

SPRINGFIELD FINANCE CONTROL BOARD

AND

SPRINGFIELD EDUCATION ASSOCIATION

CONTRACT COMPARISON

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
No Such Provision.	<p><i>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.</i></p> <p><i>Accordingly, the following initiatives have been undertaken by the Springfield Public Schools:</i></p> <ul style="list-style-type: none"> <li data-bbox="1064 1203 1696 1419">▪ <i>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.</i> <li data-bbox="1064 1458 1650 1490">▪ <i>Monitoring procedures for pupil</i> 	TENTATIVE AGREEMENT

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	<p><i>progression implementation, which includes evaluation elements for school administrators.</i></p> <ul style="list-style-type: none"> ▪ <i>Comprehensive Reading Plan for all Pre-K – 12 schools.</i> ▪ <i>English Language Learners Plan for all Pre-K – 12 schools.</i> ▪ <i>Comprehensive Mathematics and Science Plan for all Pre-K – 12 schools.</i> ▪ <i>Code of student conduct that reinforces an environment of mutual respect in schools, delineates expectations for student behavior, and establishes protocols for disciplinary action.</i> <p><i>School and district processes for problem solving on academic achievement and social/emotional/behavioral issues.</i></p>	
No Such Provision.	<p><i>PREAMBLE: <u>Purpose of the Agreement.</u></i></p> <p><i>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,</i></p>	

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	<p><i>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. The Preamble shall not be subject to the Grievance and arbitration provisions of this Agreement.</i></p>	
<p>No Such Provision.</p>	<p><i>PREAMBLE: <u>Goals of the Compensation System.</u> The compensation system for Teachers set forth herein, address four (4) main goals.</i></p> <p><i>1. <u>Motivation Goals.</u> 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.</i></p> <p><i>2. <u>Career Goals.</u> 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</i></p>	

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	<p><i>order to retain the best Teachers for their entire careers.</i></p> <p>3. <u>Professional Goals.</u> 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.</p> <p>4. <u>System Goals.</u> A compensation system must be affordable, manageable, fair, sustainable, comprehensive, flexible and understandable by those that are a part of it.</p> <p><i>The Preamble shall not be subject to the grievance and arbitration provisions of this Agreement.</i></p>	
<p>ARTICLE I – ASSOCIATION RECOGNITION AND DEFINITIONS.</p> <p>A. Association Recognition. Pursuant to the certification of representatives by the Massachusetts Labor Relations Commission, Case Number MCR-2920 on October 18, 1979, the Springfield School Committee recognized the Springfield Education Association/Massachusetts Teachers Association/National Education Association, SEA/MTA/NEA, as the exclusive bargaining agent and representative of all employees in the current Unit A, including all teachers, counselors, librarians, reading clinicians, department heads in the K-8, middle school, and senior high schools, therapists,</p>	<p>ARTICLE I – ASSOCIATION RECOGNITION AND DEFINITIONS.</p> <p>A. Association Recognition. <i>The Committee recognizes the Association as the</i> 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. <i>The Association is excluded as a bargaining agent and representative of</i> day to day substitutes, all other employees and further</p>	<p>TENTATIVE AGREEMENT WITH MODIFICATIONS</p>

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<p>psychological examiners, Evaluation Team Leaders and teachers on leave of absence, and excluding 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.</p>	<p>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.</p>	
<p>B. Jurisdiction</p> <p>The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, except Principals and Unit B personnel, will be allowed to continue performing classroom duties as stated in their (Unit B) job specifications as listed in Rules and Regulations of the School Committee approved prior to May 6, 1980. Nothing in this section shall serve to decrease unit positions, effect layoffs and/or recall or otherwise interfere with Unit A positions.</p>	<p>B. Jurisdiction</p> <p>Delete Existing Provision.</p>	
<p>C. Definitions</p> <p>The term “Committee” as used in this Agreement means the Springfield School Committee.</p> <p>The term “parties” as used in this Agreement refers to the Committee and the Association as participants in this Agreement.</p> <p>The term “school” as used in this Agreement means any work location or functional division maintained by the School Department.</p> <p>The term “Principal” as used in this Agreement means the responsible administrative heads of their</p>	<p>B. Definitions</p> <p>1. “Association” as used in this Agreement means the official entity of the Springfield Education Association.</p> <p>2. “Association Representative” as used in this Agreement means any duly-authorized designee of the Association.</p> <p>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</p>	

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<p>respective schools.</p> <p>The term “teacher” and the term “person” as used in this Agreement means a person employed by the Committee in the Bargaining unit as described in Section A of Article 1.</p> <p>The term “Association representative” as used in this Agreement means any duly authorized designee of the Association.</p> <p>The term “Teacher Without Professional Status” as used in this Agreement is a teacher who is filling a bona fide vacancy caused by the creation of a new position, the resignation, retirement, death, approved leave of absence, transfer or promotion, promotion of the teacher assigned to a given position as long as that vacancy is for more than 91 school days within the school year. This teacher will be placed on the salary scale in accordance with Article 27, Item D.</p> <p>Day-to-day Substitutes are not covered by this Agreement and are 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 that will not result in a vacancy of more than 91 school days within the school year. Any day-to-day Substitute who serves in the same assignment in the same school during a given school year for 91 school days or more, shall be placed on the salary scale in accordance with Article 27, Item D, effective on the 91st day. (No retroactive pay).</p>	<p><i>ordering, etc.</i></p> <p>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.</p> <p>5. “City” as used in this Agreement means the geographical, political and administrative entity of Springfield, Massachusetts.</p> <p>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.</p> <p>7. “Committee” as used in this Agreement means the Springfield School Committee.</p> <p>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.</p> <p>9. “Core Academic” subjects are defined as English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, History, and geography.</p> <p>10. “Day-to-Day Substitutes” as used in this Agreement means those temporary teachers who serve in temporary vacancies caused by the</p>	

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	<p><i>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</i></p> <p><i>11. "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.</i></p> <p><i>12. "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.</i></p> <p><i>13. "Grievance" as used in this Agreement 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.</i></p> <p><i>14. "Highly Qualified" as used in this Agreement means the status required of all Teachers under the No Child Left Behind Act.</i></p> <p><i>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.</i></p> <p><i>16. "Human Resources Executive Director" as used in this Agreement means the individual</i></p>	

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	<p><i>charged with the responsibility of the overall functions of the Human Resources Department.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>19. "Learning Outcomes" or "Outcomes" as used in this Agreement means grade level standards as defined by the Massachusetts Curriculum Frameworks.</i></p> <p><i>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.</i></p> <p><i>21. "Massachusetts Department of Education Professional Standards for Teachers" as used in this Agreement means the standards that define</i></p>	

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	<p><i>the pedagogical and other professional knowledge and skills required of all Teachers who attain Teacher Licensure in Massachusetts.</i></p> <p>22. "Parties" as used in this Agreement means the Committee and the Association as participants in this Agreement.</p> <p>23. "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.</p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>27. "Springfield School District Plans" as used in this Agreement means the major plan as indicated in the Preamble of this Agreement.</i></p> <p>28. "School" as used in this Agreement means any work location or functional division maintained by the School District.</p>	

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	<p>29. "School Advisory Council" as used in this Agreement means (as provided for in Chapter 71, Chapter 59c of the General Laws of Massachusetts.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	

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	<p><i>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.</i></p> <p>35. "Teacher Without Professional Status" as used in this Agreement means a Teacher who is hired as a result of a bona fide vacancy, <i>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.</i></p>	
<p>ARTICLE 2 – 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.</p> <p>Except as otherwise provided in this Agreement, the Committee and the Superintendent retains all powers, rights, duties and authority which it had prior to entering into this Agreement. The exercise of said powers, rights, duties and authority shall not be subject to the Grievance Procedure and/or Arbitration.</p>	<p>ARTICLE 2 - <i>MANAGEMENT AND COMMITTEE RIGHTS.</i> 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.</p> <p>Except as otherwise <i>expressly</i> provided in this Agreement <i>or Chapter 71,</i> the Committee, Superintendent <i>and their delegates</i> retain all customary powers, rights, duties and authority. <i>The enumeration of management rights in this Article shall not be construed as a limitation of management's rights, but rather as an</i></p>	

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	<p><i>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.</i> The exercise of said powers, rights, duties and authority shall not be subject to the Grievance or arbitration procedures of this Agreement. <i>The Association agrees to abide by all Federal, State and Local laws and regulations and School Committee and School District policies.</i></p>	
ARTICLE 3 – EXISTING CONDITIONS OF	ARTICLE 3 - Delete Existing Provision.	

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<p>EMPLOYMENT</p> <p>Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as established by the School Committee's Rules and Regulations in force on the said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes pre-existing School Committee Rules and Regulations shall operate retroactively.</p>		
<p>No Such Provision.</p>	<p>NEW ARTICLE 3 – ASSIGNMENT, REASSIGNMENT AND TRANSFER</p> <p><i>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.</i></p>	
<p>ARTICLE 4 – FAIR PRACTICES</p> <p>A. Employment Practices</p> <p>1. As sole collective bargaining agent, the Association will accept into voluntary membership all teachers covered by this Agreement without regard to race, color, creed, national origin, sex, marital</p>	<p>ARTICLE 4 – FAIR PRACTICES</p> <p>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.</p>	

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<p>status, sexual orientation, or affiliation with other teacher organizations.</p> <p>2. The Superintendent and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, marital status, sexual orientation, or participation in any teacher organization activities.</p>		
<p>No Such Provision.</p>	<p>ARTICLE 4 – FAIR PRACTICES</p> <p>B. ASSOCIATION PRACTICES</p> <p><i>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.</i></p>	
<p>B. Affirmative Action</p> <p>As a result of the Report issued November 30, 1983 by the Joint Labor Management Committee (JLMC), the parties agree that the School Committee will implement an Affirmative Action Plan by September 1, 1985. The Plan will insure the recruiting, employment, training, assignment, transfer, career development and promotion of minorities, women, and handicapped will be addressed at all levels of employment within the School Department of the City of Springfield.</p> <p>The School Department's Affirmative Action Officer will be responsible for the administration of the Plan. The Officer shall be assisted and advised by an</p>	<p>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.</p> <p><i>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.</i></p>	

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<p>Advisory Committee consisting of three (3) citizens of Springfield appointed by the School Committee, three members appointed by the Springfield Education Association/MTA/NEA, one member of the Office of the Superintendent, one member of the School Committee, and one member from each union (exclusive bargaining agent) representing more than twenty (20) employees in the School Department. The Advisory Committee shall be composed so that fifty percent (50%) of its members are women, minorities and/or handicapped persons.</p> <p>The parties agree that the School Committee in its sole discretion may or may not choose to implement all or any of the Incentive Options contained in the JLMC Report of November 30, 1983 to lessen the impact of a possible Reduction-In-Force.</p> <p>Further, the parties agree that should Reduction-In-Force take place, the provisions of Article 28-Reduction-In-Force Procedure will not be impacted or affected by the Affirmative Action Plan.</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>These provisions of Article 4 are not subject to Grievance or arbitration provisions of this Agreement.</i></p>	
<p>A. Notices and Announcements</p> <p>1. All official circulars pertaining to teachers shall be</p>	<p>A. Notices and Announcements</p> <p>1. All official circulars pertaining to Teachers shall</p>	

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<p>posted on the School Bulletin boards, and a copy furnished to the Association representative in each building.</p> <p>2. Each teacher shall have access to an up-to-date copy of the Rules and Regulations of the Springfield School Committee and all amendments thereto.</p> <p>3. A systematic method of disseminating information shall be devised in each building. 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 five minutes of a class period.</p> <p>4. A copy of teaching programs and non-teaching assignments will be posted in each school by October 1. Changes will be posted promptly.</p> <p>5. Teachers are required to file with the Personnel Department any change of mailing address. The City and the School Department will not be responsible for any mailings (including W-2 forms) if the address on file is incorrect. This address file will be shared with the Association at its request.</p>	<p>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.</p> <p>2. Each Teacher shall have access to an up-to-date copy of the Rules and Regulations of the Committee and all amendments thereto.</p> <p>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.</p> <p>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.</p>	
<p>B. School Facilities</p> <p>1. The School Committee agrees with the Association that it is desirable to have every class held in a properly heated, lighted, ventilated and equipped classroom.</p> <p>2. Every school building shall have at least one (1) furnished teachers' lounge.</p>	<p>B. School Facilities</p> <p>1. The Parties agree that it is desirable to have every class held in a properly heated, lighted, ventilated and equipped classroom.</p> <p>2. Every School shall have at least one (1) furnished Teachers' lounge and/or a Teacher workroom.</p>	

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<p>3. Each teacher shall be provided with a desk, chair, and a space for his exclusive use in which he may securely store his instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.</p> <p>4. If teachers desire, there shall be a pay telephone reserved for use of teachers in the teachers' lounge. Such telephone shall be maintained as long as it is self-supporting.</p> <p>5. Adequate parking facilities for teachers shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.</p> <p>6. Mail boxes for teachers shall be provided in all schools.</p> <p>7. When existing facilities permit, a teacher workroom shall be provided in each building.</p> <p>8. Every building shall have a library within available space facilities.</p> <p>9. Duplicating machines, typewriters, photocopying machines, and computers in each school shall be available to teachers to use in preparing instructional materials.</p> <p>10. In all future school buildings, separate lavatory facilities shall be provided for men and women.</p> <p>11. Effective February 1, 1993, all schools shall be smoke free. The School Department shall provide programs to assist teachers to quit smoking. The Association and the Superintendent shall meet and confer regarding any infractions of the no smoking</p>	<p>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.</p> <p>4. Adequate parking facilities for Teachers shall be furnished to the extent possible. School parking facilities shall be <i>maintained</i>.</p> <p>5. Mail boxes for Teachers shall be provided in all Schools <i>for the purpose of distributing work related materials</i>.</p> <p>6. <i>Photocopying machines</i> and computers in each School shall be available to Teachers to use in preparing instructional materials.</p> <p><i>7. All Schools and school grounds shall be smoke free.</i></p>	

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<p>policy.</p> <p>C. School Supplies</p> <p>1. Teachers shall be allowed to recommend what supplies are to be ordered.</p> <p>2. Teachers shall be permitted to order supplies weekly from the office in the school.</p> <p>Whenever possible, as determined by the principal of the Building, floating teachers shall be allowed to pick up supplies daily.</p> <p>3. The parties agree that a committee be established to recommend effective ways of ordering and distributing school supplies.</p> <p>4. No teacher shall be required to purchase or otherwise provide at his/her expense, materials for student use.</p>	<p>Delete Existing Provision.</p>	
<p>D. Marks</p> <p>1. A teacher's mark shall not be changed arbitrarily or without valid reason. No marks shall be changed unless the teacher is consulted first, and has been given the reason for the change.</p> <p>2. Final grades for the year shall not be reported until one (1) week before the last pupil school day,</p>	<p>C. Student Progress And Grades (These refer to any report relating to the achievement of students' grades and progress.)</p> <p>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 Principals grade. Only the Principal may change a Teacher's grade.</p> <p>2. Final grades for the year shall not be reported until before the last pupil school day, at the earliest.</p>	

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<p>at the earliest.</p>	<p>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.</p>	
<p>E. Lesson Plans</p> <p>1. Teaching plans shall always be available for use of the substitute teacher. Said lesson plans shall be available on the first day of each week for that school week.</p> <p>2. Lesson plans shall be available to the school's Principal and Assistant Principal(s) upon request.</p> <p>Lesson plans are expected to include activities for the class/week that are consistent with the instructional goals of that class including homework, where applicable. The instructional goals will be consistent with the curriculum/frameworks and learning outcomes. Teachers should be able to relate the lesson plans to the curriculum/frameworks and/or learning outcomes. All teachers will be provided with a copy of the curriculum/frameworks and the learning outcomes.</p>	<p>E. Lesson Plans</p> <p>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).</p> <p>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.</p> <p>2. Teachers shall use pre-approved lesson plans by the Springfield Curricula/Instructional</p>	

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	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>Emergency lesson plans shall be compiled from the Springfield Learning Center data bank of lessons once the Learning Center plans are available.</i></p>	
<p>F. Substitute Teachers</p> <p>1. Every reasonable effort will be made to hire substitutes to cover classes of regularly assigned</p>	<p>F. Substitute Teachers</p> <p>1. Every reasonable effort will be made to hire substitutes to cover classes of regularly assigned</p>	

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<p>teachers when they are absent, provided the absence is for more than one-half (1/2) of a regularly scheduled day.</p> <p>The following teaching personnel do not receive substitute teacher coverage:</p> <ul style="list-style-type: none"> a. Guidance Counselors b. Adjustment Counselors c. Psychological Examiners d. Speech Therapists e. Teachers of the Deaf f. Teachers of Visually Handicapped g. Itinerant Resource Teachers h. Home Teachers i. Evaluation Team Leaders <p>2. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.</p> <p>3. 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 basis. A teacher so assigned during his/her preparation period will be paid \$23.77 effective 7/1/1998, \$24.48 effective 7/1/1999, \$25.21 effective 7/1/2000 per class period regardless of the specific number of minutes in the period as it may vary from building to building.</p> <p>4. Except in unusual circumstances, special and/or itinerant teachers will not be used as substitutes for</p>	<p>Teachers when they are absent, provided the absence is for more than one-half (1/2) of a regularly scheduled day.</p> <p>The following Teacher personnel do not receive substitute Teacher coverage:</p> <ul style="list-style-type: none"> 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 <p>When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.</p> <p>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.</p> <p>3. Except in unusual circumstances, special and/or itinerant Teachers will not be used as substitutes for</p>	

