comprehensive Reading Plan for all Pre-K – 12 schools.
- English Language Learners Plan for all Pre-K – 12 schools.
- Comprehensive Mathematics and Science Plan for all Pre-K – 12 schools.
- Code of student conduct that reinforces an environment of mutual respect in schools, delineates expectations for student behavior, and establishes protocols for disciplinary action.
- School and district processes for problem solving on academic achievement and social/emotional/behavioral issues.

Purpose of the Agreement. The Parties agree that this Agreement lays out guiding principles and practices that address hours, wages and conditions of employment. Springfield Public Schools and the Springfield Education Association also enter a partnership to mutually work toward fulfillment of our combined mission to maximize the learning of every student in Springfield. The quality of life in our community and the quality of education for our students is dependent upon our mutual efforts to put students at the center of our work, and assure that the nature of our agreement, the decisions we make, and the practices in which we engage are focused on moving all of our students to the highest possible level of learning. We want every student to graduate on time, and with the requisite academic and social skills to be successful in their post-high school endeavors.

Goals of the Compensation System. The compensation system for Teachers set forth herein, address four (4) main goals.

1. **Motivation Goals.** A compensation system should motivate Teachers to achieve specified goals by providing additional compensation for the achievement of those goals, as well as fairly differentiating Teachers' performance on goal achievement. These goals include, but are not limited to, setting high standards, enhancing the achievement of all students, performing specified additional duties (e.g., mentoring, accepting assignment to a school in need of improvement), and participating in professional development. In order to accomplish this mission, specific measurement of goal achievement must be clearly defined.

2. **Career Goals.** A compensation system should provide appropriate compensation to attract, motivate, and retain high quality Teachers in all specialties over the course of a career. These goals include economic and professional growth for Teachers as they move through a career. Compensation should be competitive with other school districts and private sector employers in order to retain the best Teachers for their entire careers.

3. **Professional Goals.** A compensation system should enhance the professional standing and dignity of Teachers. Teaching is a profession requiring an advanced degree not an industrial craft. The compensation system should allow a Teacher to take on additional responsibilities and be compensated. A well-designed system allows risk-taking and innovation in the pursuit of student achievement to be encouraged and rewarded.

4. **System Goals.** A compensation system must be affordable, manageable, fair, sustainable, comprehensive, flexible and understandable by those that are a part of it.

The Preamble shall not be subject to the Grievance and arbitration provisions of this Agreement.

ARTICLE 1 ASSOCIATION RECOGNITION AND DEFINITIONS

A. Association Recognition. The Committee recognizes the Association as the exclusive bargaining agent and representative of all employees in the current Unit A, including all Teachers, counselors, library/media specialists, reading specialists, department chairpersons in the K-8, middle schools, and high schools, therapists, psychologists, occupational therapists, physical therapists, evaluation team leaders and Teachers on leave of absence. The Association is excluded as a bargaining agent and representative of day to day substitutes, all other employees and further excluding all confidential and managerial employees as defined in the Law, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

B. Definitions.

1. "Association" as used in this Agreement means the official entity of the Springfield Education Association.

2. "Association Representative" as used in this Agreement means any duly-authorized designee of the Association.
3. "Business Office" as used in this Agreement means the Department of the Springfield Public Schools charged with carrying out all administrative business and finance functions such as payroll, accounts payable, central ordering, etc.
4. "Central Office" as used in this Agreement means the organizational structure and non-school personnel within the Springfield Public School District who support the learning effort, and the implementation of Committee policies.
5. "City" as used in this Agreement means the geographical, political and administrative entity of Springfield, Massachusetts.
6. "Code of Student Conduct" as used in this Agreement means the document that describes disruptive conduct, standardizes school response procedures, assures the rights of students and suggests strategies for reintegrating suspended students.
7. "Committee" as used in this Agreement means the Springfield School Committee.
8. "Committee on Professional Development" as used in this Agreement means a committee made up of representatives of the Springfield Education Association and Central Office who plan professional development.
9. "Core Academic" subjects are defined as English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, History, and geography.
10. "Day-to-Day Substitutes" as used in this Agreement means those temporary teachers who serve in temporary vacancies caused by the authorized absence of the regular Teacher or the promotion of a Teacher to another position. Day-to-Day Substitutes are not covered by this Agreement.
11. "Floating Teacher" as used in this Agreement means a Teacher that is assigned to teach in at least two (2) rooms and that does not have an assigned classroom of their own.
12. "Evaluation Team Leader" or "ETL" as used in this Agreement means an individual who coordinates all aspects of the special education process for students who may be suspected of being in need of special education services.
13. "Grievance" as used in this Agreement means a claim by a Teacher that there has been a violation of an express, written provision of this Agreement relating to wages, hours or other conditions of employment.
14. "Highly Qualified" as used in this Agreement means the status required of all Teachers under the No Child Left Behind Act.

15. "Human Resources Department" means the department responsible for all functions related to personnel including staffing, hiring, counseling, policy administration, and record keeping for all licensed and non-licensed staff. In addition, it participates in labor relations, benefits administration, and special projects as required.
16. "Human Resources Executive Director" as used in this Agreement means the individual charged with the responsibility of the overall functions of the Human Resources Department.
17. "Individual Education Plan" (IEP) as used in this Agreement means a written statement, developed and approved in accordance with federal special education law in a form established by the School District that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.
18. "Interim Teacher" as used in this Agreement means a Teacher who is hired to fill a budgeted position in which a regular Teacher is on leave for at least thirty (30) working days but not more than one school year. The Interim Teacher will be placed on the compensation schedule at the provisional level but the incumbent Teacher has the right to return to the position, subject to the Executive Director of Human Resources' determination.
19. "Learning Outcomes" or "Outcomes" as used in this Agreement means grade level standards as defined by the Massachusetts Curriculum Frameworks.
20. "Massachusetts Curriculum Frameworks" or "Frameworks" as used in this Agreement means content specific standards set by the Commonwealth of Massachusetts Department of Education that must be assessed.
21. "Massachusetts Department of Education Professional Standards for Teachers" as used in this Agreement means the standards that define the pedagogical and other professional knowledge and skills required of all Teachers who attain Teacher Licensure in Massachusetts.
22. "Parties" as used in this Agreement means the Committee and the Association as participants in this Agreement.
23. "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.
24. "Professional Development Plan" as used in this Agreement means documented coursework and workshops required for a Teacher to attain or renew licensure and be Highly Qualified under the No Child Left Behind Act.
25. "Rules and Regulations of the Committee" as used in this Agreement means the District's policies pertaining to the conduct of teachers and students.

26. "Springfield Curricula/Instructional Planning Center" or "Learning Center" as used in this Agreement means a repository of approved lesson plans developed by Teachers locally which meet required criteria.
27. "Springfield School District Plans" as used in this Agreement means the major plan as indicated in the Preamble of this Agreement.
28. "School" as used in this Agreement means any work location or functional division maintained by the School District.
29. "School Advisory Council" as used in this Agreement means (as provided for in Chapter 71, Chapter 59c of the General Laws of Massachusetts.
30. "School District" as used in this Agreement means the official entity of the City of Springfield and Commonwealth of Massachusetts charged with the responsibility for operating all school and educational programs.
31. "School Improvement Plan" or "SIP" as used in this Agreement means a data based action plan to increase student achievement through improved curriculum, instruction, and assessment.
32. "Staffing Allocation Plan" or "SAP" as used in this Agreement means the plan used to determine allocations for instructional and clerical personnel to schools funded under the General Fund of the budget. Also included are the allocation guidelines for special education students, the English Language Learner (ELL) and English for Speakers of Other Languages (E.S.O.L.) programs, vocational education, special allocations, and custodian allocations.
33. "Teacher" and the term "Person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I, Section A.
34. "Teacher With Professional Status" as used in this Agreement means a Teacher who has successfully completed three (3) years of employment in the district under their area of licensure. Teachers who come to the Springfield Public Schools from a district where they held professional teacher status may be granted professional teacher status in Springfield prior to three years. In no instance, however, shall they be granted professional teacher status prior to the completion of one school year.
35. "Teacher Without Professional Status" as used in this Agreement means a Teacher who is hired as a result of a bona fide vacancy, with a contract, and has the duties and responsibilities of a Teacher. Individuals remain as Teachers Without Professional Status until they have completed three (3) years of employment in the district under their area of licensure. Partial years will not be counted. This Teacher will be placed in the appropriate job description and on the compensation schedule in accordance with the agreed upon process.

ARTICLE 2 MANAGEMENT AND COMMITTEE RIGHTS

The Committee is a public body established under, and with powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee and the Superintendent under the statutes of the Commonwealth or the rules and regulations of the agencies of the Commonwealth.

Except as otherwise expressly provided in this Agreement or Chapter 71, the Committee, Superintendent and their delegates retain all customary powers, rights, duties and authority. The enumeration of management rights in this Article shall not be construed as a limitation of management's rights, but rather as an illustration of the nature of rights inherent in the management of the School District. These rights, whether exercised or not, include without being limited to, all rights and powers given the Committee and the Superintendent by law; the right to manage and control the School District and its activities and to direct and control the work of Teachers and other employees and the use of its properties, facilities and equipment; the right to establish duties; to require such standard of performance as it may deem appropriate; the right to maintain discipline, order and efficiency; the right to determine methods and procedures and to direct Teachers; the right to promote Teachers and determine the necessity for filling a vacancy; the right to select and hire Teachers, the right to discharge, suspend, demote, or reprimand Teachers; the right to lay off Teachers; the right to reorganize the School District and its positions; the right to determine the length of the school day and year; the right to evaluate Teachers; the right to select textbooks and other educational materials; the right to determine curriculum; the right to promulgate and enforce all rules relating to policies, procedures, operations and safety measures; the taking of all necessary actions to carry out its mission in emergencies; and the right generally to control and supervise all operations and affairs. The exercise of said powers, rights, duties and authority shall not be subject to the Grievance or arbitration procedures of this Agreement. The Association agrees to abide by all Federal, State and Local laws and regulations and School Committee and School District policies.

ARTICLE 3 ASSIGNMENT, REASSIGNMENT AND TRANSFER

The Parties recognize that the Superintendent may assign Teachers to a position(s) and/or a School(s) according to the operational needs of the School District and the educational needs of the students. The Parties also recognize that transfer and reassignment of Teachers, during the school year or at other times, is sometimes necessary and/or desirable. Nothing in this Agreement shall be construed to limit the Superintendent's right to assign, transfer or reassign Teachers, whether voluntarily or involuntarily, according to the needs of the School District and its students.

ARTICLE 4 FAIR PRACTICES

- A. Employment Practices.** There will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, disability, religion, national origin, political activities, sex, marital status, or sexual orientation.

- B. Association Practices.** As sole collective bargaining agent, the Association will accept into voluntary membership all Teachers covered by this Agreement without regard to race, color, disability, creed, national origin, sex, marital status or sexual orientation.

- C. Affirmative Action.** The School District's Affirmative Action Program as amended is a positive plan designed to provide equal employment opportunity and an atmosphere of non-discrimination with respect to protected group members, i.e., women, minority group members, persons with a disability, and persons of all ages, religions and national origins.

It will enable the School District to obtain and/or maintain a posture of compliance with various Federal and State laws, rules and regulations, which are applicable as part of any Federal and State or State assistance programs, and provide the mechanism for setting specific result-oriented achievable goals.

The purpose of this program is to provide employment opportunities for all citizens of the School District by requiring non-discrimination clauses in all School District contracts. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in the employment of females and minorities, and persons with a disability, and an evaluation of opportunities for their utilization.

This program is designed to increase the utilization of minority group persons and women, and persons with a disability, to insure their equal participation in segments of the School District's workforce and of those with whom the School District does business. Specifications for the development of an Affirmative Action Program have been established by Federal and State legislation.

It is the intent of the School District to comply with the specifications of the Federal government and the Commonwealth and to promote an Equal Employment Opportunity Policy which takes affirmative action steps to insure employment for all persons, regardless of race, color, creed, sex, national origin, disability, religious belief or sexual orientation.

These provisions of Article 4 are not subject to Grievance or arbitration provisions of this Agreement.

**ARTICLE 5
WORKING CONDITIONS**

- A. Notices and Announcements.**
 - 1. All official circulars pertaining to Teachers shall be posted on the School bulletin boards, and a copy furnished to the Association representative in each School. These circulars may be placed on a website or sent via email.

 - 2. Each Teacher shall have access to an up-to-date copy of the Rules and Regulations of the Committee and all amendments thereto.

3. A systematic method of disseminating information shall be devised in each School. Classroom interruptions for notices or for public address announcements shall be kept to the absolute minimum. Except in cases of emergency, every effort shall be made to limit these to the first and last three (3) minutes of a class period.
4. Teachers are required to file with the Human Resources Department any change of mailing address. The City and the School District will not be responsible for any mailings if the address on file is incorrect. This address file will be shared with the Association upon its written request.