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regular classroom teachers.	regular classroom Teachers. <i>(as referenced in G-1.)</i> 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.)	
<p>G. Practice Teachers</p> <p>1. Placement of all practice teachers, by whatever title they may be known, is processed through the Personnel Department.</p> <p>2. Acceptance of teacher trainees shall be voluntary.</p> <p>3. Teachers may advise their immediate supervisor of their willingness to accept a trainee for a specified period of time and in a definite assignment area.</p> <p>4. The trainee's duties shall be determined cooperatively by the critic teacher, the principal, and the representative from the trainee's college.</p>	<p>G. Practicum Students</p> <p>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.</p>	
<p>H. Termination of Employment</p> <p>The required notice of termination of employment by a teacher is thirty (30) days from receipt of written notice by the Superintendent of Schools. Notice of non-renewal of teachers, without professional status, shall occur no later than May 15th.</p>	<p>H. Personnel Action/Termination Of Employment</p> <p>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.</p> <p>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,</p>	

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	<p><i>Teachers, or non-professional employees.</i></p> <p><i>Termination of employment or other personnel action regarding a Teacher shall be governed by Massachusetts General Laws, Chapter 71.</i></p>	
<p>I. Data Processing</p> <p>At present, data processing is being used for scheduling in the Middle School, report cards in the Middle School, annual reports from the school registers, scoring of all machine scored standardized tests, ordering of audio-visual supplies, and pupil data records. Data processing will be applied to staff records and clerical work now performed by teachers as soon as practicable.</p> <p>Effective 7/1/93, all report cards, including the elementary level, will be computerized.</p>	<p>Delete Existing Provision.</p>	
<p>J. School Hours</p> <p>No Such Provision.</p> <p>No Such Provision.</p>	<p><i>I. School Hours And Teacher Work Day</i></p> <p><i>1. The Teacher's regular workday shall be seven hours.</i></p> <p><i>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.</i></p>	

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<p>No Such Provision.</p> <p>No Such Provision.</p> <p>1. The schedule of school hours is subject to change. Said starting and dismissal times are subject to modification (between the hours of 7:30 A.M. and 3:30 P.M. for all traditional schools and between 7:00 A.M. and 4:00 P.M. for alternative schools) by the Committee provided that no such modification will increase the length of the teacher's workday.</p> <p>2. Effective 2/1/93, the instructional day for all students, except those at Putnam, shall be increased by fifteen (15) minutes.</p> <p>3. The parties recognize that emergency energy situations not existing at the time of the execution of this Agreement may necessitate prompt attention. In such event the Committee and the Association recognize their obligations to meet in accordance with M.G.L.A. 150E.</p> <p>4. The parties anticipate that there may be a building and rehabilitation program during the term of this Agreement requiring a change in hours and conditions of employment.</p> <p>The parties agree that absent specific provisions of</p>	<p>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.</p> <p>4. The school day may be shortened on any official school day if the Superintendent determines an emergency situation that requires such action.</p> <p>5. 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.</p> <p>6. 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.</p> <p>7. 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 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.</p>	

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<p>the Agreement allowing a change in hours and terms and conditions of employment, they will meet under the provisions of M.G.L.A. 150E.</p>		
<p>K. After-School Meetings</p> <p>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."</p> <p>The purpose of the extended day is to provide teachers the opportunity to contribute to the development of the School Improvement Plan, conduct a continuous review of the Plan, and create a collaborative atmosphere in which teachers are deeply engaged in discussing, analyzing and reflecting on the Plan.</p> <p>In order to effectuate these Plan activities, each School-Centered Decision-Making team shall determine the nature of the professional work to be performed during the extended day; e.g., department meetings, staff development, grade level meetings, and independent activities. In any event, faculty meetings will occur during this time. Notwithstanding the preceding possible activities, meetings with parents and staff development workshops may be held during the extended day.</p> <p>The School-Centered Decision-Making Team in each school shall determine the day of the week on which the extended day will occur, but not on Friday or the day before a holiday or school vacation.</p> <p>2. Part-time teachers shall remain 35 minutes beyond their regular work day one day each week to carry out their responsibilities as described in the</p>	<p>K. After School Meetings</p> <p>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." <i>Planned "double Extended Days" or Saturday working sessions may be scheduled for the betterment of academic achievement.</i></p> <p><i>Extended Days shall be used for professional development, faculty meetings, training, SIP-related activities, and any other use directed by the Superintendent.</i></p> <p><i>2. Part-time Teachers shall attend the Extended Day meetings.</i></p>	

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<p>preceding paragraph.</p> <p>3. Under normal circumstances, staff meetings shall not exceed one (1) hour.</p> <p>4, Except in cases of emergency, teachers will be given a notice of at least seventy-two (72) hours before a meeting.</p> <p>5. Attendance at evening meetings, except the annual Open House, shall be at the option of the teacher. The School Centered Decision Making team shall design the format, structure and content of the annual Open House. The School Centered Decision Making team is free to set the date of the annual Open House any time during the school year. It must "clear" the date with the office of the Superintendent only to insure there is not a conflict with the annual Open House of another school,</p> <p>6. Notwithstanding any other article or item in the agreement, up to two compulsory evening meetings may be scheduled. These meetings will not exceed two (2) hours in duration.</p>	<p>3. Under normal circumstances, staff meetings shall not exceed one (1) hour and fifteen (15) minutes.</p> <p>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.</p> <p>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.</p> <p>6. Notwithstanding anything to the contrary in this 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.</p>	
<p>L. Teacher Programming</p> <p>1. Teachers may express in writing to the Principal their preference of grade level, subject, department and assignment.</p>	<p>L. Teacher Programming</p> <p>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</p>	

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<p>2. Each teacher shall be notified in writing, as soon as possible, of his program for the ensuing year, including the school to which he will be assigned, the grades and/or subjects to be taught, and any special or unusual assignment he will have. The teachers involved will be notified by mail to the Springfield School Directory address 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.</p> <p>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.</p> <p>4. Homeroom and building assignments shall be rotated on an equitable basis among the entire faculty.</p> <p>5. All teachers (Early Childhood and K-12) shall have the equivalent of a daily preparation period (40 minutes minimum) each day.</p> <p>6. At the K-8 and middle schools, planning time for</p>	<p><i>commitment on any professional development necessary.</i></p> <p>2. Each Teacher shall be notified in writing or via email, as soon as possible, of his/<i>her</i> program for the ensuing year, including the School to which he/<i>she is to</i> be assigned, the grades and/or subjects to be taught, and any special assignment he/she will have. The Teachers involved will be notified <i>in writing</i> 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 <i>to the Human Resources Department and to their Principal or immediate supervisor.</i></p> <p>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. <i>Teachers who share classroom space with Floating Teachers will make every effort to accommodate their colleagues.</i></p> <p>4. Homeroom and <i>duty</i> assignments shall be rotated on an equitable basis among <i>all Teachers. Academic assignments shall be equitably distributed based on licensure and the intensity of student needs.</i></p> <p>5. All Teachers shall have the equivalent of a daily Preparation Period (40 minutes minimum) each day, <i>except in those cases where rotating schedules and double block schedules are used. In such cases, Teachers will have as close to 200 minutes preparation time per week as possible.</i></p> <p>6. <i>Team meetings at the middle school level</i></p>	<p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p>

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<p>teams shall be scheduled at least once each week.</p> <p>7. The teaching assignment of secondary school teachers of 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. Exceptions 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.</p> <p>8. An effort will be made to see to it that secondary school teachers do not have more than three (3) consecutive teaching assignments.</p> <p>9. Floating teachers shall be relieved of all homeroom duties whenever possible.</p> <p>10. Elementary classroom teachers will not be required to compute registers.</p> <p>11. Counselors and others who do not have preparation time will have unstructured time during days when responsibilities and demands permit. Although unstructured time may not be possible on a given work day, it is expected that on most days some unstructured time will be available. Counselors and others who do not have preparation time shall not be entitled to any compensation because the responsibility and demands render it impossible or impractical to provide that time on a daily basis.</p>	<p><i>must be a priority</i> and shall be scheduled at least once a week <i>by the Principal during Preparation Periods.</i></p> <p>7. The teaching assignment of secondary school Teachers of <i>Core</i> 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. <i>Staff teaching these subjects must be Highly Qualified as defined by the NCLB Act of 2001.</i> Exceptions <i>regarding preparations</i> 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.</p> <p>8. Floating Teachers shall be relieved of all homeroom duties whenever possible.</p> <p>9. Counselors and <i>any other Teachers that</i> do not have <i>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.</i></p>	
<p>M. Length of School Year</p> <p>1. The school calendar shall contain one hundred</p>	<p>M. Length Of School Year</p> <p>1. The school calendar shall contain one hundred</p>	

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<p>ninety-two (192) scheduled days as directed by the Massachusetts Board of Education. Within this framework there shall be:</p> <ul style="list-style-type: none"> a. One hundred eighty (180) legal school days when pupils are in attendance. b. One (1) orientation day for all teachers on the day preceding the formal opening of school. c. Seven (7) professional development days, without students in attendance, shall be scheduled by the parties. d. The Superintendent in collaboration with the Association's Committee on Professional Development shall plan these professional development days contained in "e" above. e. Four (4) days when schools may not be in session. <p>2. 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.</p>	<p>eighty-five (185) scheduled days.</p> <ul style="list-style-type: none"> 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. Four (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 4N4 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. 	<p>TENTATIVE AGREEMENT WITH REVISIONS</p> <p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p>

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<p>3. The day before Thanksgiving, the day before Christmas vacation and the last day of school shall be half days for students and teachers.</p> <p>4. The Office of the Superintendent and the Association shall jointly plan and schedule an orientation program for teachers new to Springfield.</p> <p>5. In case of unforeseen circumstances which result in any schools being closed more than four (4) days within the established school calendar, days necessary to complete one hundred-eighty (180) legal school days shall be scheduled by the School Committee.</p>	<p>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 newly hired into the School District. New Teachers are required to attend this orientation.</p> <p>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.</p>							
<p>N. Pupil-Teacher Ratio</p> <p>Pupil-teacher ratios in the Springfield Public Schools computed on a building by building basis are:</p> <p style="padding-left: 40px;">Kindergarten 23-1*</p> <p style="padding-left: 40px;">Grade 1-6 28-1*</p> <p style="padding-left: 40px;">Grade 7-12 21-1</p> <p style="padding-left: 40px;">Putnam Vocational Technical High School:</p> <p style="padding-left: 80px;">Academic Classes 25-1</p> <p style="padding-left: 80px;">Shop Classes 17-1</p> <p>*See Memorandum of Agreement relative to smaller instructional units in basic skills.</p>	<p>O. Pupil-Teacher Ratio</p> <p><i>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:</i></p> <table style="margin-left: 40px;"> <tr> <td><i>Kindergarten</i></td> <td><i>25-1</i></td> </tr> <tr> <td><i>Grades 1-5</i></td> <td><i>25-1</i></td> </tr> <tr> <td><i>Grades 6-12</i></td> <td><i>25-1</i></td> </tr> </table> <p>Putnam Vocational Technical High School</p>	<i>Kindergarten</i>	<i>25-1</i>	<i>Grades 1-5</i>	<i>25-1</i>	<i>Grades 6-12</i>	<i>25-1</i>	<p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p>
<i>Kindergarten</i>	<i>25-1</i>							
<i>Grades 1-5</i>	<i>25-1</i>							
<i>Grades 6-12</i>	<i>25-1</i>							

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<p>Method of Computation:</p> <p>The pupil-teacher ratio of a school is derived by dividing the pupil membership on October 1 or March 1, by the number of teachers, not including the principal, assistant principals, librarians, guidance counselors, and including all part-time teachers for the fraction of their time which they spend in the school.</p> <p>Notwithstanding the above, the Committee and the Association agree that class size reduction is desirable and that this is the beginning of a process that will lead to a reduction in class size throughout the system. Class size reductions will be made using the agreed upon class size maximums subject to the following conditions:</p> <p>1. Maximum class size:</p> <p>a. 2000 - 2001 Kindergarten 25 b. 2001-2002 Kindergarten 25 & 1st grade 25 c. 2002 - 2003 Kindergarten 25 & 1st grade 25 & 2nd grade 25</p> <p>2. After all classes have reached the maximum, the Superintendent, for reasons of health and safety, transportation costs or a sibling already in a school, may assign up to two (2) additional students above the class size limitations. There will not be any appeal to the Superintendent's decision.</p> <p>3. Gymnasiums and libraries will not be closed to meet class size maximums nor will new portables be leased or purchased for the purpose of class size reduction,</p>	<p>Academic Classes 25-1</p> <p>Shop Classes 17-1</p>	

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<p>4. The two-way bilingual model requires two (2) teachers in a classroom, and these classes will have up to fifteen (15) students per teacher.</p> <p>5. Federal and state regulations for special education shall supersede class size maximums and in some instances will be lower (see Article S.D.) Where special education students are integrated into the homeroom for that portion of the day, they will not be counted in the class size maximum.</p> <p>6. Each school's program will dictate the class size for chorus (not music) and physical education; they will not be subject to the class size maximum; however, the goal in these two areas is to keep the class size as close to the class size maximum as is practicable.</p> <p>7. The Committee and the Association agree that a Facilities Expansion Program is required to implement the agreed upon class size maximum. The Committee and the Mayor are committed to the Program, and the Association is committed to supporting the Program. The class size maximums must coincide with the Program, and where there is no room, the class size maximum cannot be imposed. The Parties' bargaining sub-committee will continue its work on class size and the student assignment process.</p> <p>8. The Parties will re-examine and negotiate this clause in the next Agreement.</p>		
<p>O. Teacher Certification</p> <p>No teacher covered by this Agreement shall be employed unless certified by the Massachusetts Department of Education or granted a waiver by the</p>	<p>P. Teacher Licensure</p> <p>1. No Teacher covered by this Agreement shall be employed <i>in one of the Core Academic Subjects unless they are Highly Qualified.</i></p>	

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<p>State Department of Education. No Such Provision.</p> <p>Teachers shall be assigned to teach in their area of certification as determined by the regulation of the State Department of Education. Teachers will be allowed to teach outside his/her area of certification only to the extent allowed by the State Department of Education. In the instance where "Reduction-In-Force" takes place, this language will not be used to arbitrarily or capriciously reduce a full time teacher to part-time.</p>	<p>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.</p> <p>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.</p> <p>3. 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.</p> <p>4. 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.</p>	
<p>P. Parent-Teacher Conferences</p> <p>Parent teacher conferences at all school levels will be scheduled at the request of the teacher and/or parent. (This applies to the number and frequency of conferences).</p>	<p>Delete Existing Provision.</p>	

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<p>Q. Conditions of Instruction and Responsibilities of Teachers</p> <p>1. Unannounced visits by the principal and/or assistant principal(s) are to be anticipated.</p> <p>2. The parties agree that a teacher's primary function is to teach, therefore:</p> <p>a. Every effort will be made to limit class interruptions.</p> <p>b. Except in emergency situations as determined by the principal or his designee or to provide approved special instructions, pupils shall not be taken from the class.</p> <p>c. Except in emergency situations, teachers shall not be required to assume any office duties in the event of absence of office personnel.</p> <p>d. Parents/guardians of our students, as parents/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, it is recommended, but not required, that teachers 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</p>	<p>Q. Conditions Of Instruction And Responsibilities Of Teachers</p> <p>4. Unannounced visits by the Principal, assistant principal(s), and system wide administration are to be anticipated.</p> <p>5. The Parties agree that a Teacher's primary function is instruction, therefore:</p> <p>a. 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.</p> <p>b. 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.</p> <p>c. Except in emergency situations, Teachers shall not be required to assume any office duties in the event of absence of office personnel.</p> <p>d. 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, 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</p>	

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<p>elementary school teacher shall not be required to prepare each evaluation of a pupil more than once.</p> <p>e. Instances when teachers are expected to toilet-diaper or toilet train students will be limited to unusual circumstances.</p> <p>3. The School Committee and the Springfield Education 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 School Committee agrees to furnish every teacher in the system with a copy of the Learning Outcomes and the State Frameworks for their curriculum area. It is also agreed that every teacher in the system is responsible for implementing the educational polices and system goals set by the School Committee. The School Committee further agrees that it will set system goals for the following school year no later than May30 of each year.</p>	<p>not be required to prepare each evaluation of a pupil more than once.</p> <p>Instances when Teachers are expected to diaper or toilet train students will be limited to unusual circumstances.</p> <p>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.</p> <p>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.</p>	