B. School Facilities.

1. The Parties agree that it is desirable to have every class held in a properly heated, lighted, ventilated and equipped classroom.
2. Every School shall have at least one (1) furnished Teachers' lounge and/or a Teacher workroom.
3. Each Teacher shall be provided with a desk, chair, and a space for his/her exclusive use in which he/she may securely store his/her instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.
4. Adequate parking facilities for Teachers shall be furnished to the extent possible. School parking facilities shall be maintained.
5. Mail boxes for Teachers shall be provided in all Schools for the purpose of distributing work related materials.
6. Photocopying machines and computers in each School shall be available to Teachers to use in preparing instructional materials.
7. All Schools and school grounds shall be smoke free.

C. Student Progress and Grades (These refer to any report relating to the achievement of students grades and progress).

1. A Teacher's grade shall not be changed arbitrarily or without valid reason. No grades shall be changed unless the Teacher is consulted, and has been given the reason for the change. When it has been determined that a grade must be changed, the report card will reflect that the grade has been changed and designate the grade as the Principal's grade. Only the Principal may change a Teacher's grade.
2. Final grades for the year shall not be reported until before the last pupil school day, at the earliest.

3. Teachers are to send written notification to a student's parents when he/she is performing below grade level. There is an obligation to notify parents at any time that their child is failing or is below average. Such communication may be, but not limited to, progress reports, student success plans, etc.

D. Preparation Periods. "Preparation Periods" are those periods during which a Teacher is usually not teaching a class. Preparation Periods shall be uses as directed by the Principal.

E. Lesson Plans.

1. Lesson planning is an essential element of the teaching and learning process. Instructional plans must be standards based, include modification/adaptations, and appropriate assessments to benchmark learning and inform instruction. Lesson plans must be aligned to the Massachusetts Curriculum Frameworks, Springfield Public School District Plans, as well as the scope and sequence for the specific content area(s).

Lesson plans will be available to school administrators and department chairpersons on a daily basis. At any time on a weekly basis, school administrators and department chairpersons may review a teacher's lesson plans for the required components and the quality of the overall plan. School administrators and department chairpersons will give feedback and suggestions when appropriate and may require lesson plans to be modified. A follow up review will occur to ensure the teacher has made the necessary changes.

2. Teachers shall use pre-approved lesson plans by the Springfield Curricula/Instructional Planning Center whenever such lesson plans exists. The Curricula/Instructional Planning Center will be a repository of outstanding lesson plans, developed by Teachers locally, which meet required criteria and include the Massachusetts Curriculum Frameworks, learning outcomes, appropriate informal assessments, and sequenced to align with course content. Lesson plans developed outside of the Springfield District may be identified and included in this repository. The Curricula/Instructional Planning Center will be a joint project of the Springfield Public Schools and the Association. Teachers will apply for participation in the development of the Learning Center and its resources.
3. Five days of emergency lesson plans will be developed by all teachers. These emergency plans will be available to the Principal and the Department Chair at the beginning of each school year. Emergency plans should be developed with the in-put of department members/grade level members to assure quality and substance. Should a particular course or area of study not be available at a particular school, the Principal and teacher will acquire plans from a neighboring school.

Emergency lesson plans shall be compiled from the Springfield Learning Center data bank of lessons once the Learning Center plans are available.

F. Substitute Teachers.

1. Every reasonable effort will be made to hire substitutes to cover classes of regularly assigned Teachers when they are absent, provided the absence is for more than one-half (1/2) of a regularly scheduled day.

The following Teacher personnel do not receive substitute Teacher coverage:

- a. Counselors
- b. Speech Therapists
- c. Teachers of the Deaf
- d. Teachers of the Visually Impaired
- e. Itinerant Resource Teachers
- f. Home Teachers
- g. Evaluation Team Leaders
- h. Collaborative Professional Development Teachers
- i. Therapists
- j. Other positions as agreed upon

When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.

2. If a substitute is not available, K-12, the administrator will first attempt to assign an available Teacher during said Teacher's preparation period, on an equitable basis in the subject area of the absent Teacher. If that is not possible, an available Teacher will be assigned on an equitable and rotating basis.
3. Except in unusual circumstances, special and/or itinerant Teachers will not be used as substitutes for regular classroom Teachers. (as referenced in G-1.)
4. At the discretion of the Superintendent or designee positions not normally considered for substitute coverage may require an interim Teacher. (Refer to Article G1.)

G. Practicum Students. The Human Resources Department in concert with other members of the Springfield Public Schools, including members of the Association, shall review present procedures and make any recommendations for changes to establish a standard codified procedure applicable to all. Teachers, colleges and universities, and practicum students' responsibilities and duties will be established and codified by the end of the 2006-2007 school year.

H. Personnel Action/Termination of Employment. Teacher will be notified in writing, unless in an emergency situation, at least forty-eight (48) hours, in advance, of the purpose of a meeting with an administrator in cases where disciplinary action is contemplated. Employees are entitled to have Association representation at such a meeting.

When a Principal or supervisor must talk with a Teacher in regard to events unacceptable to the Principal or supervisor, those discussions shall not occur in the presence of parents, pupils, Teachers, or non-professional employees.

Termination of employment or other personnel action regarding a Teacher shall be governed by Massachusetts General Laws, Chapter 71.

I. School Hours and Teacher Work Day.

1. The Teacher's regular workday shall be seven hours.
2. Recognizing that students may be scheduled for Twilight School classes or for extra classes beyond the regular school day, Teachers may be assigned an alternate work schedule, which corresponds in length and expectations with the standard Teacher schedule. Also, specific jobs within the bargaining unit may require work hours that are different from the standard teacher-student schedule. An alternate work schedule may be assigned, provided it was indicated in the job posting, and is otherwise consistent with the language in this section.
3. The student school day and the specific school hours for each level shall be established each spring for the following school year no later than the second Committee meeting in March.
5. The school day may be shortened on any official school day if the Superintendent determines an emergency situation that requires such action.
6. The schedule of school hours is subject to change. Said starting and dismissal times are subject to modification (between the hours of 7:15 am and 3:35 pm for all traditional school and between 7:00 am and 7:00 pm for alternative schools) by the Committee provided that no such modification will increase the length of the Teacher's workday.
7. In cases of school delays due to inclement weather, or an emergency situation, Teachers are to report to work as close to the regular reporting time as possible.
8. When students in a teacher's class are performing below grade level, the teacher may be assigned up to three (3) tutoring periods of up to one (1) hour each to occur immediately after or immediately before the regular school day. Such tutoring will be compensated at the teacher's normal hourly rate of pay. There will not be additional compensation for tutoring assigned during any preparation period.

J. School Calendar. The School Calendar will be established by the first Committee meeting in March for the following school year.

K. After School Meetings.

1. One day per week all Teachers shall remain one hour and fifteen minutes beyond the end of the instructional day, hereinafter referred to as the "Extended Day." Planned "double Extended Days" or Saturday working sessions may be scheduled for the betterment of academic achievement.

Extended Days shall be used for SIP related activities, professional development, faculty meetings, training, and any other use directed by the Superintendent

2. Part-time Teachers shall attend the Extended Day meetings.
3. Under normal circumstances, staff meetings shall not exceed one (1) hour and fifteen (15) minutes.
4. Except in cases of emergency, Teachers will be given a notice of at least forty-eight (48) hours before a meeting. It is desirable that a published schedule of meetings be available.
5. Attendance at evening meetings, except the annual Open House and two additional meetings shall be at the option of the Teacher. Teachers working an alternative schedule may be required to attend additional evening meetings. The district will determine the specific week of any Open House, ensuring there is no conflict with other schools that hold Open House. This provision does not apply to Teachers on alternate schedules, such as Twilight School assignments.
6. Notwithstanding anything to the contrary in this in the Agreement, up to two compulsory evening meetings may be scheduled in addition to the Open House. These meetings will not exceed two (2) hours in duration. Teachers on alternate schedules such as Twilight School are exempted for this provision.

L. Teacher Programming.

1. Teachers may express in writing to the Principal their preference of grade level, subject, department and assignment for which they are (1) Highly Qualified, (2) hold the license and have the professional development necessary, (3) hold the license and are willing to make a commitment on any professional development necessary.
2. Each Teacher shall be notified in writing or via email, as soon as possible, of his/her program for the ensuing year, including the School to which he/she is to be assigned, the grades and/or subjects to be taught, and any special assignment he/she will have. The Teachers involved will be notified in writing of any circumstances occurring during the summer months which warrant a program change. It is the responsibility of each Teacher to provide an accurate summer mailing address to the Human Resources Department and to their Principal or immediate supervisor.
3. The number of different rooms in which assignments occur for a Teacher shall be held to a minimum within the restrictions imposed by program and space. Teachers who share classroom space with Floating Teachers will make every effort to accommodate their colleagues.

4. Homeroom and duty assignments shall be rotated on an equitable basis among all teachers. Academic assignments shall be equitably distributed based on licensure and the intensity of student needs.
5. All Teachers shall have the equivalent of a daily Preparation Period (40 minutes minimum) each day, except in those cases where rotating schedules and double block schedules are used. In such cases, Teachers will have as close to least 200 minutes preparation time per week as possible.
6. Team meetings at the middle school level must be a priority and shall be scheduled at least once a week by the Principal during Preparation Periods.
7. The teaching assignment of secondary school Teachers of Core Academic Subjects may include no more than two (2) subjects of preparation unless a Teacher accepts a third (3rd) preparation in lieu of homeroom assignments. Staff teaching these subjects must be Highly Qualified as defined by the NCLB Act of 2001. Exceptions regarding preparations may be made by administration in those situations in which the nature of the course and the number of pupils involved make it impossible to follow the pattern.
8. Floating Teachers shall be relieved of all homeroom duties whenever possible.
9. Counselors and any other Teachers that do not have formally designated Preparation Periods shall not be entitled to any compensation therefore. Counselors may be required to rotate with other Teachers for lunch time duty.

M. Length of School Year.

1. The school calendar shall contain one hundred eighty-five (185) scheduled days.
2. One hundred eighty (180) legal school days when pupils are in attendance.
3. One (1) orientation/convocation day for all Teachers on the day preceding the formal opening of school.
4. Professional development days, without students in attendance, shall be scheduled by the Superintendent for late August. In addition, three (3) days of training and/or professional development shall be scheduled during the school year if deemed necessary by the superintendent.
5. The Superintendent after consultation with the Association's Committee on Professional Development shall plan these professional development days contained in subsection 4(N)(4) above. Teachers shall be assigned to professional development sessions by their Principal based on their professional development priorities, the School District's priorities as set forth in the Preamble to this Agreement, and certification requirements imposed by the federal government or the Commonwealth.

6. Part-time Teachers shall attend all professional development days for the entire day. For these days, they shall be paid as if they were full time Teachers.
7. The Superintendent, or his designee, and the Association shall jointly plan and schedule an orientation program of up to two (2) days for Teachers new to the School District. New Teachers are required to attend this orientation.
8. In case of unforeseen circumstances, which result in any Schools being closed more than five (5) days within the established school calendar, days necessary to complete one hundred-eighty (180) legal school days shall be scheduled by the Committee.

N. Duty-Free Lunch.

1. Except in cases where supervision by Teachers is required, elementary school Teachers on single session shall have a duty-free lunch period of one-half (1/2) hour. Assignment to lunch duty, when required, will be shared equitably.
2. High School, Middle School and K-8 Teachers shall have a duty-free lunch period of one-half (1/2) hour between the end of one teaching period and the beginning of another teaching period except in secondary schools where multiple lunch periods are scheduled and the duty-free lunch may occur in the middle of a class period. Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.

O. Pupil-Teacher Ratio. A Staffing Allocation Plan (“SAP”) was established and instituted for the 2004-2005 school year. The SAP is based on the various needs and requirements for students enrolled in the variety of school programs and school levels. This SAP will be reviewed and adjusted, if needed, on an annual basis. However, the Springfield Public Schools will attempt to maintain the following pupil-Teacher ratios:

| | |
|--------------|------|
| Kindergarten | 25-1 |
| Grades 1-5 | 25-1 |
| Grades 6-12 | 25-1 |

Putnam Vocational Technical High School

| | |
|------------------|------|
| Academic Classes | 25-1 |
| Shop Classes | 17-1 |

P. Teacher Licensure.

1. No Teacher covered by this Agreement shall be employed in one of the Core Academic Subjects unless they are Highly Qualified.

2. No Teacher covered by this Agreement shall be employed in one of the non-core academic subjects unless licensed in the subject area by the Massachusetts Department of Education. Teachers will be able to teach outside of their area of licensure in other non-core academic subject areas only to the extent allowed by the Massachusetts Department of Education.
3. The term “non-core academic subjects” means all other subjects including, but not limited to, physical education, health, instructional technology, and family and consumer sciences.
4. Notwithstanding the above, the School District may apply for a waiver from the Massachusetts Department of Education for individual staff to teach in high need areas for which no licensed and/or Highly Qualified Teachers have applied.
5. Teachers shall be assigned to teach in their area(s) for which they are Highly Qualified as determined by the regulations of the Massachusetts Department of Education and the No Child Left Behind Act of 2001.

Q. Conditions of Instruction and Responsibilities of Teachers.

1. The Committee and the Association agree that it is the responsibility of all Teachers in the system to teach the curriculum as outlined in the Learning Outcomes, which are locally prepared and the Frameworks in each of the curriculum areas as prepared by the State. The Committee agrees to furnish every Teacher in the system with a copy of the Learning Outcomes and the State Frameworks (examples are, but not limited to, reading plan, math instructional guide, English Language Learner Plan, math/science plan) for their curriculum area. It is also agreed that every Teacher in the system is responsible for implementing the educational policies and system goals set by the Committee.
2. The Parties agree that all Teachers will continually demonstrate professional knowledge and instructional skills to enhance student achievement, therefore, will adhere to the Massachusetts Department of Education Professional Standards for Teachers: Plans Curriculum and Instruction; Delivers Effective Instruction; Manages Classroom Climate and Operation; Promotes Equity; Meet Professional Responsibilities. The complete description of the Massachusetts Department of Education Professional Standards for Teachers can be found in Appendix A of this Agreement.
 - a. Each Teacher or team with instructional responsibilities, at the beginning of the school year or course, is expected to communicate, in writing, the goals and expectations for the school year/course for students and parents. The communication will include information in the following areas:
 - CURRIULUM CONTENT (e.g., reading expectations, writing expectations, projects, etc.)
 - CLASSROOM MANAGEMENT (i.e., notebooks, pencils, pens, etc.)

- ASSESSMENT TECHNIQUES (i.e., quizzes, tests, essays, portfolios, etc.)
- HOMEWORK EXPECTATIONS (i.e., amount of time, type of tasks)
- ATTENDANCE EXPECTATIONS
- PROCEDURES REGARDING ABSENCES FOR MAKE-UP WORK
- METHOD FOR PARENT TO COMMUNICATE WITH TEACHER
- METHOD FOR STUDENTS TO RECEIVE ASSISTANCE (Middle and High School)

The Central Office, in cooperation with the Association, will provide sample letters and formats for the various grade levels. The following positions are not required to do this: Evaluation Team Leaders, counselors, psychologists, and mediators.

Teacher/Parent Communication and Conferences: The Association agrees that Teacher-parent communication is a crucial element of a successful educational program. Further, both Parties encourage parents to make full use of the existing potential for parent-Teacher conferences. Conferences may need to be held outside normal school hours. In order to assist the Teacher-parent responsibility of communicating, the following shall occur:

- i. Teachers' scheduling of parental conferences shall be given first priority by building Principals.
- ii. Teachers are encouraged to meet with parents at least twice yearly to discuss the academic progress of their students.
- iii. Parents who have not initiated or responded to a conference request will be contacted by Teachers through mailed letter and/or a follow-up telephone call at least twice yearly.

Parent-Teacher Conferences at all school levels will be scheduled at the request of the Teacher and/or parent, or by the Principal.

Teachers shall respond to parental requests for conferences within 72 hours.

Teachers may include the counselor, Principal, members of the team or other professional staff at a meeting with the presents.

- b. Unannounced visits by the Principal, assistant principal(s), and system wide administration are to be anticipated.
- c. The Parties agree that a Teacher's primary function is instruction, therefore:
 - i. Every effort will be made to limit class interruptions. However, it is understood that observation for the purposed of gathering data for performance feedback, training, coaching, and curriculum development are necessary and will occur.

- ii. Except in emergency situations as determined by the Principal or his/her designee or to provide approved special instructions, pupils shall not be taken from the class.
- iii. Except in emergency situations, Teachers shall not be required to assume any office duties in the event of absence of office personnel.
- iv. Parents/guardians of our students, as parent/guardians everywhere, are desirous of a report card that is, to the extent possible, personalized for their child. Therefore, while report cards for elementary students may be objective and standardized. Teachers shall also include their own comments relative to a student's achievement. Teachers will exercise their professional discretion in doing so in order to ensure their comments reflect observed student behavior. An elementary school Teacher shall not be required to prepare each evaluation of a pupil more than once.
- v. Instances when Teachers are expected to diaper or toilet train students will be limited to unusual circumstances.

R. Initiatives for System Improvement.

Rennie Center Collaborative Project:

The Parties were accepted by the Rennie Center for Education Research & Policy at MassINC to enter into a project requiring collaboration between management and the Association. The Parties agree to study conditions and key characteristics of successful schools. The Parties further agree to focus on how to bring those same conditions to scale throughout all of our schools.

Labor/Management Study Teams:

The Parties agree to establish Labor/Management Study Teams ("Study Teams") consisting of equal representation from the School District and the Association. The Study Teams will meet on a regular basis to establish an order of priority of issues to be addressed. The Parties anticipate that more than one Study Team may be operational at any given time during the school year and the work of the Study Teams will be on-going according to a schedule to be mutually developed by the members of each Study Team. Teachers serving on the Study Teams will be compensated at the established workshop hourly rate for any work performed beyond the regular school day.

The work of the Study Teams will result in developing and implementing system-wide processes and procedures to improve the academic and social progress of students with specific educational needs (e.g., Special Education, English Language Learners, and underperforming students). A specific focus of the work will center on developing strategies to respond to the social/emotional/behavioral issues that prevent students learning from occurring in an educationally sound manner.

The School District will provide staff support to the Study Teams and will be responsible for the production and dissemination of initial, interim and final reports. Draft reports on each issue will be presented to the Study Teams for their review and input. Actual meetings of the Study Teams will be scheduled to review the initial and interim draft reports and to solicit input and ideas from the team members. Each Study Team will submit a final draft report to the members designated by the superintendent and members selected by the Association president for their review at least thirty (30) school days prior to the final regularly scheduled meeting of the Committee for that school year. A final report will then be submitted to the Superintendent, the Committee and the President of the Association.

Turn-Around School Pilot Program:

Since parental support, quality teaching and quality leadership have been identified as the key ingredients for student achievement and of school success, the Parties agree to develop and implement a pilot program for a model turn-around school. A mutually agreed upon school that has not met the Adequate Yearly Progress as defined by the E.S.E.A., as amended in 2001, will be identified for a model improvement effort. Teachers who wish to participate in the pilot will apply to transfer to the site.

The transfer of Teachers both into and out of the Pilot School will be accomplished through a transfer process. If the Parties agree that the transfer process does not provide the necessary staffing pattern for the model improvement effort, the Parties will mutually agree upon modifications in order to establish the necessary staffing.

The will form a Principal Selection Committee that will interview certified and qualified applicants for the Principal position and make a recommendation to the Superintendent of Schools.

The following timeline will be followed to effectuate this action:

| <u>SCHOOL YEAR</u> | <u>ACTION INITIATIVE</u> |
|--------------------|--------------------------------|
| 2005-2006 | Identify School |
| 2006-2007 | Program Design/Staff Selection |
| 2007-2008 | Pilot School Opens |

The Parties agree to mutually establish an evaluation process of the pilot turn-around school following the 2007-2008 school year, and continuing annually for four (4) successive years. The evaluation will focus on Adequate Yearly Progress and related indicators that enable the staff to meet Adequate Yearly Progress.

**ARTICLE 6
SCHOOL COUNCIL TEAMS**

This process will conform to the guidelines set forth on school councils in the Massachusetts Education Reform Act (1993). The primary purpose of the School Council Teams (“SCT”) is to assist Principals in:

1. Formulating a SIP.

2. Identifying the educational needs of students attending the School. Team members must be involved in the diagnosis of student learning needs and the identification of the learning process gaps that are impacting student success.
3. Adopting educational goals for the School that are consistent with local educational policies and statewide student performance standards. Team members must know the curriculum, instruction and assessment practices that are the focus of the SIP, and assume leadership for the strategic implementation of each aspect of the SIP.
4. Reviewing the annual school building budget.

In addition to a commitment to the development and implementation of the SIP, SCT Team members must meet the following criteria:

1. Parent members are to be selected by the parents of students attending the School, in elections held by the local recognized parent-teacher organization.
2. Teacher members are to be selected by the Teachers in the School.
3. The process needs to be fair, open and without the influence of the Committee, Superintendent, or Principal.
4. By extension, the spirit of the legislation and the experience of good practice suggest that student council elections or other representative processes be used to select the student member.
5. Non-school members may be recruited by Principals directly or selected by the organizations that are invited to send representatives to the council.
6. No Teacher will be permitted to serve two consecutive terms. To be eligible to serve again, a Teacher must be off the SCT for one year.

The number of members on the SCT is, according to law, up to each Principal, pursuant to a representative process approved by the superintendent and school committee," to define the size and composition of the SCT. It does, however, make three stipulations about membership:

1. Parents "shall have parity with professional personnel on the school councils." Regardless of the size of the SCT, the number of parent representatives must be equal to the number of Teachers who serve the SCT plus the Principal.
2. "Not more than fifty percent of the council shall be non-school members." "Non-school members" are defined as members who are "other than parents, Teachers, students and staff at the school."
3. The membership of SCT "should be broadly representative of the racial and ethnic diversity of the school building and community."

Minimal recommendations regarding operating procedures for SCTs include:

1. Number and schedule of meetings: a front-end decision about the number and the schedule of meetings will enhance the attendance and participation of SCT members. Because different schools have different needs and situations, experience has shown it is preferable to allow SCTs and Principals to make their own determinations about the time and frequency of meetings. (However, there should be a minimum of two (2) meetings per month.)
2. Agenda: simple written agendas keep meetings focused and provide continuity from meeting to meeting.
3. Minutes: minutes are required by Open Meeting Law and provide continuity from meeting to meeting. Minutes help keep the larger school community informed about the activity of the council.
4. Subcommittees: Subcommittees provide for a division of labor and allow different council members to focus on their areas of interest and expertise.

School Council Team Decisions: Consensus:

The major product of the SCT is the SIP. Schools with experience in school-based planning by teams report that it does not make sense to adopt such a plan through a split vote. Consensus decision-making is recommended, however, when consensus cannot be reached, the Principal has the final decision.

School Council Compensation:

Teachers will be compensated \$400.00 per year for service on the SCT. Payment of this stipend is contingent on a minimum of 80% attendance. Payment will be made twice yearly. The first payment will be made after the mid-year point and the second payment after the school year has ended. Payment will not be made until a properly completed attendance sheet for the School Council Team is submitted and signed by the Principal of the School.

ARTICLE 7 DISCIPLINE

The Springfield Public Schools recognizes the importance of individual student growth and development within a safe environment that supports and encourages learning. To help maintain that environment, the Committee has adopted the Code of Student Conduct to:

1. Describe the kinds of conduct that is viewed as disruptive to the learning environment.
2. Standardize procedures that will be used at all Schools to respond to conduct problems.
3. Assure that the rights of students are upheld when discipline action is taken.
4. Specify the rights and responsibilities of students.

5. Suggest reintegration strategies for students who are returning from disciplinary procedures.

The Code of Student Conduct is in force:

1. During regular school hours.
2. While students are being transported on a school bus.
3. At such times and places including, but not limited to, school sponsored events, fields trips, athletic functions, and other activities where school administrators have jurisdiction over students.

Teachers and administrators should follow the prescriptions regarding disciplinary procedures in the elementary and secondary Code of Student Conduct. The Code of Student Conduct is hereby incorporated into this Agreement by reference.

ARTICLE 8 SPECIAL SERVICES

The job descriptions containing the duties of the positions listed below will be located in the Human Resources Department. However, for purposes of this Agreement, conditions for certain positions are listed. The Speech, Language, Hearing, and Vision Department shall have its own budget for materials and supplies.

When a student's Individual Educational Plan specifies accommodations and modification that will be made in the general education classroom, the general education Teacher providing the above services will be given a copy of the student's Individual Educational Plan.

A. Speech and Hearing Therapists.

1. Caseloads shall be in keeping with the staffing allocation formula with the goal of establishing a maximum caseload of sixty (60) students to a full time speech therapist.
2. Every effort shall be made to provide adequate facilities for speech and hearing instruction in all schools.
3. Secondary speech and hearing therapists shall continue to have one-half (1/2) day per week, or its equivalent, for record-keeping, conferences, and other duty-related meetings.

B. Special Education Teachers.

1. Staffing of classes will be done according to the Staffing Allocation Plan and in keeping with State and Federal Laws and Regulations.