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<p>4 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:</p> <ul style="list-style-type: none"> • CURRICULUM 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) <p>The Central Office, in cooperation with SEA, will provide sample letters and formats for the various grade levels. The following positions are not required to do this: ETL's, counselors, adjustment counselors, psychologists examiners, mediators.</p> <p><u>Teacher/Parent Communication:</u> The Association agrees that teacher-parent communication is a crucial element of a successful educational program. Further, both parties encourage parents to make full</p>	<p>3. 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:</p> <ul style="list-style-type: none"> • 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) <p>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.</p> <p><u>Teacher/Parent Communication and Conferences:</u> The Association agrees that Teacher-parent communication is a crucial element of a successful educational program. Further, both Parties</p>	

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<p>use of the existing potential for parent-teacher conferences. In order to assist the teacher-parent responsibility of communicating, the following shall occur:</p> <p>a. Teachers' scheduling of parental conferences shall be given first priority by building principals.</p> <p>b. The Goals and Expectations for the School Year which contains the process for establishing a conference(s) will be sent home at the beginning of the school year. The pamphlet titled Making Parent-Teacher Conferences Work for Your Student will be included in the communication. In addition to scheduling parent conferences, it is recognized that telephone calls to the home are also a very effective tool for teachers.</p> <p>c. The Association shall provide the Parent Information Center and the Guidance Office at each school with sufficient copies of the above-referenced pamphlet.</p> <p>d. The School Handbook for Parents and Students and the Curriculum Parent Guide for the particular grade and every other communiqué sent to parents will also contain information necessary for parents to arrange a conference.</p> <p>e. The Agenda for every PTO meeting will include a reminder to parents about how to schedule a conference.</p> <p>f. Teachers will provide a list of open appointments for conferences to parents on Open House and the other evening meeting.</p> <p>g. The Association, Superintendent and the School Committee will produce public service</p>	<p>encourage parents to make full use of the existing potential for parent-Teacher conferences.</p> <p><i>Conferences may need to be held outside normal school hours.</i> In order to assist the Teacher-parent responsibility of communicating, the following shall occur:</p> <p>a. Teachers' scheduling of parental conferences shall be given first priority by building Principals.</p> <p><i>b. Teachers are encouraged to meet with parents at least twice yearly to discuss the academic progress of their students.</i></p> <p><i>c. 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.</i></p> <p><i>Parent-Teacher Conferences at all school levels will be scheduled at the request of the Teacher and/or parent, or by the Principal.</i></p> <p><i>Teachers shall respond to parental requests for conferences within 72 hours.</i></p> <p><i>Teachers may include the counselor, Principal, members of the team or other professional staff at a meeting with the parents.</i></p>	

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<p>announcements for the print and electronic media regarding the value of parent-teacher conferences. The announcements, which will be in the Fall and Spring, will inform parents of the process for establishing a conference.</p> <p>h. Parents who have not initiated nor responded to a conference request will be contacted by teachers through a mailed letter and/or a follow-up telephone call.</p> <p>Teachers have an obligation to respond to parental requests for conferences as promptly as possible.</p> <p>The parties further agree that setting a specific minimum number of conferences does not meet the goal of seeking a constant and expanding dialogue between teachers and parents. Teachers, exercising their professional discretion, will initiate a meeting with parents which may include the counselor, principal, members of the team or other professional staff.</p>		
<p>R. School Calendar</p> <p>The School Calendar is designated as Appendix F and is made a part of this Agreement.</p>	<p>J. School Calendar</p> <p><i>The School Calendar will be established by the first Committee meeting in March for the following school year.</i></p>	<p>TENTATIVE AGREEMENT</p>
<p>No Such Provision.</p>	<p><i>R. Initiatives for System Improvement.</i></p> <p><i>Rennie Center Collaborative Project:</i></p> <p><i>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</i></p>	

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	<p><i>Parties further agree to focus on how to bring those same conditions to scale throughout all of our schools.</i></p> <p><i>Labor/Management Study Teams:</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>The School District will provide staff support to the Study Teams and will be responsible for the production and dissemination of initial, interim</i></p>	<p>TENTATIVE AGREEMENT</p>

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	<p><i>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.</i></p> <p><i>Turn-Around School Pilot Program:</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	<p>TENTATIVE AGREEMENT</p>

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	<p><i>They 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.</i></p> <p><i>The following timeline will be followed to effectuate this action:</i></p> <p><u>SCHOOL YEAR</u> <u>ACTION INITIATIVE</u></p> <p><i>2005-2006 Identify School</i> <i>2006-2007 Program Design/Staff Selection</i> <i>2007-2008 Pilot School Opens</i></p> <p><i>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.</i></p>	TENTATIVE AGREEMENT
<p>S. Preparation Periods “Preparation Periods” are those periods during which a teacher is relieved from his regular programmed responsibility.</p>	<p><i>D. Preparation Periods</i> “Preparation Periods” are those periods during which a Teacher is <i>usually not teaching a class. Preparation Periods shall be used as directed by the Principal.</i></p>	
<p>T. Length of Work Day</p> <p>The School Committee and the Association recognize and agree that a teacher’s responsibility to his students and his profession generally entails the performance of duties and the expenditure of</p>	Delete Existing Provision.	

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<p>time beyond the regular school hours, but that time and work schedules can and should be established applicable to teachers in the normal hours of their employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the School Department in the administration of this Agreement.</p> <p>1. Every Middle School, K-8 and High School teacher shall be in his/her building and available for duty at least fifteen (15) minutes before the beginning of each school day. On every school day between October first and April first, and on every other day when the weather is inclement, every school building shall be open to pupils thirty (30) minutes before the beginning of each school session. Each principal shall see that a sufficient number of teachers, equitably assigned, is in attendance for proper supervision.</p> <p>Except for interviews with parents and faculty meetings, a teacher who is on duty thirty (30) minutes before the opening of a school session will not be required to remain after student dismissal time.</p> <p>2. Elementary teachers shall be in their classroom four (4) minutes prior to the start of the instructional day (8:55 AM) hereafter called the class day. This four minute period shall be utilized by the teacher to ensure that instruction begins promptly at 8:59 AM. At 8:40 or fifteen (15) minutes prior to the above class day up to 25% of the entire elementary staff; equitably assigned and rotated, will be used for proper supervision of the students in/or about each building.</p>		

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<p>3. Each teacher shall be in his school building and available for duty after the closing of school for a period of time which shall be sufficient to take care of those details which usually are connected with the closing of the daily session, such period of time not to exceed fifteen (15) minutes. The parties of this Agreement agree that fifteen (15) minutes may, on occasion, be insufficient to meet with the Principal if requested to do so, to meet with pupils who may wish assistance or advice, for supervision of detention sessions in accordance with present administrative practice, and for situations beyond the control of school officials; on such occasions the fifteen (15) minute limit does not apply.</p> <p>4. After the close of regular school hours, teachers of grades six (6) to twelve (12) shall provide assistance in his/her subject field one (1) school day each week.</p> <p>5. All teachers may leave the building during school hours providing they have no assignments scheduled. A teacher will sign out as he leaves the building and sign in as he returns, in time to meet his next regularly scheduled assignment.</p>		
<p>U. Duty-Free Lunch</p> <p>1. Except in cases of emergency, elementary school teachers on single session shall have a duty-free lunch period of one-half (1/2) hour. In an emergency, teachers who are assigned or volunteer for lunch duty shall be compensated at the rate of not less than \$9.27 per hour effective 7/1/1998, \$9.55 effective 7/1/1999, and \$9.84 effective 7/1/2000.</p> <p>2. High School, Middle School and K-8 teachers</p>	<p>N. Duty-Free Lunch</p> <p>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. Assignments to lunch duty, when required, will be shared equitably.</p> <p>2. High School, Middle School and K-8 Teachers</p>	

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<p>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, Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.</p>	<p>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 <i>except in secondary schools where multiple lunch periods are scheduled and the duty-free lunch may occur in the middle of a class period.</i> Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.</p>	
<p>V. Hepatitis Shots and Tuberculosis Tests</p> <p>1. 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 (RN's) 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.</p> <p>2. Tuberculosis Tests will be administered without cost to all newly hired teachers. In the event of a possible Tuberculosis exposure in a school, teachers on a voluntary basis will be given a Tuberculosis Test to determine any degree of exposure. This Tuberculosis Test will be given without cost to the teacher.</p> <p>3. Tuberculosis Tests will be coordinated by the nursing supervisor of the Springfield Public Schools and administered by the school nurses (RN's) currently employed by the Springfield Public Schools.</p>	<p>Delete Existing Provision.</p>	

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<p>ARTICLE 6 – SCHOOL-CENTERED DECISION MAKING</p> <p>School-Centered Decision-Making is a process, founded in consensus, through which all those individuals who are affected by the implementation of decisions at the school level are actively and legitimately involved in making the decision. This includes staff, parents, secondary school students and business/community representatives.</p> <p>The Committee and the Association believe the process of School-Centered Decision-Making can be part of an effective model and vehicle for education reform, restructuring and continuous improvement.</p> <p>The City-Wide SCDM shall have a minimum of \$15,000 per year in order to meet its responsibilities to provide orientation and training.</p> <p>A. City-Wide Committee on School-Centered Decision-Making</p> <p>1. The City-Wide Committee on School-Centered Decision-Making shall consist of the Superintendent, the Association President, the Chairperson of SPAN, a representative of the Business/Education Collaboration Agreement, the High School representative to the School Committee, and two appointees of each for a total of fifteen (15).</p> <p>2. The City-Wide Committee will provide guidance to and be a resource for the School-Centered Decision-Making teams. It will also conduct an annual orientation program for all School-Centered Decision-Making members to</p>	<p>ARTICLE 6 - SCHOOL COUNCIL TEAMS</p> <p><i>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:</i></p> <p><i>1. Formulating a SIP.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>4. Reviewing the annual school building budget.</i></p> <p><i>In addition to a commitment to the development and implementation of the SIP, SCT Team members must meet the following criteria:</i></p> <p><i>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.</i></p>	

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<p>explain the theory and practice of school based management teams. Further, it will provide training in the skills (e.g., team building, consensus building) that are necessary to develop and implement effective School Centered Decision Making.</p> <p>3. All decisions must be by consensus; no other process is allowed. Consensus means unanimity.</p> <p>B. Each school shall have a School Centered Decision Making Team. The Teams shall be expanded to include a representative(s) from up to two (2) more employee unions (not Unit A or B). The specific unions and the selection process of these respective representatives will be a matter of collective bargaining for the School Committee and other school employee unions.</p> <p>1. The Team is responsible for setting policy for the school and for decisions necessary to implement policy bounded by: Laws & Regulations, School Committee Policy and Collective Bargaining Agreements. Therefore, all Teams shall be provided with copies as soon as practicable and available of all Laws & Regulations relative to education, School Committee Policy, and Collective Bargaining Agreements.</p> <p>2. The Superintendent and the Association shall review all School Centered Decision Making Team decisions for compliance with Laws and Regulations, School Committee Policy and Collective Bargaining Agreements. This limited review does not extend to the substance of</p>	<p>2. Teacher members are to be selected by the Teachers in the School.</p> <p>3. The process needs to be fair, open and without the influence of the Committee, Superintendent, or Principal.</p> <p>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.</p> <p>5. Non-school members may be recruited by Principals directly or selected by the organizations that are invited to send representatives to the council.</p> <p>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.</p> <p>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:</p> <p>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.</p> <p>2. "Not more than fifty percent of the council</p>	

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<p>School Centered Decision Making Team decisions.</p> <p>3. All Team decisions must be by consensus; no other process is allowed. Consensus means unanimity.</p> <p>4. Any decision by a School Centered Decision Making Team may be over turned by a secret ballot vote of 50% plus one vote of the faculty of a school actually voting or by a secret ballot vote of 50% plus one vote of the parents of a school actually voting. This does not mean School Centered Decision Making Team decisions are submitted to the faculty and/or parents for approval. Rather, the faculty or parents must initiate the mechanism to overturn a School Centered Decision Making Team decision.</p> <p>5. All information (e.g. Superintendent's Circulars, memoranda) from Central Office to each school will be sent in sufficient number to all Team members.</p> <p>6. The Agenda for each meeting will be set by the Team with input from all constituencies. It will include "speak time" at the beginning of the agenda for persons who are not members of the Team. Further, the Agenda will be posted at least five school days in advance and will contain the date, time and location of the meeting. At the end of each meeting the agenda for the following meeting will be set.</p> <p>7. Meetings are always open to all staff, parents, interested community members and students.</p>	<p><i>shall be non-school members." "Non-school members" are defined as members who are "other than parents, Teachers, students and staff at the school."</i></p> <p><i>3. The membership of SCT "should be broadly representative of the racial and ethnic diversity of the school building and community."</i></p> <p><i>Minimal recommendations regarding operating procedures for SCTs include:</i></p> <p><i>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.)</i></p> <p><i>2. Agenda: simple written agendas keep meetings focused and provide continuity from meeting to meeting.</i></p> <p><i>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.</i></p> <p><i>4. Subcommittees: Subcommittees provide for a division of labor and allow different council members to focus on their areas of interest and expertise.</i></p>	

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<p>8. The minutes of all Team meetings shall consist of a summary of the agenda items discussed and any decisions made. It shall be posted as soon as practicable but always prior to any regularly scheduled faculty meeting.</p> <p>9. The Team or its designee(s) shall plan all faculty meetings and all school based staff development. The principal shall have the right to put items on the agenda of the faculty meetings unilaterally. The conducting of the faculty meeting shall be the shared decision of the Team.</p> <p>10. The School Centered Decision Making Team shall select in accordance with B.3. their own chairperson each year.</p> <p>C. Each Team shall consist of the teachers, the principal, parents, and business and/or community representatives. At the high schools two (2) students shall be members of the Team. At the middle, K-8, and K-5 schools, two students may serve at the option of the Team.</p> <p>There shall be parity in the number of teachers and parents on each team, with at least four of each and not more than six of each as determined by the following ratio: 0-60 F.T.E. teachers - 4, 61-80 F.T.E. teachers - 5, 81 plus F.T.E. teachers - 6. At Putnam half of the teachers shall be vocational teachers and the other half shall be academic teachers. The number of teachers shall not be reduced if the parents fail to elect their fill entitlement of Team members. Neither shall the number of parents or teachers be reduced during a school year should the number of F.T.E. teachers</p>	<p><i>School Council Team Decisions: Consensus:</i></p> <p><i>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.</i></p> <p><i>School Council Compensation:</i></p> <p><i>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.</i></p>	

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<p>decline during a school year. As far as possible, the students on the School Centered Decision Making Team should be representative of the student population.</p> <p>D. Term of Office</p> <p>1. There shall be a two-year term for all Team members except the principal who is a permanent member.</p> <p>2. Teachers and parents shall serve staggered terms.</p> <p>3. No one will be permitted to serve two consecutive terms. To be eligible to serve again, a person must be off the Team for one year.</p> <p>4. After two (2) unexcused absences (excused absences are determined by the Team), a vacancy shall be declared and the appropriate selection process used to fill the vacancy. If the vacancy is for less than twelve (12) months, the person is eligible to serve a consecutive full term.</p> <p>E. Selection of Team Members</p> <p>1. Election of teacher representatives</p> <p>a. Each October at the Faculty meeting the Association Representative(s) will conduct a secret ballot election.</p> <p>b. Only members of this bargaining unit are eligible to vote.</p> <p>c. Teachers can self nominate.</p> <p>d. Candidates must address the Faculty orally or</p>		

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<p>in writing as to why they wish to be elected.</p> <p>e. A candidate is elected when he/she has received a majority of the votes cast plus 1 (50% plus 1 vote) by teachers present and voting by secret ballot. If the number of candidates exceeds twice the number of teachers to be elected, the Association Representative will conduct an initial election. Following the voting, all candidates who receive 50% + 1 of the votes cast are elected. If a seat(s) remains vacant, the number of candidates shall be reduced to twice the number of remaining vacant seats. Those on the ballot will be the teachers who received the most votes, those with the least votes having been eliminated.</p> <p>This cycle shall be repeated as necessary, always reducing to twice the number of vacancies. After two (2) consecutive ballots are cast in which no candidate receives 50% + 1 votes, the election is over. Any seats not filled will remain vacant until the next election the following October. At that election, the said unfilled seats will be for a term of one (1) year. This entire process takes place at one (1) meeting.</p> <p>f. Teachers are members of the Team immediately upon being elected.</p> <p>2. Parents shall be elected in accordance with the process determined by SPAN and approved by the School Committee.</p> <p>3. Students shall be elected in accordance with the process approved by the School Committee.</p> <p>4. Following the election of teachers, parents, students and other union representatives, the</p>		