2. Every School will be provided a list of incoming students, their prototypes, and articulation sheets by one week prior to the close of the school year.
3. Special Education Teachers shall have access to computers with the requisite program to do quarterly reports.

C. Counselors.

1. The Parties agree to implement the Comprehensive Developmental School Counseling Program by the 2005-2006 school year.
2. Principals, after consultation with counselors, shall schedule ten (10) additional work days for each counselor between the closing of school in June and the opening of school in August/September. Additional days, when needed, may be scheduled with the approval of the Superintendent or the Superintendent's designee.
3. Each counselor shall have space and phone facilities to carry out his/her duties.
4. Counselors shall be paid at a pro rata of his/her regular salary for each day he/she is requested to work before or after the school year.

D. Evaluation Team Leaders.

1. The Evaluation Team Leader will assist the Principal and the Executive Office of Special Education in monitoring the implementation of the Individual Educational Plan process in accordance with 603 CMR, Section 28 regulations. When an Evaluation Team Leader is assigned to more than one (1) School, the Executive Officer of Special Education, in consultation with the Principals and the Evaluation Team Leader, will schedule the Evaluation Team Leader based on caseload, an appropriate percentage of time per school and, where possible, at schools within proximity.
2. The coordinating of all aspects of the M.G.L. 71B 603 CMR 28 Team Evaluation Process. The Teams responsibilities include the determination of eligibility and evaluation. Program placement is the responsibility of the Executive Officer of Special Education or her designee working in conjunction with the Executive Director of Parent Information Center.
3. The Evaluation Team Leader shall Conduct Team meetings in accordance with M.G.L. 71B 603 CMR 28 and develop Individual Educational Plans as recommended by Team participants.
4. All Springfield Public Schools policies and procedures relative to M.G.L. 71B 603 CMR 28 will be documented and distributed to all ETLs.
5. All newly appointed Evaluation Team Leaders will be provided a minimum of one weeks training. Further, in addition to support from the Special Education Supervisor, a new Evaluation Team Leader shall have an Evaluation Team

Leader, designated by the Executive Officer of Special Education, available for support and consultation on an ongoing basis.

6. A salary differential of \$1000 above the basic salary schedule shall be paid to each Evaluation Team Leader.
7. The work year shall be ten (10) additional days between the close of school in June and the opening of school in September. This shall be compensated at a pro rata of each Evaluation Team Leader's salary.
8. Each leader shall to the extent possible have space and phone facilities to carry out his/her duties.
9. To the extent possible some clerical assistance shall be provided for each ETL.

E. Occupational and Physical Therapists.

1. Occupational and Physical Therapists will:
 - Be paid at the salary schedule in accordance with this Agreement.
 - Be paid at the hourly rate paid to Teachers who are working in the Springfield Public Schools Special Needs Summer Programs.
 - Have a work day in accordance with the language contained in this Agreement.
 - Be reimbursed for their mileage in accordance with City policy as amended.
2. The Springfield Public Schools will:
 - Obtain and pay for an institutional membership in APTA/AOTA.
 - Establish a designated zone based School for the Occupational and Physical Therapists where all required equipment and supplies will be stored in a designated secure area.
 - Have copiers in each School location and will inform Principals to grant access to copiers for the Occupational and Physical Therapists assigned to perform services in the School. However, telephone access to individual telephones may not be possible.

**ARTICLE 9
LIBRARY/MEDIA SPECIALIST**

The library/media specialist in a School is an integral part of the library program. As such, he/she is expected to play a role in the development and operation of the reading/literacy program in the School by (1) acting as a resource to Teachers, finding and making available materials (both book and electronic) necessary to support the curriculum and (2) by working collaboratively with Teachers and (3) by assisting Teachers with instruction and activities that support both the effective use of the library/media and the content area described in the Curriculum Outcomes and Frameworks.

- Each School shall have a library/media area.

- Each school shall have a library/media skill program conducted by a licensed library/media specialist or a Teacher with library training and experience.
- Licensed library/media specialists shall be required to teach library and research skills in addition to library duties.

ARTICLE 10 DEPARTMENT CHAIRS

A. Department Chair Responsibilities. Department Chairs shall serve in a curriculum leadership and professional development role which supports both district and school level improvement efforts. This role will include the following functions:

- Working collaboratively with the Chief Academic Officer, Learning Center, Principal, Teachers, and directors/supervisors to improve instruction.
- Facilitating and managing materials, equipment, and facilities to support instruction in collaboration with Chief Academic Officer, Learning Center, Principals, Teachers, and directors/supervisors.
- Promoting a culture of collaboration, teamwork and professionalism in his/her department.
- Serving as an expert resource on content and pedagogy for their department and use their department chair duty time for this purpose.
- Promoting professional dialogue among department Teachers to enhance instruction and educational practices.

The responsibilities listed in this Article are primarily for illustrative purposes. This Article shall not be construed to limit the Superintendent's right to add to, modify or otherwise alter the duties and responsibilities of Department Chairs.

B. Qualifications.

1. Master's degree in the subject area or in Elementary Education for elementary grade level chairs.
2. Designation of Highly Qualified status.
3. Willing to apply for, and meet criteria for Teacher Leader (Level III) or Instructional Leadership Specialist (Level IV).
4. Demonstrated knowledge of best current instructional practices in the field/subject area.
5. Demonstrated knowledge of Massachusetts Curriculum Frameworks and Springfield district curriculum plans.
6. History of leadership in curriculum development, and/or professional development and/or School Improvement Planning Team.

C. Eligibility for Supplement. Department Chairs that are not Expert Teachers (Level IV) shall be eligible for a full salary supplement of \$2,165.00 when there are at least five (5) members in the department including the Department Chair and for a \$1050.00 supplement when there are three (3) members in the department including the Department Chair.

Department Chairs designated as Teacher Leaders (Level III) will receive the supplement. Instructional Leadership Specialists (Level IV) may be eligible to be Department Chairs but will not receive a supplement.

Department Chairs at the middle school and high school level will receive one period during the work day without a class assignment to complete teacher support duties. Where possible, elementary grade level chairs may receive a reduced student load.

ARTICLE 11 VACANCIES, POSTINGS, TRANSFERS AND HIRES

A. Vacancy. A position is vacant when there is a new budget allocation, resignation, retirement, death, or a leave of absence for a year.

B. Posting.

1. A posting is generated when a vacancy, as described above, occurs. All vacancies will be posted:
 - For fourteen calendar days
 - Posted upon notification or anticipation of a vacancy
 - As they occur during the summer months, however, not later than August 7 for placement for the coming school year.
2. Applying for a vacant position Teachers will submit a letter of interest that will include the name of the position and the posting number to the Human Resource Department. This will continue to be in place until an electronic web based system can be implemented. External candidates must complete or have completed and have on file an application packet with the required documents as determined by Human Resources and approved by the Superintendent. Teachers, if offered the position, will be notified by the Principal of their decision. The Principal will provide written notification to Human Resources who will follow standard procedures regarding written notification to the individual. Under normal circumstances, transfer of a classroom Teacher will not occur during the school year unless the staffing allocation for a School must be adjusted due to specific increases or declines in student enrollment based on the October 1st survey.
3. Transfer to non-classroom positions such as, but not limited to, collaborative professional development Teachers and guidance will occur during the year when an appropriate replacement has been identified. The replacement may be hired to complete the school year if an internal candidate has been offered and accepted the position.

C. Posting for Extracurricular Activities.

1. When vacancies occur for athletic extra-curricular activities in a K-8, middle or high school, they shall be posted system wide.

The posting shall set forth position, salary, and assignment (location). In filling said vacancies, preference shall be give to the Teachers in the School where the vacancy exists.

Non-athletic extra-curricular activities including intramural in a K-8, middle or high schools shall be posted on the appropriate bulletin board in that School.

D. Hires and Transfers. All qualified applicants will be considered. Criteria will include, but is not limited to, licensure, educational background, professional development particular to the position or willingness to commit to any necessary professional development related to the position. In cases where the Teacher and an applicant from outside the School District substantially meet the criteria for the position, the teacher will be the preferred candidate.

E. Teacher Designation. All new staff shall be conditionally identified at a particular Teacher level until the agreed upon process for placement has been completed. Teachers generally must be licensed for the position for which they are hired. Teachers who lack licensure must apply for that licensure and agree to abide by the Department of Education Regulations regarding the district's ability to obtain a waiver.

ARTICLE 12 LEAVES WITH PAY

A. Sick Leave. Sick leave days are essentially a form of insurance protection for the Teacher and are an inchoate right to compensation that does not vest in a Teacher until he/she has a bona fide illness, preventing him/her from reporting for and performing his/her duties. A Teacher may be absent from school in case of personal illness or death in the immediate family subject to the provisions of bereavement leave. In all cases of absences, the Teacher must follow the School District's procedures regarding notification and a reason for the absence must be given at the time of notice.

The Parties understand and agree that misuse and/or abuse of sick leave or excessive absenteeism shall be grounds for disciplinary action up to and including termination.

1. Teachers will earn their sick leave at the rate of one (1) day per month with a maximum of ten (10) days per year. Unused leave of absence for disability sick leave shall be accumulated from year to year, provided the maximum number of accumulated sick days will not exceed 250, as long as the Teacher remains continuously in the service of the School District.

Unused sick leave shall be accumulated from year to year, provided the maximum number of accumulated sick days shall not exceed two hundred and fifty (250). Teachers hired prior to July 1, 2005 who have accumulated sick leave of more than 250 days retain their sick leave in its entirety, but shall not be able to increase their accumulated sick days. If the accumulated sick days for such teachers shall drop below 250 days at any time, then the 250-day maximum shall apply for said teacher thereafter..

2. Each Teacher shall receive notice of his/her disability sick leave annually.
3. Upon absence of more than three (3) consecutive days, the Superintendent, his/her designee, or the individual's immediate supervisor, may require a certificate by a physician in order to qualify for continued disability and emergency benefits. There may be instances when continual absences cause significant disruption in the students' educational program that a Certificate of Fitness for Duty may be required.

B. Emergency/Personal/Business Leave (A maximum of three (3) days per year which shall be deducted from sick leave). For the purpose of this Agreement, "emergency personal business leave" may be permitted by the Principal or other direct supervisor of the Teacher and may include such cases as:

1. Emergency at home.
2. Serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee.
3. Graduation and wedding (one's own or immediate family member).
4. Funeral of a relative or a close friend not covered under the bereavement leave.
5. Religious – provided that religious belief holds that those days are to be days of rest or that attendance at religious services is required during working hours on those days.
6. Personal business that cannot be conducted after school hours.

For the abovementioned leaves (1-5), the circumstances shall be submitted on the appropriate form signed documenting initial approval by the Principal or other supervisory officer and then forwarded to the Executive Director of Human Resources for final approval.

For personal business leave (6), an inquiry by the individual's immediate supervisor may be made and the circumstances discussed. However, a particular justification for the reason does not have to be written on the form.

C. Reserve Duty. Leave for duty as a member of a reserve component of the Armed Forces of the United States shall be governed by the provisions of G.L. c. 33 § 59. This provision shall not be subject to the Grievance and arbitration provision of this Agreement.

D. Professional Day. Each Teacher may be permitted one (1) day per year with pay to visit in other classrooms in the Springfield Public Schools or in other cities and towns to observe teaching techniques and/or to inspect teaching material, or to attend an educational convention or conference, if required as a part of the Teacher's annual Professional Development Plan. Such leave shall be subject to prior approval by the

Superintendent or the Executive Director of Human Resources and may be extended upon recommendation of the Superintendent.

The leave provided in the paragraph above shall not be charged against the Teacher's sick leave.

E. Bereavement Leave. Each Teacher covered by this Agreement shall be granted bereavement leave under the following conditions:

In cases of death of a spouse, father, mother, sister, brother, son or daughter, or for relatives residing in the same household, a Teacher shall be allowed absence of not more than five (5) calendar days in succession immediately following the day of the death.

In cases of death the following relatives whose place of residence is elsewhere than the same household: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchildren, a Teacher shall be allowed absence of not more than one (1) calendar day immediately following the day of the death. The intent of this language is to provide bereavement leave for the Teacher during the regular school year only, and is intended to be used only if the Teacher would have worked and not been absent for any other reason.

The Teacher shall complete the appropriate form for such leave and submit proof of relationship and death to their Principal or supervisor.

Bereavement Leave shall be charged against the Teacher's accumulated days of sick leave.

F. Jury Duty Leave. A Teacher actually serving on jury duty on a work day, or who actually reports to court for jury duty service as required by said court for any portion of a work day, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the court. (Jury pay received for service on non-working days shall not be deducted from a Teacher's pay). Jury pay, however, shall not include any meal or travel expenses paid by the court. The normal pay of a Teacher shall not be interrupted by jury duty; however, if the Teacher has not reimbursed the Committee for jury pay received, the Committee shall deduct said amount from the final pay of the school year. The Association shall hold the Committee harmless for said deduction but reserves the right to process Grievances as to the amount of said deduction.

A Teacher serving on jury duty will, upon request, furnish the Committee information with respect to days actually served on jury duty, days or any portion of a day the Teacher reported to the court for service as required by the court, and the amount of jury pay (not including meals or travel expenses paid by the court) received from the court.

A Teacher on call for jury duty shall notify the Superintendent or his/her designee as soon as possible if he/she is scheduled to serve on jury duty the next day.

The leave provided for above shall not be charged against the Teacher's disability sick leave.

ARTICLE 13 SICK LEAVE BANK

A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, is hereby established as of September 1, 1980 exclusively for the use of. Participation by shall be mandatory. New members of the bargaining unit shall be assessed one day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of five hundred (500) days or less, then each Teacher in the bargaining unit shall be assessed one day of his/her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a Teacher has no accumulated and/or annual sick leave at the time of said assessment that Teacher shall be assessed the amount of days owing to the Bank as such days are earned.

Subject to the provisions of this Article each Teacher may, following a maximum of ten (10) school days waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Bank Committee made up of two (2) appointees of the Association and two (2) appointees of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of one or both of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to Grievance and/or arbitration.

The Chair of the Bank Committee shall, on a biannual basis, alternate between the Association and the Superintendent's appointees. During the year commencing July 1, 1994 the Association shall appoint the Chair; commencing July 1, 1995 the Superintendent shall appoint the Chair, and so on.

ARTICLE 14 LEAVES WITHOUT PAY

- A. Child Rearing Leave.** A Teacher may request Child Rearing Leave Without Pay up to one (1) year. This time would be in addition to any paid or unpaid disability time following the birth of a child by a Teacher. The Teacher will be expected to return at the beginning of the school year or at the beginning of the second half of the school year only. Preserving continuity of instruction for students is of highest priority for the Parties. The Committee encourages Teachers to return on the earlier of these two dates that is closest to the expiration of twelve (12) weeks of leave provided under

FMLA. A Teacher must request and be granted approval by the Human Resource Department at least two (2) months prior to the anticipated return date.

Such leaves without pay shall not affect the Teacher's right to receive any benefits for which he/she is eligible at the date of his/her leave and such other rights and benefits, if any, to which he/she may be entitled to under this Agreement. The Teacher shall not accrue any additional sick leave while on Child Rearing Leave. The School District need not provide for the cost of any benefits, plans, or programs during the said Child Rearing Leave except as provided for all other Teachers on such leave.

This specific provision of Article 14, A, shall not be subject to the Grievance and arbitration provisions of this Agreement.

- B. Military Leave.** Military leave without pay for a period of up to two years shall be granted to any Teacher who enlists in any branch of the Armed Forces of the United States. Such Teacher may return to a comparable position with the School District provided such return occurs within 24 months of leave.
- C. Personal Need.** Teachers with professional status shall be granted an unpaid personal leave without for up to one year with the written permission of the Superintendent or his/her designee.
- D. Association Leave.** A member of the bargaining unit who is elected a full-time paid officer of the Association or the Massachusetts Teachers Association or the National Education Association or who is employed to assist the Association in discharging its duties shall, upon proper application, be granted an unpaid leave of absence for two (2) school years. Upon return from the leave of absence, the member of the bargaining unit will be considered as if he/she were not actively employed during the leave and will be placed in keeping with the process for identifying a Teacher's level.
- E. Maintenance of Rights.** Employees on a leave without pay do not accrue benefits during the leave period. However, all benefits to which a Teacher was entitled at the time his leave without pay under this Article commenced, including unused accumulated disability sick leave, shall be restored to him upon his return. The returning Teacher shall be assigned to a position at the sole discretion of the Superintendent.
- F. Extension of Leave of Absence Without Pay.** Leaves of absence without pay may be extended by the Superintendent or his/her designee. Any leave without pay which extends beyond one (1) year will result in a vacancy in the previous position at a specific school site. The returning Teacher shall be assigned to a position at the sole discretion of the Superintendent.
- G. Requests for Leave Without Pay.** All requests for leave without pay under this Article shall be made through a person's Principal or immediate supervisor to the Executive Director of Human Resources or his designee.

Persons on leave without pay are subject to layoff and recall in accordance with the terms of this Agreement.

ARTICLE 15
LEAVES WITH PARTIAL PAY

A. Sabbatical Leave. A Teacher covered by this Agreement subject to the approval of the Superintendent, may be granted Sabbatical leave of absence of one (1) year for study or research. The Superintendent's decision shall be final.

1. Sabbatical leave shall be granted to a Teacher who has served for at least seven (7) years in the School District.
2. Not more than one per cent (1%) of the Teachers may be absent on Sabbatical leave at any one time.
3. Application for Sabbatical leave shall be submitted to the Superintendent on or before June 1st if it is to become effective in September, and on or before December 1st if it is to become effective at midyear.
4. A Teacher requesting Sabbatical leave shall submit an application of Approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Each application will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave.
5. A Teacher on Sabbatical leave for one semester only shall receive seventy percent (70%) of the salary which he would have received if he had remained on active duty. A Teacher on Sabbatical leave for one year (2 consecutive semesters) shall receive fifty percent (50%) of the salary which he would have received if he had remained on active duty.

The Association agrees to support the City of Springfield in any legal action which the City may take in order to recover any sums due and unpaid under this Article.

6. A Teacher on Sabbatical leave shall submit a report to the Superintendent of Schools concerning the manner in which the leave is being used.
7. Prior to the granting of a Sabbatical leave, a Teacher shall enter into written agreement with the School Committee that upon the termination of such leave, he will return to service in the Springfield School for a period equal to twice the length of the leave and that, in default of completing such service, he shall refund to the City of Springfield an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
8. Upon his/her return from Sabbatical leave, a Teacher's salary shall be in keeping with the process for identifying a Teacher's level. Upon return from Sabbatical, the Teacher will be placed in a substantial equivalent position by the Superintendent and such decision by the Superintendent shall be final.

Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.

**ARTICLE 16
FRINGE BENEFITS**

- A. Health Insurance.** The City of Springfield shall provide group health insurance to Teachers. The City reserves the right to change, modify, alter existing plans, pricing and benefits and to add or drop plans in the best interests of the City.
- B. Tax-Sheltered Annuity.** Teachers are allowed to avail themselves of the tax sheltered annuity program.
- C. Workers' Compensation.** Teachers are covered under the applicable provisions of the Massachusetts Worker's Compensation Law, currently Chapter 152 of the Massachusetts General Law.

In addition to the wage benefits provided for in the above status, the Committee shall provide a benefit called a special sick leave allowance payment while the Teacher is incapacitated from teaching and receiving benefits under Chapter 152 of M.G.L., which when added to the amount of wage benefits will result in the payment to the Teacher of his/her full salary or wages. This will be deducted from available sick leave. The special sick leave allowance payments will cease when all of a Teacher's available sick leave has been used up.

Teachers may be granted leave of absence in the Superintendent's sole discretion for injuries resulting from assault or battery in connection with their employment by the Committee.

**ARTICLE 17
HEALTH, SAFETY AND SECURITY**

The previous memorandum of agreement regarding Health, Safety, and Security is incorporated as part of this Agreement, the specifics of which are found in Appendix 17.

**ARTICLE 18
CURRICULUM -TEACHER PARTICIPATION**

Curricula will be evaluated continually to ensure that it remains updated and aligned to the Massachusetts Curriculum Frameworks. Committees will be composed of Teachers and supervisors and shall have the authority to recommend and suggest changes. Participation in curriculum committees shall be voluntary with the exception of Department Chairs. Any curriculum development that occurs during the summer months will be on a paid basis.

**ARTICLE 19
PROFESSIONAL DEVELOPMENT**

The School District is committed to providing all of the Teachers and administrators with high quality professional development in support of increased student achievement. All Teachers will complete a Professional Development Plan that will lead to: attaining/maintaining Highly Qualified status; increasing Teacher's knowledge base in the subject area they are teaching;

and re-licensure.

The Parties agree that when Teachers participate in workshops necessary for the implementation of educational programs they shall be compensated, and all costs shall be paid by the School District. If the workshop occurs during normal work hours, or as part of an Extended Day, on a regularly scheduled workday, or as a result of the Superintendent’s decision to require additional professional development days, they shall receive their regular compensation and shall not receive an additional pay. If the workshop occurs after normal work hours and/or not on a regularly scheduled day and takes place on or off site, Teachers shall be paid the hourly rate in accordance with the agreed upon hourly rate.

Mentor Program: The purpose of mentoring is to provide guidance, resources, and support for the participating Teacher. For the beginning Teacher, this relationship will help make their induction to teaching smooth and successful.

Mentoring is most successful when both Parties have a working relationship based on mutual respect, trust, a clear understanding of the goals and purpose of the program, and a commitment to developing confident and effective Teachers.

The result of the mentoring program will be the increased effectiveness of participating Teachers in implementing strategies and techniques of teaching. As a result, they will become reflective Teachers and, therefore, lifelong learners in the art of teaching.

Based on our mission statement, confidentiality becomes a crucial issue with which to deal when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and participating Teacher.

Mentors are coaches. This approach involves a confidential process through which Teachers share expertise and provide collegiality, technical assistance, feedback and support during experimentation with new practices (adapted from Joyce and Showers, 1982). Mentors will not discuss the participating Teacher’s teaching performance with anyone other than the participating Teacher, including school and district administrators.

Mentor Teachers are not evaluators. The mentor’s assessment of a participating Teacher’s performance will not be used in the Teacher’s evaluation.

The Parties agree to adhere to all Department of Education mentoring requirements for the purpose of educator licensure.

**ARTICLE 20
EVALUATION OF TEACHERS**

Teacher will be evaluated each year to determine their demonstrated level of achievement, which will strongly influence the amount of the annual compensation adjustment and opportunities for promotion. The approximate weight of the factors used in the evaluation is as follows:

| | |
|---|--------|
| Teacher knowledge, skills and behaviors | 50-70% |
|---|--------|

| | |
|--|--------|
| Student learning outcomes including quarterly assessment, annual tests and student writing samples | 30-50% |
| Teacher attendance | 0-10% |

All evaluations will be in writing and include the results of formal observation of teaching, level of participation in professional development, participation in SIP's, participation in other School District initiatives, and student achievement. The intent is to hold teachers accountable for sustaining or increasing the rate of improvement of each of their students, not an absolute level of student achievement. This approach to teacher evaluation combines traditional evaluation techniques with the best practices for fairly measuring student achievement.

ARTICLE 21 PERSONNEL FILES

Personnel files shall be maintained under the following circumstances:

1. No material derogatory or commendatory to a Teacher's conduct, service, character or personality shall be placed in the files unless the Teacher is sent a dated copy at the same time.
2. The Teacher shall have the right to submit a response to the statement. The Teacher's answer shall also be included in the file.
3. Any individual wishing to review their personnel file shall provide 24 hour notice in writing.
4. Upon receipt of a written request, the Teacher shall be furnished a reproduction of any material in his/her file.

ARTICLE 22 TEACHER PROTECTION

- A. **Assistance in Assault Cases.** Principals shall report all cases of assault suffered by Teachers, in connection with their employment, to the Superintendent or his/her designee.

Whenever it is alleged that a Teacher has assaulted a person or that a person has assaulted a Teacher, the Principal shall conduct an investigation of the incident. Any reasonable request from the Teacher for relevant information in the Principal/Superintendent's possession not privileged under law concerning the person or persons involved shall be honored.

- B. **Indemnification.** Subject to the sole discretion of the City Solicitor, the Committee, shall, out of any funds appropriated for the purpose of this section which appropriation shall be made in the same manner as appropriations for general school purposes, indemnify a Teacher in its employ for expenses or damages sustained by him/her by reason of action or claim against him/her arising out of the negligence of such

Teacher or other act of his/her resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting as such Teacher, and may, out of any funds so appropriated, indemnify a Teacher in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such Teacher; provided, in either case, that such Teacher was at the time the cause of action or claim arose acting within the scope of his/her employment; and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under the section shall have been made by the City Solicitor, an attorney employed for the purpose by the Committee, or, if such solicitor or counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such Teacher.

- C. Damage or Loss of Property.** No Teacher shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the Teacher.

A Teacher shall report in writing to the Principal any loss, damage or destruction immediately upon becoming aware of such loss, damage or destruction of school property.

The Committee shall reimburse a Teacher for:

1. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and
2. The cost of any medical, surgical, or hospital services (over and above the amount of any insurance reimbursement and Workmen's Compensation received by said Teacher) incurred as the result of any assault suffered in the course of his employment
3. As is current practice, loss of personal property shall not be reimbursed by the School Committee in case of theft or vandalism or fire or flood or other acts of God.