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<p>other members of the team shall be selected. The Principal, Teachers, Students, and Parent members of the Team, by consensus, shall select the number of Community and/or Business Representatives it wishes to have. The team, by consensus, shall then select those representatives.</p> <p>F. Except as otherwise expressly provided in this Article, the Committee, Superintendent and the Association retain all powers, rights, duties, obligations and authority they had prior to entering into this Article under statutes, regulation and this Agreement. Neither the contents of this Article nor the actions of the City-Wide School Centered Decision Making and/or the School Centered Decision Making Teams shall contravene any of the terms of this Agreement. No employee will be excluded from the bargaining unit (Article 1) as a supervisory or managerial employee, within the meaning of M.G.L. Ch. 150E, by reason of participation in any activities described in this Article.</p>		
<p>ARTICLE 7 – DISCIPLINE</p> <p>A. The maintenance of acceptable student behavior that is necessary to the creation of an optimum teaching and learning environment is the responsibility of students, teachers, and administrators in each school. Parent/guardian involvement is always encouraged in the process.</p> <p>Under normal classroom conditions, setting expectations for acceptable behavior and dispensing disciplinary action for students who fail to meet these expectations is first the responsibility of teachers. There are, however, circumstances that arise from time to time that may indicate teachers</p>	<p>ARTICLE 7 – DISCIPLINE</p> <p><i>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:</i></p> <p><i>1. Describe the kinds of conduct that is viewed as disruptive to the learning environment.</i></p> <p><i>2. Standardize procedures that will be used at all Schools to respond to conduct problems.</i></p>	

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<p>should refer students to the administration, In these instances, the teacher and administrator should follow the prescriptions in the Agreement at Article 7 – DISCIPLINE.</p> <p>B. A teacher may order removed and referred to the principal any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior on school property.</p> <p>C. At the time of referral, the teacher initiating the removal shall present to the principal a written report, on the approved form (see Appendix D), of the incident.</p> <p>D. The principal or his designee shall inform the teacher of the disposition of the incident, in writing on the approved form, before the student returns to the teachers classroom.</p> <p>E. After three (3) office referrals for disciplinary reasons by a teacher in any school year, a conference will be held involving the principal or the assistant principal, the teacher, the student and parent or guardian.</p>	<p>3. Assure that the rights of students are upheld when discipline action is taken.</p> <p>4. Specify the rights and responsibilities of students.</p> <p>5. Suggest reintegration strategies for students who are returning from disciplinary procedures.</p> <p>The Code of Student Conduct is in force:</p> <p>1. During regular school hours.</p> <p>2. While students are being transported on a school bus.</p> <p>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.</p> <p>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.</p>	
<p>ARTICLE 8 – SPECIAL SERVICES</p> <p>No Such Provision.</p>	<p>ARTICLE 8 - SPECIAL SERVICES</p> <p>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.</p>	

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<p>A. Guidance Counselors</p> <p>1. The duties of Guidance Counselors are contained in Appendix F.</p> <p>2. The Principal, after consultation with the counselors in the school, shall schedule ten (10) additional work days for each counselor between the closing of school in June and the opening of school in September. Additional days when needed may be scheduled upon recommendation of the Principal and approval of the Executive Director of Special Services.</p> <p>3. The Committee agrees that it will work toward a goal of a pupil-counselor ratio of 300 to 1.</p> <p>4. Each counselor shall have space and phone facilities to carry out his/her duties.</p> <p>5. A counselor shall be paid at a pro rata of his regular salary for each day he is required to work before or after the school year.</p> <p>6. The Committee accepts the concept that counselors are needed in the elementary schools.</p>	<p>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.</p> <p>C. Counselors</p> <p>1. The Parties agree to implement the Comprehensive Developmental School Counseling Program by the 2006-2007 school year.</p> <p>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.</p> <p>3. Each counselor shall have space and phone facilities to carry out his/her duties.</p> <p>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.</p>	

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<p>B. Psychological Examiners</p> <p>1. The duties of Psychological Examiners are contained in Appendix G.</p> <p>2. Clerical assistance shall be provided for Psychological Examiners.</p> <p>3. Only qualified Psychological Examiners shall be appointed.</p> <p>4. An on-going in-service training program for Psychological Examiners shall be continued.</p> <p>5. The Executive Director of Special Services, after consultation with Psychological Examiners, shall schedule ten (10) additional days for each examiner between the closing of school in June and the opening of school in September. Additional days, when needed, may be scheduled with the approval of the Executive Director of Special Services.</p> <p>G. Speech and Hearing Therapists</p> <p>1. The parties agree that the duties of speech and hearing therapists are those outlined in Appendix H.</p> <p>2. The goal of the Committee is to provide a full time speech and hearing therapist for every 2500 pupils.</p> <p>3. Every effort shall be made to provide adequate facilities for speech and hearing instruction in all schools.</p> <p>4. Secondary speech and hearing therapists shall continue to have one-half (1/2) day per week, or its equivalent, for record-keeping, conferences, and</p>	<p>A. Speech and Hearing Therapists</p> <p><i>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.</i></p> <p>2. Every effort shall be made to provide adequate facilities for speech and hearing instruction in all schools.</p> <p>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</p>	<p>TENTATIVE AGREEMENT</p>

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<p>other duty-related meetings.</p> <p>5. A salary differential of \$200 above the basic salary schedule shall be paid to certified speech and hearing therapists hired prior to November 10, 1992.</p> <p>D. Special Educational</p> <p>1. There will be an evaluation and placement of students with special needs according to state and federal laws.</p> <p>2. Classes for students with special needs will be limited to the number of students and number of staff specified by state and federal laws. Currently: "pull-out" settings are maximum of eight (8) students to one (1) teacher, no paraprofessional; twelve (12) students to one (1) teacher with one (1) paraprofessional; and sixteen (16) students with one (1) teacher and two (2) paraprofessionals. Classes of so-called "low incidence" or students with severe special needs are limited to twelve (12) students with one (1) teacher and one (1) paraprofessional. Pre-school settings are limited to fifteen (15) students -- eight (8) regular education students and seven (7) students with special needs.</p> <p>3. Based upon student needs, as determined by the District, class size may be lower than set forth above.</p> <p>4. The ratio of regular education students to special education students in inclusion classes should be approximately 2:1.</p> <p>5. Special education teachers hired prior to November 10, 1992, who are certified for their</p>	<p>other duty-related meetings.</p> <p><i>B. Delete Existing Provision.</i></p> <p><i>New B.: Special Education Teachers.</i></p> <p><i>1. Staffing of classes will be done according to the Staffing Allocation Plan and in keeping with State and Federal Laws and Regulations.</i></p> <p><i>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.</i></p> <p><i>2. Special Education Teachers shall have access to computers with the requisite program to do quarterly reports.</i></p>	<p>TENTATIVE AGREEMENT</p>

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<p>the Special Education Department to insure full compliance of 766 regulations.</p> <p>b. Conduct interviews with parents in order to establish rapport, give and receive information, obtain the signatures necessary for release of information and consent for a Chapter 766 evaluation.</p> <p>c. The coordinating of all aspects of the Chapter 766 Team Evaluation Process, including identification, pre-referral modification, evaluation, and program placement for students with special needs.</p> <p>d. The establishing of effective liaison with parent, school principal and staff and other offices and agencies with the community that may provide professional or specialized help to a child.</p> <p>e. Conducting Team meetings in accordance with Chapter 766 regulations and to develop Individual Education Plans as recommended by Team participants.</p> <p>f. Participating in monthly in-service training meetings related to special education issues.</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	<p>TENTATIVE AGREEMENT</p> <p>TENTATIVE AGREEMENT</p> <p>TENTATIVE AGREEMENT</p> <p>TENTATIVE AGREEMENT</p>

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<p>2. A salary differential of \$1000.00 above the basic salary schedule shall be paid to each Evaluation Team Leader.</p> <p>3. 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.</p> <p>4. Each leader shall to the extent possible have space and phone facilities to carry out his/her duties.</p> <p>5. To the extent possible some clerical assistance shall be provided for each Leader.</p> <p>No Such Provision.</p>	<p>6. A salary differential of \$1000 above the basic salary schedule shall be paid to each Evaluation Team Leader.</p> <p>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.</p> <p>8. Each leader shall to the extent possible have space and phone facilities to carry out his/her duties.</p> <p>9. To the extent possible some clerical assistance shall be provided for each ETL.</p> <p>NEW: E. Occupational and Physical Therapists.</p> <p>1. Occupational and Physical Therapists will:</p> <ul style="list-style-type: none"> • 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. <p>2. The Springfield Public Schools will:</p> <ul style="list-style-type: none"> • Obtain and pay for an institutional membership in APTA/AOTA. • Establish a designated zone based School 	<p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p>

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	<p><i>for the Occupational and Physical Therapists where all required equipment and supplies will be stored in a designated secure area.</i></p> <p><i>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.</i></p>	
<p>ARTICLE 9 – LIBRARIES: LIBRARIANS</p> <p>The librarian 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.</p> <p>A. Each school shall have a library area.</p> <p>B. Each high school, middle school and K-S school shall have one (1) full time librarian, and each elementary school shall have a part-time librarian. During 1992-1993 school year, the School Committee agrees to hire 4 more Elementary Librarians for a total of 7; for the 1993-1994 school year, the School Committee agrees to hire an additional 7 Elementary Librarians for a total of 14.</p>	<p>ARTICLE 9 – LIBRARY/MEDIA SPECIALIST</p> <p>The <i>library/media specialist</i> 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.</p> <ul style="list-style-type: none"> • Each School shall have a library/media area. 	

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<p>C. Each school shall have a library skills program conducted by a certified librarian or a teacher with library training and experience.</p> <p>D. Certified librarians shall not be required to teach other than skills in addition to library duties.</p>	<ul style="list-style-type: none"> • Each school shall have a library/media skill program conducted by a licensed library/media specialist or a Teacher with library training and experience. <p>Licensed library/media specialists shall be required to teach library and research skills in addition to library duties.</p>	
<p>ARTICLE 10 – DEPARTMENT CHAIRS</p> <p>A. Duties</p> <p>1. Act as consultant in the teaching of his/her particular subject to the principal.</p> <p>2. Conduct department meetings.</p> <p>3. Work with department teachers in constructing and revising courses of study and in developing syllabi.</p> <p>4. Work with department teachers in the selection of textbooks and reference materials and recommend their adoption according to prescribed practices. K-S Department Chairs will attend Middle/High School curriculum meetings; attendance at Elementary curriculum meetings is at their option.</p> <p>5. Assume responsibility for prompt and proper management of all matters incidental to reports, equipment, materials, textbooks, and instructional supplies.</p> <p>6. Work cooperatively with coordinators, supervisors, directors and building administrators.</p>	<p>ARTICLE 10 - Department Chairs</p> <p>A. Department Chair Responsibilities</p> <p>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:</p> <ul style="list-style-type: none"> ▪ 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. 	

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<p>7. Work cooperatively with other department chairs in developing integration and correlation between various teaching areas.</p> <p>8. Work with librarian in recommending purchases of library materials, and in the development of library lessons and skills needed in the subject area.</p> <p>9. Assist teachers new to a department in their adjustment to the school and its practices.</p> <p>10. Serve on curriculum committees and serve as instructional leaders in their respective discipline.</p> <p>B. Qualifications</p> <p>1. At the high schools and the academic departments at Putnam, a Master's degree with specialization in the subject is required. In the vocational departments at Putnam, Ch. 74, Section 4 qualifications as a vocational teacher must be satisfied.</p> <p>2. At the middle schools, certification in the academic area (discipline) is preferred. At the K-S schools, appropriate certification as a teacher is required.</p>	<p><i>- Promoting professional dialogue among department Teachers to enhance instruction and educational practices.</i></p> <p><i>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.</i></p> <p>B. Qualifications</p> <p><i>1. Master's degree in the subject area or in Elementary Education for elementary grade level chairs.</i></p> <p><i>2. Designation of Highly Qualified status.</i></p> <p><i>3. Willing to apply for, <u>and</u> meet criteria for Teacher Leader (Level III) or Instructional Leadership Specialist (Level IV).</i></p> <p><i>4. Demonstrated knowledge of best current instructional practices in the field/subject area.</i></p> <p><i>5. Demonstrated knowledge of Massachusetts Curriculum Frameworks and Springfield district curriculum plans.</i></p> <p><i>6. History of leadership in curriculum development, and/or professional development and/or School Improvement Planning Team.</i></p>	

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<p>C. Filling of Vacancies</p> <p>In the Spring at the K-S, middle and high schools, all members of each department where chairs exist shall, by secret ballot, recommend a teacher to be the Chair for an appointment for the following September. This process shall repeat every two (2) years.</p> <p>2. The recommendation shall be forwarded to the Superintendent for appointment as Chair. If, however, the Superintendent is not satisfied with the recommendation, he (not his designee) shall meet with the members of the department. At the meeting, he shall state the reasons for his dissatisfaction. After said meeting and within ten (10) school days, the original recommendation may be resubmitted to the Superintendent. If the Superintendent again rejects the original recommendation, a new recommendation must be made to the Superintendent within ten (10) school days.</p> <p>3. The next scheduled election will occur in the Spring of 1999 except for newly created Chairs who will be elected in September of 1998 for the 1998-1999 school year only using the process in 1. and 2. above. The "new chairs" will be part of the Spring of 1999 cycle.</p> <p>D. All high school Chairs currently released one (1) period per day for departmental activities shall continue to be released and shall be paid an annual stipend of \$887 effective 7/1/98, \$914 effective 7/1/99 and \$941 effective 7/1/2000.</p> <p>Any high school Chair may voluntarily give up the departmental period and receive an annual stipend of \$1971 effective 7/1/98, \$2030 effective 7/1/99 and</p>	<p>Delete Existing Provision and replace with:</p> <p><i>C. Eligibility for Supplement. Department Chairs who 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 \$1,050.00 supplement when there are three (3) members in the department including the Department Chair.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	

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<p>\$2091 effective 7/1/2000.</p> <p>E. All high school Chairs not currently released, all K-S and middle school Chairs will perform their duties before and after school or during their teacher preparation time at their discretion. They shall be paid an annual stipend of \$1971 effective 7/1/98, \$2030 effective 7/1/99, and \$2091 effective 7/1/2000.</p> <p>F. A specific list of Chairs covered by this Agreement has been provided to the Association. Additions to the list may be made by the School Committee.</p> <p>BRIDGE ACADEMY</p> <p>Home & Career Tech. Technology Education</p> <p>CENTRAL HIGH SCHOOL</p> <p>Bilingual Computer Technology English Fine and Performing Arts Foreign Language Guidance Home & Career Technology Mathematics Physical Education Science Social Studies Special Education Technology Education</p> <p>HIGH SCHOOL OF SCIENCE & TECHNOLOGY</p>		

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p> Bilingual Computer Technology English Fine and Performing Arts Foreign Language Guidance Home & Career Technology Mathematics Physical Education Science Social Studies Special Education Technology Education </p> <p>PUTNAM VOCATIONAL TECHNICAL HIGH SCHOOL</p> <p> Appliance Electric Hotel/Restaurant Management Auto Mechanics Electronic Service Tech. Auto Body English Machine Operator Bilingual Fine and Performing Arts Mathematics Business Foreign Language Metal Fabrication Commercial Art Graphics Arts Mill Carpentry Computer Technology Guidance </p>		

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<p> Paint & Decorating Cosmetology Health Assistant Physical Education Culinary Arts Heating Ventilation/Air Conditioning Science Drafting Social Studies Horticulture Special Education </p> <p>HIGH SCHOOL COMMERCE</p> <p> Bilingual Computer Technology English Finance Fine and Performing Arts Foreign Language Guidance Home & Career Technology Mathematics Physical Education Science Social Studies Special Education </p> <p>CHESTNUT, DUGGAN, FOREST PARK, KENNEDY, KILEY MIDDLE SCHOOLS</p> <p> Bilingual (All Languages) English Fine Arts (Art & Music) Foreign Language Guidance Math (Computers) </p>		

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<p>Occ. Ed/Tech. Ed Physical Education Reading Science Social Studies Special Education</p> <p>BROOKINGS & JOHNSON – K-8 (EACH)</p> <p>Language Arts (English, Reading, Reading Resource, Title 1, Spelling, Writing, Literature, etc.) Math Social Studies Science Foreign Language Fine & Performing Arts (Music, Art, Theater, Media, etc.) Physical Education Home-Career Tech/Technology Education Special Education Bilingual</p>		
<p>ARTICLE 11 – TRANSFERS: PROMOTIONS</p> <p>A. Transfers or Reassignments</p> <p>1. Teachers who desire to transfer to another building for the next school year shall file a written statement of such desire with the Office of the Superintendent preferably by March 1.</p> <p>Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.</p>	<p>ARTICLE 11 – VACANCIES, POSTINGS, TRANSFERS AND HIRES</p> <p><i>D. Hires and Transfers</i></p> <p><i>All qualified applicants will be considered. Criteria will include, but will not be 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.</i></p>	

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<p>2. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to June 1st.</p> <p>3. In the determination of reassignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. No assignment of new teachers shall be made until all transfer requests have been considered.</p> <p>4. Written acknowledgment shall be forwarded to the teacher upon receipt of the request for reassignment and/or transfer,</p> <p>5. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.</p> <p>6. When a reduction in the number of teachers in a school is necessary, qualified volunteers in the school will be considered first for transfer.</p> <p>7. Any involuntary reassignment or transfer shall be made only after a meeting between the teacher involved and the Executive Director of Human Resources and/or his designees, at which time the teacher shall be notified of the reason for the reassignment or transfer.</p> <p>If, in the opinion of the teacher, the decision of the Executive Director of Human Resources or his designee is arbitrary or capricious, the teacher may, within fifteen (15) school days of the aforementioned meeting, file with the Superintendent a written notice</p>		