- D. Transportation of Students.** No Teacher shall be required to transport pupils in private vehicles.

ARTICLE 23 ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Association Representation and Negotiations.**

1. **Monthly Meetings with the Superintendent.**
 - a. A Committee of Association representatives, not to exceed five (5) members shall meet once a month with the Superintendent to discuss matters of educational policy, curriculum, and improvements of educational climate in the School District. Both Parties may submit items for the agenda.

- b. The Parties agree that the procedure described above shall not require either Party of this Agreement to consent to any change, modification or reopening of this Agreement.

2. Information.

- a. Names and Addresses of newly employed Teachers shall be provided to the Association following their hiring by the Superintendent.
- b. A copy of the Rules and Regulations of the Committee shall be provided the Association.
- c. A copy of the agenda for all regular Committee meetings shall be made available to the official Association representative to the Committee meeting at least twenty-four (24) hours prior to the meeting. The Association representative shall be advised as soon as possible of all special meetings of the Committee open to the public.
- d. A copy of the official minutes of all public Committee meetings, and all other non-confidential materials which are relevant to this Agreement, shall be made available to the official Association representative after approval by the Committee.

3. Protection of Individual and Group Rights.

- a. Nothing contained herein shall be construed to prevent any Person from informally discussing any dispute with his/her immediate superior or processing a Grievance on his/her own behalf in accordance with the Grievance Procedure.
- b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a Grievance.

4. Representation at Educational Meetings. The President of the Association may delegate employees who may be granted time off with pay for the purpose of representing the teaching profession before local, state and national organizations if, in the sole discretion of the Superintendent, such attendance would be beneficial to the School District. The total number of days used for this purpose shall not exceed thirty-five.

5. Printing of Agreement. The Parties agree to share equally the cost of printing the first thirty-five hundred (3,500) copies of this Agreement in booklet form and to distribute copies of the Agreement to each Teacher presently employed by the Committee and to each new Teacher hired during the duration of this Agreement. The cost of all additional copies will be paid for by the Party who desires them.

B. Association Activity on the School Level.

1. **Recognition by the Principal.** The Principal shall recognize the Association Building Representative as the official representative of the Association in the school.
2. **School Meetings.** Before the opening of school, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in School for meetings of Teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to School Committee Rules and Regulations; and any costs associated with such use shall be the responsibility of the Association
3. **Distribution of Materials.** The Association shall have the right to place Association related materials in the mailboxes of Teachers.
4. **School Visitation by Authorized Association Representatives.** For the necessary purpose of investigating one or more Grievances during the school day, authorized Association Representatives may visit the involved School so long as the educational programs of students are not impacted. The Association Representative must sign-in at the Principal's office and advise the Administrator then assigned to the School the purpose of the visit.

**ARTICLE 24
DEDUCTIONS**

- A. **Agency Fee.** Effective September 1, 1985, except for those employees who are certified as members of the Association to the Committee by the Association, the Committee, in accordance with Massachusetts General laws Chapter 150E, § 12, shall require as a condition of employment the payment of, on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this provision, whichever is later, an agency service fee to the Springfield Education Association/MTA/NEA.

The amount of the agency service fee shall be subject to the provisions of G.L. c. 150E, § 12.

The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the Committee on account of this agency service fee provision. Failure of the Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify and/or hold the Committee harmless.

The terms of this provision are enforceable on an annual basis.

B. Dues Check-Off.

1. A Teacher who wishes to have the Committee deduct the regular Association dues from his/her pay for transmittal to the Association, shall execute an authorization card to be furnished by the Association.
2. The amount of dues will be certified to the Committee from time to time by the Treasurer of the Association or by his duly authorized agent, the amount of dues being uniform for all members of the Association.

An exception to uniform dues deduction will be made in the following instance:

If the Association requests that a group of Teachers who have signed authorization cards during the year start at a given date during that year (advance notice) the year's dues will be divided by the remaining pay periods and deductions will be made from this group at a different rate than others who started during the year (one exception to the process during each year).

3. Any Teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.
4. An authorization by a Teacher for deduction of Association dues is revocable upon thirty (30) days written notice to the Association and the Committee or upon termination of employment.

C. Other Deductions. The Committee shall provide that, whenever duly authorized by any Teacher on a form or forms approved by the Committee, payroll deductions on behalf of such Teacher shall be made every pay day and transmitted in accordance with such form or forms, pursuant to limits established by the City of Springfield payroll system, for any or all of the following purposes:

1. Purchase of United States Savings Bonds.
2. Donations to Pioneer Valley United Fund.
3. Premiums under group income protection, life insurance and loss of senses insurance for the benefit of the employees in the bargaining unit.
4. Premiums under City of Springfield Employees Group Insurance program.
5. Payments to Springfield Teachers' Credit Union.
6. Premiums under tax-sheltered annuity contract purchased for the Teacher by the Committee.

Teachers' pay stubs shall identify by source any additional incidental compensation being paid along with a Teacher's regular pay.

**ARTICLE 25
SUMMER SCHOOL**

The Parties recognize that the summer school programs, including any projects financed by Federal or State funds, may vary substantially from year to year, may offer the opportunity for experimentation, and may call for flexibility in approach.

Following the determination of the summer school programs for the year, the regular process for the posting and filling of positions shall be used. However, the length of the posting shall be for ten (10) calendar days. Notice of positions shall be posted as soon as possible and preferably prior to April 15.

Compensation information shall be found in Appendix 25.

**ARTICLE 26
ADULT EDUCATION**

The Parties recognize that the adult education programs may vary from year to year. Following the determination of the adult education programs for the year, the normal process for the posting and filling of positions shall be used. However, the length of the posting shall be for ten (10) calendar days. Notice of positions shall be posted as soon as possible and preferably prior to April 15th.

Compensation information shall be found in Appendix 26.

**ARTICLE 27
COMPENSATION AND ACCOUNTABILITY**

Research cites strong evidence that the single most powerful element in a student's achievement of proficiency is a highly qualified, expert Teacher. Therefore, a comprehensive system of accountability, professional development, and compensation has been established to enable Teachers to bring their students to proficiency.

1. Competent Teacher (Level 1).

Requirements: Bachelor's Degree required
Initial License required
0 – 7 years teaching experience

Expectations: 95% attendance rate
Demonstrates substantial student progress based on the District's value added model.

The Competent Teacher can cite the Learning Outcomes expected for the grade level and content course that they teach. The Competent Teacher presents educational experiences for high student achievement.

The Competent Teacher:

- **knows, understands, and assesses** the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL.

- **is beginning to use** standards-based teaching and learning—lesson unit and course design which are content specific and align with standards and curriculum.
- **uses limited** data sources to inform instruction and needs support to design the learning environment **to move some** students to proficiency.
- **tends to match the pace** of instruction to his/her level of knowledge of the content being studied and **may not always match** the pacing needs of learners.
- **practices** appropriate inquiry, assignments, and assessments continually which **must be monitored by a mentor**.
- **is working towards consistency in articulating** academic expectations.
- **is learning new methods** for developing assessment criteria which sometimes includes the students as part of the assessment process.
- **discusses the criteria for improvement** along an established rubric are discussed and students receive direction on how to improve their work.
- **provides teacher-generated** rubrics and criteria charts and exemplars.
- **must consciously demonstrate behaviors** that support the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.
- **structures the learning environment to engage some learners** in higher order thinking skills and tasks and schedules time to practice. **Some students** are engaged in independent tasks, while **most students** are provided with **direct instruction**.
- **begins to provide consistent** organization and management of the classroom routines and practices.
- **aligns his/her professional development** plan and activities with school and district goals.
- **works with a mentor** to align curriculum and increase effectiveness.
- **attends school-based and district professional development in areas dictated by licensure regulations** and identified school improvement goals.

2. **Accomplished Teacher (Level II).**

Requirements: Bachelor’s and Master’s Degree required
Initial License required, Professional License preferred
Minimum of 5 years teaching experience necessary

Expectations: 96% attendance rate
Must demonstrate a minimum of one year’s growth in student performance gains on the District’s value added model.

The Accomplished Teacher can cite and articulate the Learning Outcomes expected for the grade level and content course that they teach. The Accomplished Teacher designs a variety of educational experiences and strategies which provide many opportunities for high student achievement.

The Accomplished Teacher:

- **knows, understands, implements, and assesses** the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL.
- **uses** standards-based teaching and learning—lesson unit and course design which are content specific and matches most instructional materials to meet standards and curriculum.
- **uses multiple** data sources to inform instruction and **to design** the learning environment to **move a majority** of students to proficiency.
- **frames the learning by contextualizing** and **using his/her content knowledge** of subject taught.
- **paces instruction to match** the level of content studied **through use of appropriate inquiry, assignments, and assessments**.
- **has clear and consistent expectations** and exemplars available for review.
- **is learning new methods** for developing assessment criteria which **frequently** includes the students as part of the assessment process.
- **discusses** criteria for movement along the rubric so that **some students** know how to improve their work.
- **utilize assessments to develop feedback** to students so that some students become independent, responsible learners.
- **must consciously work on demonstrating behaviors that actualize** the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.
- **structures the learning environment** to engage **most learners** in higher order thinking skills and tasks by scheduling **adequate** time to practice throughout the learning. **Some students** are independently engaged in meaningful tasks, while **most students** are provided with **direct instruction**.
- **strives to maximize time on learning** by having classroom routines and practices in place so that a majority of students demonstrate at least one year’s expected growth on required grade level standards.
- **aligns his/her professional development** with district goals and identified school improvement goals.
- **attempts to adjust classroom practices** as a result of professional learning.
- **works with a mentor** to align curriculum and to design instruction that **increases academic learning time by discussing best practices with team members and expert Teachers**.
- **participates in school based and district wide professional development for the purpose of improving student achievement**.
- **develops partnerships** with colleagues, parents and community.

3. Teacher Leader.

Requirements: Master’s Degree required
Professional License
Minimum of 7 years teaching experience necessary

Expectations: 97% attendance rate

Must demonstrate more than one year's growth in student achievement results based on the districts value added model.

The Teacher Leader can cite and articulate the discrete learning outcomes expected for the grade level and content course that they teach. The Teacher Leader designs a variety of educational experiences and strategies which provide the maximum opportunities for high student achievement.

The Teacher Leader:

- **knows, understands, implements, and assesses** the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL.
- **uses** standards-based teaching and learning—lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum.
- **uses multiple** data sources to inform instruction and to **design and continually re-design** the learning environment to support **all** students to proficiency.
- **frames the learning by contextualizing** and **using his/her deep content** knowledge of subject taught.
- **matches the pace of instruction to the complexity of the content** studied **through use of rigorous inquiry, assignments, and assessments.**
- **has clear and consistent** expectations and **models and creates** exemplars **with students** available for review.
- **has a clear and visible method** for applying assessment criteria, **includes the students** as part of the assessment process.
- **describes and demonstrates the criteria** for movement along the rubric so that **most students** are able to consistently improve their work.
- **provides assessment practices to include clear and specific feedback** to students. Exemplars are also provided, allowing **most students** to become independent, responsible learners.
- **demonstrates behavior that actualizes** high expectations and the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.
- **deliberately structures** the learning environment to **engage all learners** in higher order thinking skills and tasks by **scheduling sufficient time** to practice the skill and engage in **rigorous** tasks.
- **organizes an efficient learning environment which maximizes time on learning** by having classroom routines and practices in place.
- **aligns his/her professional development** with school and district goals to including identified school improvement goals.
- works on the development of the School Improvement Plan and its effective implementation.
- **works with colleagues across grade levels to align curriculum and decrease redundancy** by sharing best practices with colleagues at the school site.

- **assumes the role of teacher leader, mentor and content specialist** as he/she works with colleagues across the district.
- **designs and presents professional development** to colleagues as well as **leads/facilitates** team meetings and school based professional development.
- **develops partnerships** with parents and community and **is willing to be assigned** to a school that is identified as “in need of improvement” or not making adequate yearly progress.

4. Instructional Leadership Specialist.

Requirements: Master’s Degree required
Professional License
At least 9 years teaching experience

Expectations: 97% attendance rate
Must demonstrate more than one year’s growth in student achievement results based on the district’s value added model. Instructional Leadership Specialists demonstrate success with students with various needs (for example ELL, special education, students at risk).

The Instructional Leadership Specialist can cite and articulate the discrete learning outcomes expected for the grade level and content course that they teach. The Instructional Leadership Specialist designs a variety of educational experiences and strategies which provide the maximum opportunities for high student achievement.

The Instructional Leadership Specialist:

- **knows, understands, implements, and assesses** the MA Curriculum Frameworks Standards as well as the District Plans for Math, Reading, and ELL.
- **uses** standards-based teaching and learning—lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum.
- **uses multiple** data sources to inform instruction and to **design and continually re-design** the learning environment to support **all** students to proficiency.
- **frames the learning by contextualizing** and **using his/her deep content** knowledge of subject taught.
- **matches the pace of instruction to the complexity of the content** studied **through use of rigorous inquiry, assignments, and assessments**.
- **has clear and consistent** expectations and **models and creates** exemplars **with students and adults** available for review.
- **has a transparent method** for developing assessment criteria that includes the students as part of the assessment process.
- **discusses the criteria for movement** along the rubric so that **all students use** the criteria to improve their work.

- **provides assessment practices** to include clear and specific feedback to students. Exemplars are also provided, allowing **all students** to become independent, responsible learners.
- **demonstrates behavior that actualizes** high expectations and the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.
- **consistently and deliberately** structures the learning environment to **engage all learners** in higher order thinking skills and tasks by **scheduling sufficient time** to practice the skill and engage in **rigorous** tasks.
- **organizes an efficient learning environment which maximizes time on learning** by having classroom routines and practices in place.
- **aligns his/her professional development** with school and district goals to including identified school improvement goals.
- **works on the development of the School Improvement Plan** and its effective implementation.

The Instructional Leadership Specialist has a primary role to teach adults

by:

- modeling exemplary classroom practices; analyze multiple data sources; differentiate instruction; and design effective assessment practices.
- possessing the skills set needed to instruct adults as to how to effectively analyze and interpret data.
- sharing best practices with colleagues at the school site and across the district.
- designing and presents professional development to colleagues and leading/facilitating team meetings and school based professional development.
- **developing partnerships** with parents and community and **will accept assignment** to a School that is identified as “in need of improvement” or not making adequate yearly progress.

B. Implementation of the Compensation System.

1. FY 2006-2007. The compensation grid, attached hereto as Schedule 27B1, sets forth the base compensation for all Teachers effective July 1, 2006. All teachers move four (4) steps to the appropriate lane for educational achievement subject to the special rules that follow in this section. After the initial placement of Teachers on the grid, 27B1 will cease to be in effect and will no longer be the basis of establishing Teacher compensation.

- a. Steps 20 and 25 are frozen. That is, they contain those Teachers that had attained steps 20 and 25 prior to the wage freeze in FY 2003. The highest step available to Teachers is step 15.
- b. For lane IV (Bachelor) and Bachelor +15, steps 11, 12 and 15 are frozen in addition to steps 20 and 25. The highest step open to Teachers in these Lanes is step 10.

2. Salary Increases in FY 2007-2008 and Thereafter. Total Teacher compensation will increase by the lesser of two and one-half percent (2.5%) and the percentage increase in Massachusetts general aid to the School District (Chapter 70). Individual Teachers will receive salary increases of between zero percent (0%) and five percent (5%) determined by Teacher's level of achievement for the school year. The Teacher's performance review will be conducted by the Principal and completed by May 30th. The performance review will contain the Principal's written evaluation of the Teacher's performance, citing specific examples as well as judgments as is the current practice. Change in the rate of growth in student achievement will be a significant factor in determining the level of a Teacher's performance. The rate of improvement in student performance will be determined by the year's quarterly test results, writing samples from the current year, and annual test results from either the current year or the previous year depending on availability. (MCAS results are not available until the following September.) The evaluation process is more fully described in Article 20.

3. Placement of Teachers in job levels. When fully implemented, Teachers that are in Lanes II and III of Schedule 27B1 will be assigned to Level I. Teachers that are in Lanes IV (Bachelor) and Bachelor +15 will be placed in the category of Level I – Competent Teacher. Teachers that are in Lanes V (Masters), Masters +15, VI (Masters +30), Masters +45, and VII (Doctorate) will be placed initially in the category of Level II – Accomplished Teacher. Many Teachers that are initially placed in Level II, Accomplished Teacher will apply to be, and be promoted to either Level III, Teacher Leader, or Level IV, Instructional Leadership Specialist. Work has begun to communicate the requirements and application process for these positions so that movement can be timely.

The School District will employ expert and experienced third parties to assist in the evaluation of candidates for Levels III and IV. Every commercially reasonable effort will be made to communicate the requirements and the process for application, as well as to make the selection process tier and transparent.

Each of the four (4) job descriptions has a salary range or band associated with it. The salary bands in effect for FY 2006-2007 are attached as Schedule 27B2 and 27B2 (Critical Shortage). Periodically, as dictated by labor market conditions, the School District will survey surrounding employers as to the compensation they are providing, and may as a result of such survey adjust the salary band for one or more job descriptions. Teachers in a particular job cannot be paid less than the low range of the salary band, nor shall they be paid more than the high range of the salary band. When a Teacher is promoted to a more skilled position, he/she must be paid at least the lowest amount for the salary band associated with the new job. Similarly, if a Teacher does not seek promotion and his/her salary is above the high end of the salary band, then such Teacher's compensation will be frozen at the high end of the range until such Teacher is promoted or the high end of the salary band is increased.

4. Resolution of Disputes Regarding Performance Reviews. Should a Teacher disagree with a compensation decision resulting from his/her annual performance review, the decision will be reviewed by a Teacher and an administrator selected from the Compensation Review Panel. The Compensation Review Panel shall be composed of at least eight (8) Teachers and eight (8) Principals or administrators. The Teacher members are to be appointed by the Association and the Principals and/or administrators by the Superintendent. Should the Association fail to appoint Teachers, then volunteer Teachers

will be accepted. To the extent there are fewer than eight (8) Teachers including appointees and volunteers, then the Superintendent shall retain unbiased third parties to fill the vacant position(s) until such time as Association appointees or Teacher volunteers become available.

Members of the Compensation Review Panel shall initially be appointed to either a one-year term or a two-year term such that one-half of the Association's appointees and one-half of the Superintendent's appointees are replaced each year.

As a part of each Compensation Review Panel member's personal professional development plan, there will be training in salary administration, this Agreement, mediation skills, and problem-solving skills.

Teachers shall notify the Human Resources Department within twenty (20) days of the disputed performance review. Upon notification, two (2) panelists, one Teacher and one administrator, shall be selected randomly from the Compensation Review Panel to review the disagreement. Following a hearing where both the Teacher and the administrator that conducted the performance review present the facts of their dispute, the panelists shall consider the merits of the disagreement. If the panelists can reach a consensus on the action to be taken, they will issue a decision which shall be implemented. If the panelists cannot reach a consensus on the action to be taken, the original compensation decision will stand. The Compensation Review Panel shall complete its review and render a decision or report that there is no consensus within twenty (20) working days unless the Teacher agrees to an extension.

All decisions made under this procedure shall be final and binding and not subject to the grievance and arbitration provision of this Agreement.

5. Resolution of Disputes Regarding Promotion. Should a Teacher that has been denied promotion during the original placement of Teachers during FY 2006-2007 and FY 2007-2008, dispute the decision, he/she may appeal to the Promotion Appeals Panel ("PAP"). During these first two years, the PAP will be comprised of twelve (12) members - four (4) selected by the Association, four (4) by the Superintendent, and four (4) members selected by mutual agreement that are neither Teachers, nor employees of the School District. The procedures of the PAP shall be identical to those set forth in Section 26B4 for the Compensation Review Panel, except:

- a. The panel hearing the promotion dispute will be comprised of two (2) Association appointees, two (2) Superintendent appointees, and two (2) third-party appointees.
- b. The panel's decision shall be binding if at least four (4) members of the panel agree to change the original promotion decision, otherwise the original decision shall stand.

After the end of FY 2007-2008, the PAP shall be comprised of six (6) Teachers appointed by each of the Association and the Superintendent unless the use of third-party members is mutually agreed upon. Provided, however, that if the Association has failed to timely make appointments to maintain a full complement of Association appointees, then the decision to continue to use third-parties shall be made solely by the Superintendent.

All decisions made by the PAP as well as the original promotion decision are not subject to the grievance and arbitration provisions of this Agreement.

6. Critical Shortage Teachers. The School District shall identify Critical Shortage teaching areas based on market conditions where the availability of fully licensed Teachers in specific disciplines is insufficient to fill the number of vacancies in such disciplines. The School District shall designate Teachers who are licensed in Critical Shortage areas, and teaching at least 80% of their assignment in these areas as Critical Shortage Teachers.

Critical Shortage Teachers will be offered a \$6,000.00 recruitment/retention bonus (paid in \$2,000.00 annual increments) for the first three (3) years of employment in the School District. At the conclusion of three (3) years, Critical Shortage Teachers must reapply for a continued three (3)-year bonus of \$2,000.00 per year and for formal designation in this category. The School District has the option to rehire said Teachers in its sole discretion. Prior to the end of the third year, the School District will determine whether or not the same areas are still Critical Shortage areas. The review will occur every year for the upcoming three (3)-year period.

Teachers who are licensed in Critical Shortage areas may choose to bypass designation as a Critical Shortage Teacher, and thereby refuse the salary bonus as part of their compensation. Such Teachers will not need to reapply to the School District at the end of each three (3)-year cycle.

C. Method and Time of Salary Payment.

1. The first paycheck of the school year will be issued on the second Friday of the Teacher work year as long as a minimum of seven (7) work days have been scheduled, including the second Friday. If the second Friday occurs less than seven (7) work days into the year, the first pay date will be the following Friday.
2. If a Teacher leaves or dies during the school year, he/she, or his/her estate, shall be entitled to any monies due.
3. Itinerant Teachers and specialists may designate a School at which their paychecks will be delivered, or they may have their paychecks held at the School Department Central Office.

D. Extracurricular Activities – Athletics. Salaries for extracurricular activities are set forth in the Appendices B 1, 2 and 3, which are attached to and made a part of this Agreement.

1. All regular season game schedules will be developed, finalized and approved by the Supervisor of Student Extra-Curricular Activities.
2. Whenever a team is selected for tournament play, the Head (Varsity) Coach must participate in all practices and/or scouting assignments and games related to his/her team's tournament play. No coach other than the Head (Varsity) Coach is required to participate in the tournament play.

3. When a team, both girls and boys, in each of the sports set forth in the Appendices that are attached to and made a part of this Agreement, is selected for tournament play, each Assistant Coach, including Junior Varsity and Freshman, must notify the Supervisor of Student Extra-Curricular Activities in writing if they wish to participate in tournament play. This written notification is to be sent to the Supervisor of Student Extra-Curricular Activities prior to the completion of that school's last regularly scheduled season game for that school's team, either girls or boys, for that sport. The written notification must be received by the Supervisor of Student Extra-Curricular Activities no later than two (2) school days before the completion of the last regularly scheduled season game by the Springfield Public Schools' teams, both girls and boys, for that sport. Following consultation with the Head (Varsity) Coach, the approving each Assistant Coach's, including Varsity and Freshman, participation in tournament play. Prior to the start of tournament practice and/or scouting assignment and tournament games, assistant coaches must be notified in writing by the Supervisor of Student Extra-Curricular Activities as to whether or not they have been selected to participate in tournament play. If approved, each Assistant Coach, including Junior Varsity and Freshman, will be required to participate in practices and/or scouting assignments and tournament games.
4. Coaches shall receive compensation in addition to the stipends contained in Appendix B for post-season games. Compensation for post-season games would begin on the next school day following the completion of the last regularly scheduled season game by a Springfield Public School's team, both girls and boys, in each of the sports set forth in the Appendices which are attached to and made a part of this Agreement.
5. Compensation will not be granted for practices that occur *following* the completion of the last regularly scheduled season game if the team is not selected for post-season play at the conclusion of the regular season as determined by M.I.A.A.
6. In any sport set forth in the Appendices that requires an open tournament as prerequisite to qualify for a state tournament, compensation will begin from the date that the team individual(s) qualifies for the state tournament.
7. Each year, a copy of this Article 27 H. 1. will be given to all Head (Varsity) Coaches and Assistant Coaches, including Junior Varsity and Freshman.

E. Extracurricular Activities – Non Athletic.

All supplemented extra-duty positions, including any adjustments in tentative agreements of 2002 and 2003, will be incorporated into the new agreement, and will remain at the same compensation level until full implementation of the new salary and compensation schedule. The Parties agree to appoint a joint labor management committee to make recommendations to the respective bargaining teams during the 2006-2007 school year regarding these positions. If the Parties cannot agree on compensation before August 1, 2006, the Superintendent shall set the salary supplement for extracurricular activity positions.

The Committee and the Association agree to establish two new extra-duty positions called Test Chairperson and Head Teacher (Elementary).

The Test Chairperson shall have a range of duties associated with preparing and delivering test documents, arranging logistics for school-wide and grade-level testing, communicating with central office administrators regarding testing, and communicating internally with school staff. The Test Chairperson is not an interpreter of test data. The Middle and High School Chairperson shall receive a \$1,500 annual stipend and a release period each day. The Elementary School Chairperson shall receive an \$800 annual stipend and an adjusted student load. This shall be a posted position.