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<p>of appeal; the Superintendent shall hear the teacher's appeal within fifteen (15) school days.</p> <p>Further, the Superintendent shall require the teacher's principal or immediate supervisor along with any designee(s) who attended the aforementioned meeting to be present at the appeal. The teacher may be represented by the Association at the appeal, but the teacher must be present at the appeal. If the teacher is not present for the appeal, it will be deemed as a waiver of the appeal. The Superintendent shall render his written decision within fifteen (15) school days following the close of the appeal. The decision of the Superintendent shall be final and not subject to grievance or arbitration.</p> <p>8. The office of the Superintendent shall, upon request, make available to each teacher who has filed a request for transfer, and to the Association, system wide data indicating the names of persons who have been reassigned or transferred and the nature of the new assignment.</p> <p>B. Posting of Vacancies</p> <p>1. On or before September 15 of each school year, the administration shall post a list of known vacancies (assignment and locations).</p> <p>2. On or before June 1, the administration shall post a list of known vacancies for the coming school year.</p> <p>3. When vacancies occur for athletic extra-curricular activities (Appendices B-1, B-2) in a K-8, Middle or High School, they shall be posted system-wide.</p>	<p>A. Vacancy. A position is vacant when there is a new budget allocation, resignation, retirement, death, or a leave of absence for a year.</p> <p>B. Posting.</p> <p>1. A posting is generated when a vacancy, as described above, occurs. All vacancies will be posted:</p> <ul style="list-style-type: none"> ▪For fourteen calendar days ▪Posted upon notification or anticipation of a vacancy 	

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<p>The posting shall set forth position, salary, and assignment (location). In filling said vacancies, preference shall be given the teachers in the school where the vacancy exists.</p> <p>Non-athletic extra-curricular activities including intramural (Appendices B-3, B-4) in a K-8, Middle or High School shall be posted on the appropriate bulletin board in that school.</p>	<p>-As they occur during the summer months, however, not later than August 7 for placement for the coming school year.</p> <p>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.</p> <p>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.</p>	

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<p>C. Promotions</p> <p>1. When vacancies occur in new or existing positions other than classroom teacher, notices of such vacancies shall be posted promptly on the appropriate bulletin board by the principal in each school.</p> <p>2. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.</p> <p>3. Applications will be received from personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.</p> <p>4. Every teacher who desires to fill any such vacancy shall file his application in writing with the Executive Director of Human Resources on or before the closing date for applications for such vacancy. Applications shall be acknowledged as quickly as possible.</p> <p>5. A vacancy shall be filled by an applicant within the Springfield School System if his qualifications and experience for the position are substantially equal to those of other applicants.</p> <p>6. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Unless qualified applicants are unavailable, all permanent appointments shall be made within sixty (60) calendar days, exclusive of vacations, of the date on which the vacancy occurred except in the case of the Superintendent, Executive Director of Human</p>	<p>Delete Existing Provision.</p>	

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<p>pay up to fifteen (15) working days (subject to the provisions of Section B of this Article) in each school year in which he is serving in the Springfield Public Schools as of the first day of said school year whether he reports for duty or not. Unused leave of absence for disability and emergency (sick leave) shall be accumulated from year to year (subject to the provisions of Section B of this Article) as long as the teacher remains continuously in the service of the School Committee.</p> <p>The parties agree that disabilities caused by and related to the pregnancy and childbearing of female teachers are compensable under the provisions of this Article.</p> <p>Each teacher shall be credited for such unused disability and emergency leave (sick leave) as he has accumulated (subject to the provisions of Section B of this Article) since the initial date of his present employment under the policies of the School Committee in effect during the years of continuous employment.</p> <p>2. Each teacher, upon request, shall receive notice of his disability and emergency leave (sick leave).</p> <p>3. For the purpose of this Agreement, "emergency" may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee or for court cases due to no negligence on the part of the employee. For emergency leave, a statement of the circumstances shall be submitted by the employee, endorsed by</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>2. Each Teacher shall receive notice of his/her</i></p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>the principal or other supervisory officer, to the Executive Director of Human Resources.</p> <p>4. Any teacher in the Springfield School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years and for such further additional period as he may be entitled under the terms of this Agreement.</p> <p>5. Upon absence of more than five (5) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits.</p> <p>6. The Parties recognize that it is the School Committee's responsibility to deal with any teacher who abuses sick leave.</p> <p>7. Sick Leave - Effective July 1, 1998 the Springfield Public Schools will continue to respond in writing to each teachers' written request for a statement on his/her accrued but unused disability (sick) days.</p> <p>Effective July 1, 1999, the Springfield Public Schools will provide each teacher with a written statement indicating the number of accrued but unused disability (sick) days. This written statement will be given to each teacher covered by this agreement on or before October 1, 1999 and will be an accounting of accrued but unused disability days effective on the first teacher workday at that school year.</p> <p>Effective July 1, 2000, the Springfield Public Schools will provide each teacher covered by this agreement</p>	<p><i>disability sick leave annually.</i></p> <p><i>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.</i></p>	

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<p>with a written statement indicating the number of accrued but unused disability (sick) days. This statement will be given to each teacher covered by this agreement on or before October 1, 2000 for unused disability days effective on the first day of that school year. A second statement will be given to teachers on or before February 1, 2001 for all unused disability days effective on January 1 of that school year.</p> <p>B. Sick Leave Bank</p> <p>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 the members of this bargaining unit. Participation by members of the Unit 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 or 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 the following September 1.</p> <p>Subject to the provisions of this Article each teacher</p>	<p>Delete Existing Provision (See New Article 13)</p>	

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<p>may, following a maximum of ten (10) school day 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.</p> <p>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.</p> <p>The Chair of the Bank Committee shall, on an annual 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.</p> <p>No Such Provision.</p>	<p><i>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:</i></p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
	<p>1. Emergency at home.</p> <p>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.</p> <p>3. Graduation and wedding (one's own or immediate family member).</p> <p>4. Funeral of a relative or a close friend not covered under the bereavement leave.</p> <p>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.</p> <p>6. Personal business that cannot be conducted after school hours.</p> <p>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.</p> <p>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.</p>	

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<p>C. Adoption Leave</p> <p>If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the teacher may be paid up to six weeks (30 school days) during that school year of Emergency Leave as per Article 11 A3 (home exigencies) if the teacher has unused disability and emergency (sick leave) in her/his account.</p> <p>D. Reserve Duty</p> <p>Any teacher in the service of the City shall be entitled, during the time of his service in the Armed Forces of the Commonwealth, under section thirty-eight (38), forty (40), forty-one (41), forty-two (42), or sixty (60), or during his annual tour of duty of not exceeding seventeen (17) days as a member of reserve component of the Armed Forces of the United States to receive pay therefore, without loss of his ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.</p> <p>E. Selective Service Examination</p> <p>Each teacher shall be granted time off without loss of pay or without charge to disability and emergency leave (sick leave) when required to be in attendance for a physical examination or other test required by Selective Service.</p> <p>F. Professional Day</p> <p>1. Each teacher shall be permitted one (1) day per year with pay to visit in other classrooms in the Springfield Public Schools or in other cities and</p>	<p>Delete Existing Provision.</p> <p>C. Reserve Duty</p> <p><i>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.</i></p> <p>Delete Existing Provision.</p> <p>D. Professional Day.</p> <p>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</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>towns to observe teaching techniques and/or to inspect teaching material, or to attend an educational convention or conference. 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. This language will not preclude a teacher from requesting additional day(s) under the terms and provisions of this clause at a time other than the first request.</p> <p>2. The leave provided for in the paragraph above shall not be charged against the teacher's disability and emergency leave (sick leave).</p> <p>G. Graduation</p> <p>1. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which he will be awarded a degree or sixth-year professional diploma. This leave shall not be charged against the teacher's disability and emergency leave (sick leave).</p> <p>2. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which a member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son or daughter. Such leave shall be charged to disability and emergency leave (sick leave).</p>	<p>towns to observe teaching techniques and/or to inspect teaching material, or to attend an educational convention or conference, <i>if required as a part of the Teacher's annual Professional Development Plan.</i> 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.</p> <p>The leave provided in the paragraph above shall not be charged against the Teacher's <i>sick leave.</i></p> <p>Delete Existing Provision.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>a. The teacher shall submit proof of relationship and death satisfactory of their principal or supervisor, whereupon they shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive school days; such leave not to extend more than five (5) days after the funeral.</p> <p>b. For the purposes of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grand child of either the teacher or his spouse; or any individual or relative of the teacher or his spouse who was actually living in the immediate household of the teacher at the time of death or at the commencement of the final illness or accident.</p> <p>c. Teachers shall, upon request, be granted leave of absence of not more than one working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece of either the teacher or of his/her spouse whose place of residence is elsewhere than in the home of the employee.</p> <p>2. The present method of providing released time to attend funeral services of a coworker shall be continued during the term of this Agreement.</p> <p>3. The leave provided for in paragraphs 1a, 1b and 2 above shall not be charged against the teacher's disability and emergency leave (sick leave).</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>The Teacher shall complete the appropriate form for such leave and submit proof of relationship and death to their Principal or supervisor.</i></p> <p><i>Bereavement Leave shall be charged against the Teacher's accumulated days of sick leave.</i></p>	

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<p>The leave provided for in paragraph I c shall be charged against the teacher's disability and emergency leave (sick leave).</p> <p>K. Legal or Business Day</p> <p>Each teacher may, upon written request and with the advanced approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee may be given orally, be granted two (2) days leave of absence with pay each school year for legal or business matters which cannot possibly be taken care of other than during school hours. A teacher shall not be required in making his or her request for a legal or business day to state a reason or justification for his or her request other than the day is for legal or business matters which cannot be taken care of at other than school hours. This time shall be charged against the teacher's disability and emergency leave (sick leave).</p> <p>L. Jury Duty</p> <p>A teacher actually serving on jury duty on a workday, or who actually reports to the Court for jury service as required by said court for any portion of a workday, 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</p>	<p>Delete Existing Provision.</p> <p>F. Jury Duty Leave</p> <p>A Teacher actually serving on jury duty on a workday, or who actually reports to court for jury duty service as required by said court for any portion of a workday, 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</p>	

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<p>final pay of that 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.</p> <p>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.</p> <p>A teacher on call for Jury Duty shall notify the Superintendent or his designee as soon as possible if he/she is scheduled to serve on jury duty the next day.</p> <p>The leave provided for above shall not be charged against the teacher's disability and emergency leave (sick leave).</p> <p>M. Persons on leave with pay are subject to lay-off and recall in accordance with the terms of this Agreement.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>The leave provided for above shall not be charged against the Teacher's disability sick leave.</p> <p>Delete Existing Provision (See FCB Article 14E).</p>	
<p>See Article 12B – Sick Leave Bank)</p>	<p><i>NEW ARTICLE 13 - 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 Teachers. Participation by Teachers 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</i></p>	

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	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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</i></p>	

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	<p><i>Committee shall be final and binding and not subject to Grievance and/or arbitration.</i></p> <p><i>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.</i></p>	TENTATIVE AGREEMENT
<p>ARTICLE 13 – LEAVES WITHOUT PAY</p> <p>A. Maternity Leave</p> <p>Prior to the expected birth of a child a female teacher will notify the Superintendent of Schools, in writing, except in case of emergency, whether or not the teacher will be returning to work after the period of medical disability, or will be requesting a leave of absence without pay commencing at the expiration of the medical disability and measured from the date of termination of pregnancy.</p> <p>A teacher who wishes childbearing leave shall be granted leave without pay up to two and one half years from the date of termination of pregnancy. Such leave may be extended to September 1st or February 1st immediately following the normal expiration of the two and one half year period. If leave expires after February 1st it may be extended to September 1st; if leave expires after September 1st it may be extended to February 1st immediately following the two and one half year period.</p> <p>A teacher on childbearing leave shall only be entitled to return on September 1st or February 1st during a school year within the leave period. If a</p>	<p>ARTICLE 14 – LEAVES WITHOUT PAY</p> <p>A. Child Rearing Leave.</p> <p><i>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</i></p>	

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<p>employees on such leaves.</p> <p>B. Military Leave</p> <p>Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years.</p> <p>C. Peace Corps</p> <p>Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve in the Peace Corps.</p> <p>D. Commonwealth or National Teacher Corps</p> <p>Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve with the National Teacher Corps or the Commonwealth Teacher Corps in a community other than Springfield.</p>	<p><i>leave while on Child Rearing Leave.</i> The School District need not provide for the cost of any benefits, plans, or programs during the said <i>Child Rearing Leave</i> except as provided for all other Teachers on such leave.</p> <p><i>This specific provision of Article 14, A, shall not be subject to the Grievance and arbitration provisions of this Agreement.</i></p> <p>B. Military Leave</p> <p><i>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.</i></p> <p>Delete Existing Provision.</p> <p>Delete Existing Provision.</p>	

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<p>E. Personal Need</p> <p>1. Teachers with professional status will be granted an unpaid leave of absence for the purpose of childrearing of up to two and one half years. Such leave will terminate either in September or February as outlined in the request for said leaves. This leave would not add to leave granted under Article 13, A., above.</p> <p>2. Teachers without professional status will be granted an unpaid leave of absence for the purpose of child rearing for up to twelve (12) weeks. This leave would not add to leave granted under Article 13.A., above.</p> <p>2. Teachers with professional status may be granted an unpaid leave for the following reasons: prolonged illness, needed rest, and necessities of the home; professional improvement when teachers are not eligible for sabbatical leaves of absence; for teaching in an acceptable school system in the United States when teachers are not selected as exchange teachers; for teaching at a United States Military Installation abroad; or for any other activity which would benefit the Springfield School System.</p> <p>F. Association Leave</p> <p>A member of the bargaining unit who is elected a full-time paid officer of the Springfield Education 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. At the option of the Association the</p>	<p>C. Personal Need</p> <p>Teachers with professional status <i>shall</i> be granted an unpaid <i>personal leave without pay for up to one year with the written permission of the Superintendent or his/her designee.</i></p> <p>D. Association Leave</p> <p>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</p>	

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<p>leave of absence shall be a paid leave of absence provided the Association pays the full cost of salary and benefits including health and life insurance premiums to the School Committee. Upon return from leave of absence, the member of the bargaining unit will be considered as if he/she were actively employed during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave of absence.</p> <p>G. Maintenance of Rights</p> <p>All benefits to which a teacher was entitled at the time his leave of absence under this Article commenced, including unused accumulated disability and emergency leave (sick leave), shall be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.</p> <p>H. Extension of Leave of Absence</p> <p>Leaves of Absence may be extended by the Superintendent/School Committee. The right to increment credit and the same or substantially equivalent position upon return from an extended leave shall be determined by the Superintendent in each case.</p> <p>I. Requests for Leave</p> <p>All requests for leave under this Article shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his</p>	<p>unit will be considered as if he/she were not actively employed during the leave and will be placed <i>in keeping with the process for identifying a Teacher's level.</i></p> <p>E. Maintenance of Rights</p> <p><i>Employees on a leave without pay do not accrue benefits during the leave period. However,</i> all benefits to which a Teacher was entitled at the time his leave without pay under this Article commenced, including unused accumulated disability <i>sick leave,</i> shall be restored to him upon his return. <i>The returning Teacher shall be assigned to a position at the sole discretion of the Superintendent.</i></p> <p>F. Extension of Leave of Absence Without Pay</p> <p>Leaves of absence <i>without pay</i> may be extended by the Superintendent <i>or his/her designee.</i> <i>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.</i></p> <p>G. Requests for Leave Without Pay</p> <p>All requests for leave <i>without pay</i> under this Article shall be made through a person's Principal or immediate supervisor to the <i>Executive Director of</i></p>	

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<p>designee.</p> <p>J. Persons on leave without pay are subject to layoff and recall in accordance with the terms of this Agreement.</p>	<p>Human Resources or his designee.</p> <p>Persons on leave without pay are subject to layoff and recall in accordance with the terms of this Agreement.</p>	
<p>ARTICLE 14 – LEAVES WITH PARTIAL PAY</p> <p>A. Sabbatical Leave</p> <p>A teacher covered by this Agreement may, subject to the approval of the Superintendent of Schools, be granted Sabbatical leave of absence of one (1) year or one-half (1/2) year for study or research.</p> <p>1. Sabbatical leave shall be granted to a teacher who has served for at least seven (7) years in the Springfield School System. A second or third such leave shall not be authorized until a teacher has re-established eligibility by serving another period of seven (7) years.</p> <p>2. Not more than two per cent (2%) of the teachers in the bargaining unit may be absent on Sabbatical leave and Mini Grant leave at any one time.</p> <p>3. Application for sabbatical leave shall be submitted to the Superintendent of Schools 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.</p> <p>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</p>	<p>ARTICLE 15 – LEAVES WITH PARTIAL PAY</p> <p>A. Sabbatical Leave.</p> <p>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. <i>The Superintendent's decision shall be final.</i></p> <p>1. Sabbatical leave shall be granted to a Teacher who has served for at least seven (7) years in the School <i>District.</i></p> <p>2. Not more than <i>one</i> per cent (<i>1%</i>) of the Teachers may be absent on Sabbatical leave at any one time.</p> <p>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.</p> <p>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</p>	

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<p>will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave. The final decision rests solely with the Superintendent of Schools,</p> <p>5. A teacher on Sabbatical leave for one semester only shall receive seventy per cent (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 per cent (50%) of the salary which he would have received if he had remained on active duty.</p> <p>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.</p> <p>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.</p> <p>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 System 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.</p> <p>8. Upon his return from Sabbatical leave, a teacher's salary shall be the same as he would have received</p>	<p>will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 District 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.</p> <p>8. Upon his/her return from Sabbatical leave, a Teacher's salary shall be in keeping with the</p>	

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<p>had the period of his leave been spent in the Springfield School System, and he shall be returned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.</p> <p>B. Mini-Grant for Professional Improvement</p> <p>1. A teacher with professional status who has not received a Sabbatical leave during the last three (3) school years may apply for a leave of absence for up to twelve (12) weeks for study, research or professional improvement.</p> <p>2. Leave may be granted only if the number of teachers on Mini-Grant leave, when added with the number of teachers on Sabbatical leave under Section A above, does not exceed two percent (2%) of the bargaining unit at any one time.</p> <p>3. A second or subsequent leave shall not be granted for at least two (2) school years following return from said leave, not counting the year of return.</p> <p>4. Teachers who have been granted a Sabbatical leave under Section A above shall not be eligible for this leave until they have completed three (3) school years after returning from Sabbatical leave.</p> <p>5. Application for leave shall be submitted to the Superintendent of Schools on or before June 1 if it is to become effective in the fall semester and on or</p>	<p><i>process for identifying a Teacher's level. Upon return from Sabbatical, the Teacher will be placed in a substantially equivalent position by the Superintendent and such decision by the Superintendent shall be final.</i></p> <p><i>Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.</i></p> <p>Delete Existing Provision.</p>	

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<p>before December 1 if it is to be effective after January 15.</p> <p>6. Leaves will be granted upon approval of a proposal which would enhance the teacher's professional ability. Applications must set forth the reasons for the request, the courses to be taken, or the research to be done. All leaves are subject to the approval of the Superintendent of Schools or his designee.</p> <p>7. A teacher on leave shall receive seventy percent (70%) of the salary which he would have received if he had remained on active duty.</p> <p>8. Prior to the granting of a leave, a teacher shall enter into a written agreement with the School Committee that upon termination of said leave he will return to service in the Springfield School System for a period equal to twice the length of the leave. In default of completing such service, he shall refund to the School Committee the amount paid during the leave plus normal interest. The refund is to be made within sixty (60) days from the demand by the School Committee for payment.</p> <p>9. Upon return from leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Springfield School System, and he shall be returned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.</p> <p>C. Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.</p>	<p>Delete Existing Provision.</p>	

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<p>ARTICLE 15 – FRINGE BENEFITS</p> <p>A. Group Insurance</p> <p>1. The Association agrees that the Group Insurance Plan(s) that is adopted by the City of Springfield for all its municipal employees (including domestic partners) shall be available to members of Unit A.</p> <p>2. Based on acceptance of Chapter 32B, Section 7A of the Massachusetts General Laws by the Springfield City Council, the School Committee agrees that it (Committee) shall pay sixty percent (60%) of the premium cost for the above described plan.</p> <p>3. The City agrees that the current teachers' insurance contributions, by plan, based on actual plan coverage, in effect on June 30, 1996, shall remain in effect between June 30, 1996 and June 30, 2001. Teachers will share proportionally in any reduced cost.</p> <p>B. Pension</p> <p>The parties agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made a part of this Agreement.</p> <p>C. Tax-Sheltered Annuity</p> <p>Members of the bargaining unit are allowed to avail themselves of the tax sheltered annuity program.</p> <p>D. Worker's Compensation</p> <p>All members of the bargaining unit are covered</p>	<p>ARTICLE 16 – FRINGE BENEFITS</p> <p><i>A. Health Insurance</i></p> <p><i>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.</i></p> <p>Delete Existing Provision.</p> <p><i>B. Tax-Sheltered Annuity.</i></p> <p><i>Teachers</i> are allowed to avail themselves of the tax sheltered annuity program.</p> <p>C. Workers' Compensation.</p> <p>Teachers are covered under the applicable</p>	

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<p>under the applicable provisions of the Massachusetts Worker's Compensation Law, currently Chapter 152 of the Massachusetts General Law.</p> <p>In addition to the wage benefits provided for in the above statute, the School 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 fill salary or wages. Said sick leave allowance payment shall not be charged against the teacher's regular sick leave (Disability and Emergency Leave). This benefit will be paid subject to the provisions and limitations of Chapter 152, Section 69. Payments under this section shall not exceed one year from date of injury.</p> <p>All members of the bargaining unit shall be granted leave for absence caused by injuries, assault or battery sustained by teachers in connection with their employment by the Committee.</p>	<p>provisions of the Massachusetts Worker's Compensation Law, currently Chapter 152 of the Massachusetts General Law.</p> <p>In addition to the wage benefits provided for in the above statute, 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. <i>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.</i></p> <p><i>Teachers may</i> be granted leave of absence <i>in the Superintendent's sole discretion for injuries resulting from</i> assault or battery in connection with their employment by the Committee.</p>	
<p>ARTICLE 16 — ACADEMIC FREEDOM</p> <p>A. The private and personal life of any teacher is not within the appropriate concern or attention of the Superintendent/School Committee except as it may reflect adversely on the teacher's responsibilities and relationships with students, parents and the community within the judgment of the Superintendent/School Committee. The decision of the Superintendent/School Committee in this regard shall be subject to the grievance procedure.</p>	<p>Delete Existing Article.</p>	

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<p>B. The Superintendent/School Committee recognizes that children must be free to learn and teachers free to teach broad areas of knowledge in their search for truth.</p>		
<p>ARTICLE 17 – SAFETY AND SECURITY</p> <p>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).</p> <p>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.</p> <p>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. Teachers will be compensated for lost preparation periods during these emergencies in accordance with Article 5F of this Agreement.</p>	<p>ARTICLE 17 – HEALTH, SAFETY AND SECURITY</p> <p>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.</p>	

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<p>ARTICLE 18 – TEXTBOOKS</p> <p>A. The review of basic textbooks is a responsibility of the standing curriculum committees. There will be continuous review by these committees. The Association may request review of a particular textbook.</p> <p>B. Opinions and suggestions as to the kind of textbooks and other teaching materials to be purchased shall continue to be sought from academic personnel.</p> <p>C. The School Committee will make every effort to provide sufficient textbooks so that each pupil has a textbook when textbooks are being used.</p> <p>D. Textbooks in active use in secondary schools shall be collected no earlier than two (2) days before the close of the school year.</p>	<p>Delete Existing Article.</p>	
<p>ARTICLE 19 – CURRICULUM – TEACHER PARTICIPATION</p> <p>A. Curricula will be evaluated continually as an integral part of the activity of the standing curriculum committees. Curriculum will be aligned to the Massachusetts Frameworks.</p> <p>B. Standing curriculum committees composed of teachers and supervisors shall have authority to recommend and suggest changes in curricula.</p> <p>C. Participation on standing curriculum committees shall be voluntary, except as outlined in Article 10.</p> <p>D. Curriculum development shall be a continuing program during the summer months. Teachers</p>	<p>ARTICLE 18 – CURRICULUM – TEACHER PARTICIPATION</p> <p>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.</p>	

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<p>selected to participate shall be compensated at an established weekly rate.</p> <p>E. The curriculum committees will continue to examine the total curriculum (K-12) to assess how well it reflects the needs of students in an urban society.</p>		
<p>ARTICLE 20 – IN-SERVICE TRAINING</p> <p>A diversified program of in-service training shall be provided for teachers.</p> <p>In-service training necessitated by curriculum changes may be scheduled. Recognizing the need for teachers to understand the rapidly changing needs of the City of Springfield, the Committee will continue its present policy of making available in-service training programs.</p> <p>The School Committee will sponsor two (2) graduate courses for staff members each semester. These courses will be selected by the Superintendent after consultation with staff and presented to the School Committee for approval.</p> <p>Arrangements will be made to secure instructors for the identified courses from neighboring colleges or universities. These instructors will be paid by the School Committee.</p> <p>Courses given will be worth two or three credits. These credits will be accepted by the School Committee towards movement by the staff members from training level to training level.</p> <p>If a teacher desires college credit for degree purposes from the college or university presenting</p>	<p>ARTICLE 19 – PROFESSIONAL DEVELOPMENT</p> <p><i>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.</i></p> <p><i>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 and 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.</i></p> <p><i>Mentor Program: The purpose of mentoring is to</i></p>	

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<p>the courses, it will be necessary for the staff member to pay a fee to that particular school or university. An arrangement has been worked out with participating colleges to reduce this fee to a minimum.</p> <p>The number of students in any course will be limited to the number acceptable to the instructor. This figure will depend upon the nature of the course being given.</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	

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	<p><i>approach to Teacher evaluations combines traditional evaluation technique with the best practices for fairly measuring student achievement.</i></p>	
<p>ARTICLE 21 – PERSONNEL ACTION AND PERSONNEL FILES</p> <p>A. A teacher will be notified in advance, in writing, of the purpose of a meeting with an administrator in cases where disciplinary action is contemplated, and shall be entitled to have Association representation. The administrator shall exercise reasonable discretion in disciplining a teacher.</p> <p>A teacher shall not be demoted, suspended or dismissed except in accordance with M.G.L.A. Chapter 71.</p> <p>The Association may elect the arbitration procedure as provided in this Agreement. Such election shall be sent to the Superintendent within ten (10) school days of the Superintendent’s answer to the grievance. Failure to so notice shall be deemed an election of arbitration procedure of M.G.L.A. Chapter 71.</p> <p>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.</p> <p>B. Evaluation of Teachers</p> <p>1. Teacher evaluation is identifying, gathering and using information as part of an ongoing process to improve professional performance and to judge total job effectiveness.</p>	<p>ARTICLE 21 – PERSONNEL FILES</p> <p>Delete Section Regarding Personnel Action.</p>	

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<p>2. The Superintendent, Executive Director of Special Services, Executive Director of Human Resources, Principals, Assistant Principals, Directors, and Supervisors may evaluate teachers. The Superintendent shall insure that evaluators have training in general principles of supervision and evaluation and have or have available to them expertise in the subject matter and/or area to be evaluated.</p> <p>3. The ongoing evaluation cycle shall consist of several conferences and observations between the authorized evaluator and the teacher to be evaluated as necessary.</p> <p>4. All observations of teachers performance shall be conducted by the authorized evaluator and with the full knowledge of the teacher and for a minimum duration of fifteen (15) minutes.</p> <p>5. At the beginning of each ongoing evaluation cycle the authorized evaluator and the teacher shall meet to select the date, the time (or class period), and the subject matter being taught, of the lesson to be observed and to set any specific goal. If the authorized evaluator and the teacher fail to reach agreement on the evaluation cycle, then the authorized evaluator shall set the date, time and class to be observed. The teacher shall provide the evaluator a copy of the lesson plan in advance of the observation. The evaluator shall provide the teacher with a copy of the observation and evaluation instruments and an explanation of the instruments prior to the observation. The foregoing process shall be repeated prior to each observation.</p>		

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<p>6. There shall be a minimum of fifteen (15) school days between observations of a teacher by an evaluator or evaluators.</p> <p>7. No adverse comments shall be given to teachers by evaluators in the presence of pupils, parents, or other teachers.</p> <p>8. Following every observation of a teacher, the evaluator(s) shall meet with the teacher to discuss the observation report and plan for the next observation as per item #5 above. The meeting shall be at the mutual convenience of the teacher and the evaluator(s) within ten (10) school days of the observation.</p> <p>9. Following the final observation of a teacher, the authorized evaluator(s) shall meet with the teacher to discuss the evaluation report. The meeting shall be at the mutual convenience of the parties within ten (10) days following the final observation.</p> <p>10. Evaluation Reports must recognize areas of strength as well as identifying any areas needing improvement.</p> <p>11. For areas identified as needing improvement, the observation and evaluation reports must provide specific recommendations for improving performance in those areas. At least fifteen (15) school days shall elapse to allow the teacher to benefit from the recommendation for improvement prior to any subsequent observation.</p> <p>12. The teacher being evaluated may gather and provide additional information on his/her performance and submit it to the evaluator.</p>		

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<p>13. After each discussion the teacher shall sign the observation and evaluation report indicating he/she has seen it, but the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall have the right to make a written statement which shall become part of the final evaluation report. This statement must be submitted within fifteen (15) school days after receipt of the evaluation report.</p> <p>14. A copy of each observation and evaluation report shall be filed in the teacher's personnel file and a copy provided to the teacher following discussion referred to in item #9 above.</p> <p>15. An unsatisfactory evaluation may be grieved, but only on the grounds of bad faith or discrimination.</p> <p>16. During the evaluation year, <u>Summative Evaluations</u> include observation of four performance expectations:</p> <p>a. Classroom teacher</p> <ul style="list-style-type: none"> • Knowledge of Subject Matter or Field • Instruction • Responsiveness to Learners <p>b. Performance of routine and administrative duties, for example</p> <ul style="list-style-type: none"> • duties/assignments • student attendance reports • adherence to deadlines <p>c. Communication</p>		

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<ul style="list-style-type: none"> • with parents • with students • with peers <p>d. Ongoing learning for professional growth and development, for example</p> <ul style="list-style-type: none"> • participation in professional development days • attendance at professional conference or seminars • advanced study • development of new units of instruction • classroom implementation of new strategies from professional development <p>Any information in the summative evaluation that indicates that the teacher needs improvement must be reviewed and documented with the teacher as close to the time of the occurrence as possible. Failure to do so will result in the information not being used.</p> <p>During the Observation Evaluation year, the goal is to maintain the focus on classroom instruction and communication. The procedures and forms under Article 21B, 1-19 would apply. It is recommended that a narrative be included addressing the areas of the Summative Evaluation.</p> <p>17. Evaluation of Teachers Without Professional Status:</p> <ul style="list-style-type: none"> a. Teachers without professional status shall be evaluated at least once a year and observed at 		

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<p>least two times each year. The first observations and conference shall be no later than November 1st and the second observation and conference not later than April 15. Appropriate adjustments will be made for teachers hired after September.</p> <p>b. Teachers without professional status should have a minimum of one (1) Summative Evaluation and an Observation Evaluation each other year that the teacher is without professional status.</p> <p>c. If a teacher is working on an area(s) of improvement identified in earlier observations, subsequent observations should occur no later than May 30th. A teacher without professional status not recommended for re-election must be observed a minimum of three (3) times.</p> <p>d. For other teachers without professional status, a third observation is at the request of the teacher or evaluator.</p> <p>18. Evaluation of Teachers With Professional Status:</p> <p>a. Teachers with professional status shall be evaluated every two (2) years. In the year in which they are evaluated, the evaluation process will be completed by April 15. In the event the teacher is not meeting expectations, he/she may request a second evaluation by a mutually agreed upon authorized evaluator.</p> <p>b. The cycle allows for a Summative Evaluation once every four (4) years, and an Observation Evaluation every second year.</p>		

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<p>e. The authorized evaluator must observe the teacher at least two (2) times for a period of no less than fifteen (15) minutes before making a formal evaluation report.</p> <p>19. By-pass of Normal Procedure. While this instrument provides an excellent professional service to the vast majority of our Teachers Without Professional Status, the School Committee and the Association recognize that there may be rare cases within the first 90 school days of employment where it would prevent management from responding to emergency situations affecting the safety and well-being of children. In such cases, teachers would be speedily observed, notwithstanding the regular procedure, by a management team consisting of not more than three (3) people selected from the following (Executive Director of Special Services, Executive Director of Human Resources, Principal, Supervisor or Director) to evaluate the person's capacity to remain in a teaching position. The team shall conduct a formal observation which will last no less than 30 minutes. The team or a designated member of the team will meet with the teacher after the observation, at a time determined by the team, giving the teacher specific recommendation for improvement. The team will not re-evaluate the teacher until at least the 3rd school day after the post-observation meeting. The refusal of the teacher to meet after the observation will excuse the team from the meeting requirements. A recommendation of this team shall be made to the Superintendent for consideration. The Superintendent's decision shall be final and subject to the grievance procedure only on the grounds of bad faith or discrimination by the management team. Failure of the team to follow the</p>		

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<p>by-pass procedure will constitute bad faith. This emergency clause would be implemented with the full knowledge of the SEA and the teacher. (See Appendix for approved observation and evaluation forms).</p> <p>C. Rating and Discriminatory Action</p> <p>The teacher will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an evaluation and/or disciplinary action is contemplated, and shall be entitled to have Association representation.</p> <p>D. Personnel Files</p> <p>1. Personnel files shall be maintained under the following circumstances:</p> <ul style="list-style-type: none"> a. 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. b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file. c. Upon written request, a teacher shall be given access to his file without delay. d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his file. e. Facilities shall be made available for the teacher to make photocopies of such contents 	<p>Personnel files shall be maintained under the following circumstances:</p> <ul style="list-style-type: none"> 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. 	