The Head Teacher (Elementary) shall be the Principal's designee in all Elementary Schools in which there is no Assistant Principal. The duties of the Head Teacher shall be to make operational decisions in the absence of the Principal, and to monitor student and staff safety. The Head Teacher will respond to any emergencies which may occur in the absence of the Principal, and will contact appropriate central office personnel for assistance as required. Under no circumstances will a Head Teacher be responsible for a building for more than three (3) consecutive days without oversight and on-site support from an assigned administrator. The Head Teacher shall receive an annual stipend of \$1,500. This shall be a posted position.

- F. Required Teaching Before and/or After the Regular School Year.** Any Teacher required to work before and/or following the close of the school year shall be compensated at a pro rata annual salary. This does not apply to summer school or to workshops for which Teachers make application.
- G. Severance Pay.** Teachers who provide notification no later than January 5 of the school year in which they intend to retire are eligible for severance pay. In all cases a minimum of six (6) months written notice is required to be eligible for this benefit. If a Teacher dies while an active member of the School District, the estate of the Teacher will receive the same benefit. Such payment shall be made at the rate of fifteen percent (15%) of the unused accumulated sick leave based upon the annual rate of pay of the person at the time of retirement or death. In the event of death, payment shall be made to the estate. For purposes of this calculation, MTRB rules and regulations regarding such shall be adhered to.
- H. Mileage Allowance.** Teachers whose use of a personal car for school business is approved by the Superintendent shall be reimbursed for the use of said car at the rate per mile in effect for non-bargaining group personnel at City Hall. Records of mileage shall be submitted monthly on the form provided by the School District. All mileage for each completed school year must be submitted no later than June 30 of each year.
- I. Speech and Hearing Therapists – Additional Work.** The Parties agree Speech and Hearing Therapists may perform additional work subject to the following conditions:

 - 1. All additional work will be voluntary.

2. The maximum number of clients to receive therapy in each hour is three (3). Subject to review and approval by the Superintendent or his designee, each Therapist will exercise his/her professional discretion in determining the actual number of clients to receive therapy in any hour.
3. The hourly rate of pay shall be _____ for each hour of therapy. Preparation time is required to prepare the Therapist for each client and the Therapist will be reimbursed at the same hourly rate. Said reimbursement will be limited to and shall not exceed one half hour for each hour of therapy.
4. Voluntary additional work may be performed during the following times:
 - a. During the summer months when school is not in normal session, at times and places convenient to the Therapist and the Superintendent or his designee, but not on holidays, Friday afternoon, Saturday or Sunday.
 - b. In the afternoon during the normal student school year, Therapists may work either one (1) or two (2) additional hours as determined by the Superintendent or his designee. In either case they may work up to four (4) afternoons per week but in any event not on Friday. This work in the afternoon will occur only after the completion of the Therapists' normal work day and Extended Days. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.
 - c. In the morning prior to the start of the Therapists' normal work day, they may work one (1) additional hour. They will work and be paid only on regularly scheduled school days and not on days when school is cancelled.

K. ROTC – Additional Work. Effective July 1, 1998 each non-commissioned officer Teacher will receive the stipend detailed as evidenced in the extra-curricular activities salary schedule. The R.O.T.C. Officer Teacher must submit to the Principal at the start of each school year a schedule of events, activities and ceremonies in which all non-commissioned R.O.T.C. Teachers are expected to participate. Additions to the annual schedule are to be given to the Principal as soon as possible.

If the commissioned R.O.T.C. Officer Teacher voluntarily fully participates in the schedule of events, activities and ceremonies describe above, then he/she shall also receive the stipend.

The School District will make every effort to pay travel and expense reimbursements within thirty (30) days of submission of the request for reimbursement to the Business Office.

**ARTICLE 28
REDUCTION IN FORCE**

Springfield Public Schools and the SEA agree that reduction-in-force will proceed to follow all applicable federal statutes and statutes of the Commonwealth of Massachusetts which govern the status of Teachers related to certification, Highly Qualified status and Professional Teacher Status. Further, the parties agree that the Superintendent may make programmatic reductions consistent with the needs of the district, system priorities, and the effect of Teacher evaluations on student learning outcomes.

**ARTICLE 29
SEPARABILITY**

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**ARTICLE 30
RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS**

During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike, work stoppage, slowdown or withholding of services. Employees who participate in any such act may be disciplined or discharged without recourse to Grievance or arbitration; provided, however, that the question of their application shall itself be subject to the Grievance and Arbitration Procedure.

**ARTICLE 31
GRIEVANCE PROCEDURE**

The prompt, informal and confidential adjustment and settlement of Grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established:

A. Definitions.

A Grievance is a claim by a Teacher that there has been a violation of an express, written provision of this Agreement relating to wages, hours or other conditions of employment. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any Grievance hereunder. Any matter or dispute which is or may be subject to the jurisdiction of the MCAD or EEOC shall not be the subject of any Grievance hereunder.

As used in this Article, the term "Teacher" means (1) an individual Teacher, (2) a group of Teachers-having the same Grievance, or (3) the Association.

B. General Provisions.

1. A Grievance as defined in A above must be presented for disposition through the Grievance Procedure Article 31 within fifteen (15) school days of the

occurrence of the Grievance or the first knowledge of its occurrence, whichever is later.

2. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the Teacher of the decision rendered.
3. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall be construed as a denial of the Grievance.
4. Time limits at any step may be extended by mutual written agreement.
5. All written communications, documents and records relating to any Grievance will not become a part of the Teacher's personnel file.
6. Conferences with Teachers, necessary for processing Grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the Teacher.
7. The Association shall have the right to initiate a Grievance at any appropriate step of the Grievance Procedure.
8. Whenever a Grievance is presented at any step by the Teacher personally, the Association representative shall be given the opportunity to be present and state the views of the Association.

C. Procedures.

Step 1 - Informal Discussion

A Teacher and an Association representative (if the Teacher so desires) shall first discuss the problem with the school official serving as the Teacher's immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the Teacher.

Step 2 - Principal or Immediate Supervisor

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the Grievance in writing on a form which will state the alleged violation of contract, the remedy sought, and the disposition to the Principal or his immediate supervisor. This form shall be used immediately after step one and shall carry through for all other steps. Copies of a resolution or continuation of a Grievance will be kept by both Parties. The administrative superior shall meet with the employee within five (5) school days of receipt of the written complaint. At the conference, the employee may be represented by the appropriate Association representative.

The Principal or immediate superior shall communicate the decision in writing with copies to the employee and the Association within five (5) school days of the aforesaid conference.

Step 3 - Superintendent of Schools

If the Grievance is not resolved at Step 2, the Teacher may appeal from the decision at Step 2 to the Superintendent or his/her designee within five (5) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2.

The Superintendent or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Association representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the administrators involved at Step 2, who may be present at the conference and state their views.

The Superintendent shall communicate this decision in writing together with the supporting reasons, to the employee and the Association within ten (10) school days after receiving the appeal.

The administrator present at the conference shall also receive a copy of any decision at this level.

Step 4 - Arbitration

If the Grievance is not satisfactorily resolved at Step 3, the Association may request that the Grievance be referred for arbitration. Notices of intention to request arbitration must be in writing addressed to the Superintendent.

Within seven (7) days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the Parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, then the Association may submit the Grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules. Submission to the American Arbitration Association must be made not later than 10 days following the Superintendent's written decision in STEP 3 above.

The arbitrator shall issue his award not later than thirty (30) days from the date of the close of the hearings or, if oral hearing has been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.

The arbitrator shall have no power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with the provisions of this Agreement. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language or provisions of this Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall have no power to recommend or impose any right or relief for any period of time prior to the effective date of this Agreement.

Fees and expenses of the arbitrator shall be shared equally by the Committee and the Association.

**ARTICLE 32
CHAPTER 656**

This Agreement shall be subject to, and incorporate the provisions of, Section 6 of Chapter 656 of the Acts of 1989. The Parties acknowledge that this Article is not subject to the Grievance and arbitration provisions of this Agreement.

**ARTICLE 33
Stability of Agreement**

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the Parties hereto unless made and executed in writing by the Parties hereto.

The failure of the Committee or Superintendent to insist in any one or more incidents, upon performance of any of the terms and conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Committee or Superintendent to future performance of any such term or condition and the obligations of the Association to such future performance shall continue in full force and effect.

**ARTICLE 34
RESIDENCY AND SCHOOL ENROLLMENT**

The Committee's policy is to encourage teachers to reside in Springfield. Therefore, when Teachers are hired, assigned, request transfer and seek promotions, consideration will be given to whether such Teachers are residents of Springfield and whether any of such Teachers' school age children attend school in the School District. Specifically, where there are two otherwise equal candidates and one is a resident of Springfield and the other is not, preference shall be given to the Springfield resident. Further, where there are two equal candidates, both residents of Springfield, and one candidate's children attend school in the School District and the other candidate's children do not, preference shall be given to the candidate with children attending school in the School District.

**ARTICLE 35
DURATION/EFFECT OF AGREEMENT**

This collective bargaining agreement (Agreement) shall be in full force and effect from July 1, 2005 until June 30, 2012. Unless expressly provided for herein, any prior agreement or past practices covering the employees in this bargaining unit shall be terminated and superseded by this Agreement as of the effective date of this Agreement. The School District's rules and regulations shall continue in full force and effect and may be altered, modified or changed as the needs of the School District require. The Parties agree that any wage increases can only be realized through collective bargaining. Upon written notice by either party no earlier than 180 days and no later than 30 days prior to June 30, 2012, the Parties will begin negotiations for a successor Agreement. Upon the expiration of the Agreement, no contract-specific provisions shall continue.

SIGNED:

APPENDIX 17
HEALTH, SAFETY, AND SECURITY

1. All middle and high school students and all employees of the Springfield Public Schools, including substitute teachers, shall prominently display on their person a photo identification badge at all times when they are on School District grounds.
2. All visitors to Schools must first report to the Front Office and present verifiable identification and then be issued a Visitor Badge that must be prominently displayed on their person while at the school. The Front Office will contact the staff member being visited to inform him/her that the visitor is waiting in the Front Office area. The badge must be returned to the Front Office when the visitor departs from the school.
3. All reasonable efforts shall be made to keep Schools safe and secure (e.g., designate one door at each school for all deliveries).
4. Every School shall have an *Emergency Response Plan* developed by the SCT and reviewed by the designated Assistant Superintendent. The Team shall communicate the plan to all staff at the School. The plan shall be reviewed and updated each September and January. At least one Emergency Response drill shall occur following the September and January reviews.
5. Violence prevention is the responsibility of every employee in the Springfield Public Schools. It is expected that all employees will support and be part of violence prevention efforts. As part of the school system's initiatives to provide a safe environment for staff and students, regular searches are conducted throughout the year. Usually, these searches involve a portion of the school building and use of metal detectors for the student body in the selected area. (These searches are not considered an emergency).

The Parties recognize that every effort should be made to limit the intrusion on the educational process caused by violence prevention activities. The administration of the school system and the School will make every effort to address violence prevention while maintaining normal school operations and the working conditions under this Agreement.

When a search must occur to address an emergency, there may be need for some Teachers to use preparation periods during locker searches and other violence prevention activities. An emergency is defined by a situation that calls for a spontaneous, previously unplanned violence prevention activity, an activity which is set into motion because of police information or school administration evaluation of new information.

6. The Parties agree that a healthy environment is a mutual obligation and responsibility (e.g., air quality, water quality, ventilation) and therefore agree that each School shall have a Health and Safety Committee consisting of at least one representative of the Association and at least one member of the school administration.
7. Building renovation (Renovation will be defined as structural changes or demolition that generate noticeable amounts of particulate matter and/or fumes).

- a. Establish communications between all Parties involved with building renovations to prevent potential Indoor Air Quality problems.
 - b. Develop a forum for occupants to express concerns about renovations as well as a program to resolve Indoor Air Quality issues.
 - c. Develop a notification system for School occupants immediately adjacent to construction activities to report odors and/or dust problems.
 - d. Have concerns relayed to the contractor in a manner to allow for a timely remediation of the problem.
 - e. When possible, schedule School projects, which produce large amounts of dusts, odors and emissions during unoccupied periods or low periods of occupancy.
8. The Health and Safety Subcommittee will monitor the implementation of this Memorandum of Agreement and will meet as required to make recommendations for any modifications in the agreement.
 9. Hepatitis Shots: Hepatitis (B) Vaccine consisting of three (3) separate shots will be given without cost to Teachers. The Nursing Supervisor of the Springfield Public Schools will be responsible for coordinating the Hepatitis (B) vaccine series, and the shots will be given by and administered by the School Nurses (RNs) currently employed by the Springfield Public Schools. The Hepatitis (B) vaccine series will be administered on a voluntary basis to those Teachers who request the series and sign the appropriate consent form.