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<p>and records, except in circumstances beyond the control of administration.</p> <p>2. Official grievances filed by any teacher under the Grievance Procedure, Article 32 of this Agreement, shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.</p> <p>3. Upon request of a teacher, all material of a derogatory nature shall be removed from a teacher's personnel folder after a period of three (3) years.</p>		
<p>ARTICLE 22 – TEACHERS PROTECTION</p> <p>A. Assistance in Assault Cases</p> <p>1. Principals shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent of Schools or his designee.</p> <p>2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Superintendent Committee's possession not privileged under law concerning the person or persons involved.</p> <p>3. During the first week of school each year, Superintendent Circular No. 827 Hearings Regarding Staff Assault issued May 20, 1991 shall be distributed to all teachers.</p>	<p>ARTICLE 22 – TEACHERS PROTECTION</p> <p>A. Assistance in Assault Cases.</p> <p>Principals shall report all cases of assault suffered by Teachers, in connection with their employment, to the Superintendent or his/her designee.</p> <p>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.</p>	

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<p>B. Indemnification</p> <p>The School 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 by reason of action or claim against him arising out of the negligence of such teacher or other act of his 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 by reason of an action or claim against him arising out of any other acts done by him 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 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 School 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.</p> <p>C. Damage or Loss of Property</p> <p>1. 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.</p>	<p>B. Indemnification.</p> <p><i>Subject to the sole discretion of the City Solicitor,</i> 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/<i>her</i> by reason of action or claim against him/<i>her</i> arising out of the negligence of such Teacher or other act of his/<i>her</i> 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/<i>her</i> by reason of an action or claim against him/<i>her</i> arising out of any other acts done by him/<i>her</i> 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/<i>her</i> 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.</p> <p>C. Damage or Loss of Property.</p> <p>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.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>2. 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.</p> <p>3. The School Committee shall reimburse a teacher for:</p> <p>a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and</p> <p>b. 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</p> <p>c. As is current practice, loss of personal property shall not be reimbursed by the School Committee in case of theft or fire or flood or other acts of God.</p> <p>D. Transportation of Students</p> <p>No member of Unit A shall be required to transport pupils in private vehicles.</p>	<p>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.</p> <p>The Committee shall reimburse a Teacher for:</p> <p>1. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and</p> <p>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</p> <p>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.</p> <p>D. Transportation of Students.</p> <p>No Teacher shall be required to transport pupils in private vehicles.</p>	
<p>ARTICLE 23 – ASSOCIATION RIGHTS AND RESPONSIBILITIES</p> <p>A. Association Representation and Negotiations</p> <p>1. Monthly Meetings with the Superintendent</p> <p>a. A Committee of Association</p>	<p>ARTICLE 23 – ASSOCIATION RIGHTS AND RESPONSIBILITIES</p> <p>A. Association Meetings with the Superintendent</p> <p>1. Monthly Meetings with the Superintendent</p> <p>a. A Committee of Association representatives,</p>	

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<p>representatives, not to exceed five (5) members shall meet once a month with the Superintendent of Schools to discuss matters of educational policy, curriculum, and improvements of educational climate in the Springfield Public Schools. Both parties may submit items for the agenda.</p> <p>b. The Association and the School Committee 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.</p> <p>2. Information</p> <p>a. The Superintendent/Committee shall make available to the Association, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.</p> <p>b. Names and Addresses of newly employed teachers shall be provided to the Association following their hiring by the Superintendent.</p> <p>c. A copy of the Rules and Regulations of the Springfield School Committee shall be provided the Association.</p> <p>d. A copy of the agenda for all regular School 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 School</p>	<p>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 <i>District</i>. Both Parties may submit items for the agenda.</p> <p>b. The <i>Parties</i> 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.</p> <p>2. Information</p> <p>Delete Existing Provision.</p> <p>a. Names and Addresses of newly employed Teachers shall be provided to the Association following their hiring by the Superintendent.</p> <p>b. A copy of the Rules and Regulations of the Committee shall be provided the Association.</p> <p>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</p>	

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<p>Committee open to the public.</p> <p>e. Each professional staff member will be provided with a manual giving the names and addresses of all members of the staff.</p> <p>f. A copy of the official minutes of all public School Committee meetings, and all other nonconfidential materials which are relevant to this Agreement, shall be made available to the official Association representative after approval by the School Committee.</p> <p>3. Existing Laws and Regulations Preserved</p> <p>a. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal Law, rule or regulation, including without limitation all applicable employment, pension, or education laws and regulations.</p> <p>b. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.</p> <p>4. Protection of Individual and Group Rights</p> <p>a. Nothing contained herein shall be construed to prevent any person from</p>	<p>representative shall be advised as soon as possible of all special meetings of the Committee open to the public.</p> <p>Delete existing Provision.</p> <p>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.</p> <p>Delete Existing Provision.</p> <p>3. Protection of Individual and Group Rights.</p>	

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<p>informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.</p> <p>b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.</p> <p>5. Representation at Educational Meetings</p> <p>The President of the Association or his designee may be granted time off with pay for the purpose of representing the teaching profession before local, state and national organizations if, in the opinion of the Superintendent, such attendance would be beneficial to the Springfield Public Schools. The total number of days used for this purpose shall not exceed thirty-five.</p> <p>6. Printing of Agreement</p> <p>The parties agree to share equally the cost of printing the first thirty-five hundred (3500) copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit 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.</p> <p>B. Association Activity on the School Level</p> <p>1. Recognition by the Principal</p>	<p>a. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a Grievance on his own behalf in accordance with the Grievance Procedure.</p> <p>b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a Grievance.</p> <p>4. Representation at Educational Meetings.</p> <p>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.</p> <p>5. Printing of Agreement.</p> <p>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.</p> <p>B. Association Activity on the School Level.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>The Principal shall recognize the Association Building Representative as the official representative of the Association in the school.</p> <p>2. School Meetings</p> <p>Before the opening of; during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in school buildings 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; provided, however, that there shall be no cost to the Association for such meetings if no overtime custodial cost is involved. My overtime cost for custodial services shall be the responsibility of the Association.</p> <p>3. Distribution of Materials</p> <p>The Association shall have the right to place Association related materials in the mailboxes of teachers and other professional employees.</p> <p>4. Bulletin Boards</p> <p>The Association shall be provided a clearly designated Association bulletin board of no less than nine (9) square feet for the purpose of posting Association related notices and other materials. Such space shall be provided in each building and School Department Office for the exclusive use of the Association.</p>	<p>1. Recognition by the Principal.</p> <p>The Principal shall recognize the Association Building Representative as the official representative of the Association in the school.</p> <p>2. School Meetings.</p> <p>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.</p> <p>3. Distribution of Materials.</p> <p>The Association shall have the right to place Association related materials in the mailboxes of Teachers.</p> <p>Delete Existing Provision.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>5. School Visitation by Authorized Association Representatives</p> <p>For the necessary purpose of investigating one or more grievances during the school day, authorized Association Representatives may visit the involved school.</p>	<p>4. School Visitation by Authorized Association Representatives.</p> <p>For the necessary purpose of investigating one or more Grievances during the school day, authorized Association Representatives may visit the involved School <i>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.</i></p>	
<p>ARTICLE 24 – DEDUCTIONS</p> <p>A. Agency Fee</p> <p>Effective September 1, 1985, except for those employees who are certified as members of the Association to the School Committee by the Association, the School Committee, in accordance with Massachusetts General laws Chapter 150E, Section 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/MBTA/NEA.</p> <p>The amount of the agency service fee shall be equal to the amount required to become a member and remain a member in good standing of the Springfield Education Association/MBTA/NEA. Employees may have access to payroll deductions, Article 24-B for purposes of paying the agency service fee.</p> <p>Upon the request of the Association, the</p>	<p>ARTICLE 24 – DEDUCTIONS</p> <p>A. Agency Fee</p> <p>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.</p> <p>The amount of the agency service fee shall be <i>subject to the provisions of G.L. c. 150E, § 12.</i></p> <p>Delete Existing Provision.</p>	

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<p>Superintendent shall suspend for five school days without gross pay (5/181 of annual salary) any member of the bargaining unit who, after proper Annual Notice and Annual Final Demand, has refused to pay the agency service fee. within fifteen school days of receipt of such request, accompanied by proof of Annual Notice and Annual Final Demand, the Superintendent shall notify the Association and the individual bargaining unit members whose names appear on such request when, specifically, during the thirty (30) school days following receipt of such request that the five school day suspension without gross pay (5/181 of annual salary) shall occur. The five school days' gross salary shall first be used to pay the cost of a substitute, if one is provided in accordance with Article 5-E, and the remainder shall be given over to the Sports' Restoration Fund."</p> <p>The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee on account of this agency service fee provision. Failure of the School Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify and/or hold the School Committee harmless.</p> <p>The terms of this provision are enforceable on an annual basis.</p> <p>B. Dues Check-Off</p> <p>1. In employee who wishes to have the School Committee deduct the regular Association dues from his pay for transmittal to the Association, shall</p>	<p>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.</p> <p>The terms of this provision are enforceable on an annual basis.</p> <p>B. Dues Check-Off</p> <p>1. A Teacher who wishes to have the Committee deduct the regular Association dues from his/her</p>	

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<p>execute an authorization card to be furnished by the Association.</p> <p>AUTHORIZATION FOR PAYROLL DEDUCTION</p> <p>By: _____ Name of Employee</p> <p>TO: SPRINGFIELD SCHOOL COMMITTEE</p> <p>Effective _____ I hereby request and authorize you to deduct Association dues from my earnings in twenty-two (22) equal installments. This amount shall be paid to the Treasurer of the Springfield Education Association, and represents payment of my Association dues.</p> <p>These deductions may be terminated at any time by me by giving you sixty (60) days written notice in advance or upon termination of my employment.</p> <p>_____ (Employee's Signature)</p> <p>_____ (School) (Employee's Address)</p> <p>2. The amount of dues will be certified to the School 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.</p> <p>An exception to uniform dues deduction will be made in the following instance:</p>	<p>pay for transmittal to the Association, shall execute an authorization card to be furnished by the Association.</p> <p>Delete Existing Provision.</p> <p>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.</p> <p>An exception to uniform dues deduction will be</p>	

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<p>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.)</p> <p>3. Any teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.</p> <p>4. An authorization by an employee for deduction of Association dues is revocable upon sixty (60) days written notice to the Springfield Education Association and the Springfield School Committee or upon termination of employment.</p> <p>C. Other Deductions</p> <p>The School Committee shall provide that, whenever duly authorized by any member of the bargaining unit 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 for any or all of the following purposes:</p> <ol style="list-style-type: none"> 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 	<p>made in the following instance:</p> <p>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).</p> <p>3. Any Teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.</p> <p>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.</p> <p>C. Other Deductions.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Purchase of United States Savings Bonds. 2. Donations to Pioneer Valley United Fund. 3. Premiums under group income protection, life 	

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<p>benefit of the employees in the bargaining unit,</p> <p>4. premiums under City of Springfield Employees Group Insurance program,</p> <p>5. payments to Springfield Teachers' Credit Union, and</p> <p>6. premiums under tax-sheltered annuity contract purchased for the teacher by the Committee.</p> <p>D. Teachers' pay stubs shall identify by source any additional incidental compensation being paid along with a teacher's regular pay.</p>	<p>insurance and loss of senses insurance for the benefit of the employees in the bargaining unit.</p> <p>4. Premiums under City of Springfield Employees Group Insurance program.</p> <p>5. Payments to Springfield Teachers' Credit Union.</p> <p>6. Premiums under tax-sheltered annuity contract purchased for the Teacher by the Committee.</p> <p>Teachers' pay stubs shall identify by source any additional incidental compensation being paid along with a Teacher's regular pay.</p>	
<p>ARTICLE 25 – SUMMER SCHOOL</p> <p>The Superintendent/School Committee and the Association recognize that the summer school programs, including any projects financed by the Federal or State finds, may vary substantially from year to year, may offer the opportunity for experimentation, and may call for flexibility in approach.</p> <p>A. Appointments</p> <p>1. Following the determination by the School Committee of the summer programs for the year, the positions to be filled for each program, including any Federal program in a parochial school, shall be posted in every school including parochial schools involved not later than April 15 except, however, that notices of position in projects financed by Federal finds shall be posted as soon as possible. Notices of summer positions shall be posted as soon as possible. Notices of summer positions shall be</p>	<p>ARTICLE 25 – SUMMER SCHOOL</p> <p>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.</p> <p>Following the determination of the summer school programs for the year, <i>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.</i></p> <p>Compensation information shall be found in Appendix 25.</p>	

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<p>posted in every school for fifteen (15) calendar days exclusive of vacation.</p> <p>2. All positions for regional summer school programs shall be posted in every Springfield Public School and in the schools in the participating cities and towns. Notices of positions shall be posted in every school fifteen (15) calendar days exclusive of vacation. All applications for positions must be filed on or before the closing date for applications. Vacancies for regional summer school programs may be filled from the list of applicants from all the participating cities and towns.</p> <p>3. No teaching position in the local summer school program, except in a federally funded program in a parochial school, shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.</p> <p>4. In assigning local or regional summer school teaching positions, preference shall be given to qualified applicants for the positions which correspond to the applicant's regular day school teaching assignments.</p> <p>B. Applications</p> <p>1. Each teacher desiring a position in a summer school program shall file his application in writing with the Executive Director of Human Resources on or before the closing date of application.</p> <p>2. The Executive Director of Human Resources shall notice each applicant as to the reception and disposition of his application.</p>		

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<p>ARTICLE 26 – ADULT EDUCATION</p> <p>A. Applications</p> <p>1. Any teacher who wishes to teach in evening school the following school year, will submit his request on the appropriate form by April fifteenth (15th).</p> <p>2. Any teacher interested in teaching in the Manpower Development and Training Act Program will submit his request on the appropriate form which is available from the Executive Director of Human Resources.</p> <p>B. Appointments</p> <p>In filling positions for Adult Education Programs, each applicant's competence and experience will be considered. No teaching position in the Adult Education Programs shall be filled by an applicant not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.</p> <p>C. Policies and Procedures</p> <p>Evening school teachers who serve in the regular day school shall, during the term of the Agreement, be accorded all the benefits granted to evening school teachers under the terms of the 1973 Contract between the Springfield School Committee and the Springfield Evening School Teachers Association and any amendments thereto.</p>	<p>ARTICLE 26 – ADULT EDUCATION</p> <p><i>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.</i></p> <p><i>Compensation information shall be found in Appendix 26.</i></p>	
<p>ARTICLE 27 – COMPENSATION</p>	<p>ARTICLE 27 – COMPENSATION</p> <p>Research cites strong evidence that the single most</p>	

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<p>A. Basic Salary Schedule</p> <p>The salaries negotiated for the members of the bargaining unit and their effective dates are set forth in the Appendices which are attached to and made a part of this Agreement.</p> <p>B. Characteristics of the Basic Salary Schedule</p> <p>The Schedule is based on training and experience. The Schedule embodies the principle of equal pay for equal qualifications and equal service. Placement of the Schedule is consistent with Article IV of this Agreement.</p> <p>C. Definitions of Training Levels</p> <p>1. On Level II shall be placed:</p> <p style="padding-left: 40px;">a. teachers who have earned less than ninety (90) semester hours of approved professional training at accredited colleges.</p> <p style="padding-left: 40px;">b. Putnam Vocational Technical High School instructors of shop and related courses who have not completed all the requirements that have been established by the Division of Occupational Education of the Massachusetts Department of Education.</p>	<p>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.</p> <p>Delete Existing Provision.</p> <p>Delete Existing Provision.</p> <p>A. Teacher Professional Levels.</p> <p>1. Competent Teacher (Level I). Requirements: Bachelor's Degree required Initial License required 0 – 5 years teaching experience</p> <p>Expectations: 95% attendance rate Demonstrates substantial student progress based on the district's value added model.</p> <p>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</p>	

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<p>2. On Level III shall be placed:</p> <p>a. teachers who have earned a minimum of ninety (90) semester hours of approved professional training at accredited colleges but less than a bachelor's degree.</p> <p>b. Putnam Vocational Technical High School teachers who have been certified as qualified instructors in shop and related courses.</p> <p>3. On Level IV shall be placed:</p> <p>a. certified teachers who have earned a Bachelor's degree from an accredited college.</p> <p>b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed thirty (30) semester hours of approved professional training.</p> <p>4. On Level IV A shall be:</p> <p>a. certified teachers who have earned a Bachelor's degree and have completed fifteen (15) semester hours of approved professional training beyond and subsequent to the Bachelors degree (B+15).</p> <p>b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed forty five (45) semester hours of approved professional training.</p> <p>5. On Level V shall be:</p> <p>a. certified teachers who have earned a Master's degree from an accredited institution.</p>	<p><i>high student achievement.</i></p> <p><i>The Competent Teacher:</i></p> <ul style="list-style-type: none"> <i>- <u>knows, understands, and assesses the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL.</u></i> <i>- <u>is beginning to use standards-based teaching and learning—lesson unit and course design which are content specific and align with standards and curriculum.</u></i> <i>- <u>uses limited data sources to inform instruction and needs support to design the learning environment to move some students to proficiency.</u></i> <i>- <u>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.</u></i> <i>- <u>practices appropriate inquiry, assignments, and assessments continually which must be monitored by a mentor.</u></i> <i>- <u>is working towards consistency in articulating academic expectations.</u></i> <i>- <u>is learning new methods for developing assessment criteria which sometimes includes the students as part of the assessment process.</u></i> <i>- <u>discusses the criteria for improvement along an established rubric are discussed and students receive direction on how to improve their work.</u></i> <i>- <u>provides teacher-generated rubrics and criteria charts and exemplars.</u></i> <i>- <u>must consciously demonstrate behaviors that support the belief "That all students can learn to the level of proficiency." This</u></i> 	

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<p>b. certified teachers who have completed thirty-four (34) semester hours of approved professional training beyond and subsequent to the Bachelor's degree.</p> <p>c. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed sixty-four (64) semester hours of approved professional training.</p> <p>6. On Level V A shall be:</p> <p>a. certified teachers who have earned a Master's degree from an accredited institution and have completed fifteen (15) semester hours of approved professional training (M+15).</p> <p>b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed seventy-nine (79) semester hours of approved professional training.</p> <p>7. On Level VI shall be:</p> <p>a. certified teachers who have earned a sixth year certificate (CAGS) from an accredited institution.</p> <p>b. teachers who have earned a Master's degree and have completed thirty (30) semester hours of approved professional training (M+30) effective 7/1/92.</p> <p>c. except for those on Level VI as of June 30, 1995, Putnam Vocational Technical High School</p>	<p><i>belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.</i></p> <ul style="list-style-type: none"> ▪ <i><u>structures the learning environment to engage some learners in higher order thinking skills and tasks and schedules time to practice. <u>Some students are engaged in independent tasks, while <u>most students</u> are provided with <u>direct instruction.</u></u></u></i> ▪ <i><u>begins to provide consistent organization and management of the classroom routines and practices.</u></i> ▪ <i><u>aligns his/her professional development plan and activities with school and district goals.</u></i> ▪ <i><u>works with a mentor to align curriculum and increase effectiveness.</u></i> ▪ <i><u>attends school-based and district professional development in areas dictated by licensure regulations and identified school improvement goals.</u></i> <p>2. Accomplished Teacher (Level II). Requirements: Bachelor's and Master's Degree required initial License required, Professional License preferred Minimum of 4 years teaching experience necessary</p> <p>Expectations: 96% attendance rate Must demonstrate a minimum of one year's growth in student performance gains on the District's value added model.</p> <p>The Accomplished Teacher can cite and</p>	

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<p>certified instructors of shop and related courses who have earned a Master's degree from an accredited institution.</p> <p>d. teachers who hold a Juris Doctor degree shall be recognized at Level VI as voted by the School Committee on August 20, 1973.</p> <p>8. On Level VI A shall be:</p> <p>a. certified teachers who have earned their sixth (6th) year certificate (CAGS) and have completed fifteen (15) semester hours of approved professional training.</p> <p>b. certified teachers who have earned their Master's degree and have completed forty-five (45) semester hours of approved professional training (M+45).</p> <p>c. Putnam Vocational Technical High School certified instructors of shop and related courses who have earned a Master's degree and fifteen (15) hours of approved professional training.</p> <p>9. On Level VII shall be:</p> <p>a. certified professional employees who have earned Doctorates from an accredited college or university which had accreditation at the time the degree was attained.</p> <p>b. those teachers who possess a Juris Doctorate who maintain a current membership in the Board of Bar Overseers.</p>	<p><i>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.</i></p> <p><i>The Accomplished Teacher:</i></p> <ul style="list-style-type: none"> ▪ <i><u>knows, understands, implements, and assesses</u> the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL.</i> ▪ <i><u>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.</u></i> ▪ <i><u>uses multiple data sources to inform instruction and to design the learning environment to move a majority of students to proficiency.</u></i> ▪ <i><u>frames the learning by contextualizing and using his/her content knowledge of subject taught.</u></i> ▪ <i><u>paces instruction to match the level of content studied through use of appropriate inquiry, assignments, and assessments.</u></i> ▪ <i><u>has clear and consistent expectations and exemplars available for review.</u></i> ▪ <i><u>is learning new methods for developing assessment criteria which frequently includes the students as part of the assessment process.</u></i> ▪ <i><u>discusses criteria for movement along the rubric so that some students know how to improve their work.</u></i> ▪ <i><u>utilize assessments to develop feedback</u></i> 	

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	<p><i>to students so that some students become independent, responsible learners.</i></p> <ul style="list-style-type: none"> ▪ <u><i>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.</i></u> ▪ <u><i>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.</i></u> ▪ <u><i>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.</i></u> ▪ <u><i>aligns his/her professional development with district goals and identified school improvement goals.</i></u> ▪ <u><i>attempts to adjust classroom practices as a result of professional learning.</i></u> ▪ <u><i>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.</i></u> ▪ <u><i>participates in school based and district wide professional development for the purpose of improving student achievement.</i></u> ▪ <u><i>develops partnerships with colleagues,</i></u> 	

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	<p>parents and community.</p> <p>3. Teacher Leader. Requirements: Master's Degree required Professional License Minimum of 7 years teaching experience necessary</p> <p>Expectations: 97% attendance rate Must demonstrate more than one year's growth in student achievement results based on the districts value added model.</p> <p>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.</p> <p>The Teacher Leader:</p> <ul style="list-style-type: none"> - <u>knows, understands, implements, and assesses</u> the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading, and ELL. - <u>uses</u> standards-based teaching and learning—lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum. - <u>uses multiple</u> data sources to inform instruction and to <u>design and continually re-design</u> the learning environment to support <u>all</u> students to proficiency. - <u>frames the learning by contextualizing and using his/her deep content knowledge of</u> 	

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	<p><i>subject taught.</i></p> <ul style="list-style-type: none"> <i>▪ <u>matches the pace of instruction to the complexity of the content studied through use of rigorous inquiry, assignments, and assessments.</u></i> <i>▪ <u>has clear and consistent expectations and models and creates exemplars with students available for review.</u></i> <i>▪ <u>has a clear and visible method for applying assessment criteria, includes the students as part of the assessment process.</u></i> <i>▪ <u>describes and demonstrates the criteria for movement along the rubric so that most students are able to consistently improve their work.</u></i> <i>▪ <u>provides assessment practices to include clear and specific feedback to students. Exemplars are also provided, allowing most students to become independent, responsible learners.</u></i> <i>▪ <u>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.</u></i> <i>▪ <u>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.</u></i> <i>▪ <u>organizes an efficient learning environment which maximizes time on learning by having classroom routines and practices in place.</u></i> 	

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	<ul style="list-style-type: none"> ▪ <u>aligns his/her professional development with school and district goals to including identified school improvement goals.</u> ▪ <u>works on the development of the School Improvement Plan and its effective implementation.</u> ▪ <u>works with colleagues across grade levels to align curriculum and decrease redundancy by sharing best practices with colleagues at the school site.</u> ▪ <u>assumes the role of teacher leader, mentor and content specialist as he/she works with colleagues across the district.</u> ▪ <u>designs and presents professional development to colleagues as well as leads/facilitates team meetings and school based professional development.</u> ▪ <u>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.</u> <p>4. Instructional Leadership Specialist. Requirements: Master’s Degree required. Professional License At least 9 years teaching experience</p> <p>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).</p> <p>The Instructional Leadership Specialist can cite</p>	

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	<p><i>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.</i></p> <p><i>The Instructional Leadership Specialist:</i></p> <ul style="list-style-type: none"> <i>▪ <u>knows, understands, implements, and assesses</u> the MA Curriculum Frameworks Standards as well as the District Plans for Math, Reading, and ELL.</i> <i>▪ <u>uses standards-based teaching and learning—lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum.</u></i> <i>▪ <u>uses multiple data sources to inform instruction and to design and continually re-design</u> the learning environment to support <u>all</u> students to proficiency.</i> <i>▪ <u>frames the learning by contextualizing and using his/her deep content knowledge of subject taught.</u></i> <i>▪ <u>matches the pace of instruction to the complexity of the content studied through use of rigorous inquiry, assignments, and assessments.</u></i> <i>▪ <u>has clear and consistent expectations and models and creates exemplars with students and adults available for review.</u></i> <i>▪ <u>has a transparent method for developing assessment criteria that includes the students as part of the assessment process.</u></i> <i>▪ <u>discusses the criteria for movement along</u></i> 	

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	<p><i>the rubric so that <u>all students use the criteria to improve their work.</u></i></p> <ul style="list-style-type: none"> - <i><u>provides assessment practices to include clear and specific feedback to students. Exemplars are also provided, allowing all students to become independent, responsible learners.</u></i> - <i><u>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.</u></i> - <i><u>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.</u></i> - <i><u>organizes an efficient learning environment which maximizes time on learning by having classroom routines and practices in place.</u></i> - <i><u>aligns his/her professional development with school and district goals to including identified school improvement goals.</u></i> - <i><u>works on the development of the School Improvement Plan and its effective implementation.</u></i> <p><i><u>The Instructional Leadership Specialist has a primary role to teach adults by:</u></i></p> <ul style="list-style-type: none"> - <i><u>modeling exemplary classroom practices; analyze multiple data sources; differentiate instruction; and design effective assessment practices.</u></i> 	

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<p>D. Initial Placement on the Salary Schedule</p> <p>1. Upon employment as a teacher in the Springfield Public Schools, every teacher shall be placed on the salary schedule at the step appropriate for his/her degree status from, an accredited college or university and granted credit for a maximum of ten (10) full school years of continuous teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university.</p> <p>2. Substitute teaching in the Springfield Public Schools may be counted for experience credit. In the event that the person is hired as a teacher, successful completion of ninety-one (91) school days of substitute teaching in an individual school year in the Springfield Public Schools will be recognized for placement on the salary schedule. Substitute teaching in other school systems, regardless of length of service, shall not be credited as experience on the salary schedule.</p>	<p><i>▪ possessing the skills set needed to instruct adults as to how to effectively analyze and interpret data.</i></p> <p><i>▪ sharing best practices with colleagues at the school site and across the district.</i></p> <p><i>▪ designing and presents professional development to colleagues and leading/facilitating team meetings and school based professional development.</i></p> <p><i>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.</i></p> <p><i>B. Implementation of the Compensation System.</i></p> <p><i>1. <u>FY 2006-2007.</u> The compensation grid, attached hereto as Schedule 26B1, 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.</i></p> <p><i>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.</i></p> <p><i>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</i></p>	

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<p>3. Full credit for teaching experience in other school systems is granted only when the school year is at least thirty-six (36) weeks in length. Recognition of previous experience is based only on a full school year of continuous teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university.</p> <p>4. Teachers appointed to the Roger L. Putnam Vocational Technical High School shall be given credit for one (1) year of teaching experience for each year of trade experience up to but not to exceed ten (10) years of trade experience.</p> <p>5. Special subject teachers (Counselors, Speech Therapists, Visual and Hearing Impaired, etc.) will be given credit on the salary schedule for previous experience that is full time and continuous in the specific subject field for which they have been hired.</p> <p>6. Teachers who have completed an assignment of two (2) years in the Peace Corps and who are appointed to serve as teachers in the Springfield Public Schools will be granted two (2) years of experience credit.</p> <p>7. Credit for service in the armed forces shall be given on the basis of one (1) year of experience credit for each ten (10) months in military service, provided that the total does not exceed the maximum of credit for experience allowed on the Salary Schedule as contained in 1. above. No credit will be allowed over thirty (30) months or three (3) years and no fractional parts of years will be credited. This does not preclude giving full credit if</p>	<p><i>Teachers in these Lanes is step 10.</i></p> <p><i>2. <u>Salary Increases in FY 2007-2008 and Thereafter.</u> 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.</i></p> <p><i>3. <u>Placement of Teachers in job levels.</u> 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)</i></p>	

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<p>the armed service assignment was all educational work directly related to the position for which the teacher has been hired.</p> <p>8. Whatever the credit allowed for experience or training when a staff member enters the system and whatever the salary fixed at that time, such credit and such salary stand as final, subject to adjustment only upon the approval of the Superintendent of Schools.</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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 <u>above</u> the high end of the salary band, then such Teacher's compensation</i></p>	

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	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	

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	<p><i>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.</i></p> <p><i>All decisions made under this procedure shall be final and binding and not subject to the grievance and arbitration provision of this Agreement.</i></p> <p><i>5. <u>Resolution of Disputes Regarding Promotion.</u> 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</i></p>	

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	<p><i>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:</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>6. <u>Critical Shortage Teachers.</u> 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</i></p>	

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<p>E. Earned Increments</p> <p>1. For the purposes of determining earned salary increments, teachers serving more than one half (1/2) of a school year will advance a step on the salary schedule the following September. Salary increments are not automatic. They are granted only</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p>Delete Existing Provision.</p>	

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<p>when there is a continuation of a high standard of teaching or demonstrated improvement in efficiency of service as determined in accordance with Article 21 B of this Agreement – Evaluation of Teachers.</p> <p>2. Ordinary periods of absence shall be included in computing amounts of service. Periods of absence on leave shall not be included in such computation unless otherwise agreed to between the Association and the School Committee.</p> <p>F. Basis for Advancement in Training Status:</p> <p>1. A request for advanced salary rating must:</p> <ul style="list-style-type: none"> a. bear the appraisal of the Superintendent or designee. b. indicate specifically the number of credits allowed by the Superintendent for each professional course or activity. c. be filed with the Superintendent of Schools on forms provided by the Central Office. <p>2. The timeline for filing requests for advancement on the salary schedule is as follows:</p> <ul style="list-style-type: none"> a. to advance on September 1st of a given school year, a staff member must file the appropriate forms with the Superintendent of Schools on or before September 20th. A request for advancement submitted after September 20th is not considered until the following February for a pro rata advancement on February 1. 	<p>Delete Existing Provision.</p>	

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<p>b. to advance on February 1st of a given school year, a staff member must file the appropriate forms with the Superintendent of Schools on or before February 20th. A request for advancement submitted after February 20th is not considered until the following September for advancement that same September 1.</p> <p>c. after September 20th or February 20th, the salaries of teachers are not changed during the current year except to correct a clerical error, or an error fixing a salary inconsistent with the terms of whatever schedule may apply.</p> <p>3. Approved Professional Training Credit for advancement to a higher level may be granted for any combination of any of the following activities:</p> <p>a. credits earned in a degree program from an accredited institution.</p> <p>b. credits earned under Article 20 of this Agreement (School Committee sponsored graduate courses offered each semester).</p> <p>c. graduate or undergraduate credits in new technology earned after July 1, 1980.</p> <p>d. credits earned for an additional certification earned at any time.</p> <p>e. credits earned in the field(s) in which the teacher teaches, earned at any time.</p> <p>f. credits earned from serving on a S.C.D.M. Team (Article 2W).</p>		

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<p>g. approved private study (refer to F4).</p> <p>h. foreign and domestic travel (refer to F5)</p> <p>i. any approved combination of formal training and experience.</p> <p>j. any other means which can be properly judged to contribute to staff member's professional effectiveness (refer to F. 6).</p> <p>4. Credit may be granted for private study, particularly to teachers of music and art, according to the following regulations:</p> <p>a. the teacher must be a member of the staff of the Springfield Public Schools while the private study was being conducted.</p> <p>b. the teacher must submit in advance full details concerning the instructor under whose direction the work is being done, the type of work to be undertaken and other pertinent information.</p> <p>c. upon completion of the work, the instructor must send the Superintendent a statement concerning attendance, quality of work accomplished and benefit to the individual.</p> <p>d. the applicant must also submit a written report indicating how the work completed is of value to him/her in his/her particular field.</p> <p>e. credits for private study are granted on the following basis:</p>		

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<p>1. two (2) semester hours of credit for thirty (30) clock hours of private instruction for which sixty (60) hours of outside preparation is required.</p> <p>2. one (1) semester hour of credit for forty-five (45) clock hours of private instruction without outside preparation.</p> <p>5. Credit may be granted for foreign or domestic travel according to the following regulations:</p> <p>a. a teacher must be a member of the staff of the Springfield Public Schools while the travel was undertaken.</p> <p>b. a proposed itinerary must be submitted in advance of the trip, along with descriptive material to indicate the educational benefit he/she expects to derive from the trip.</p> <p>c. a domestic trip must consist of at least six (6) weeks of consecutive travel, and for foreign travel the trip must cover at least five (5) weeks travel in foreign countries.</p> <p>d. upon his/her return, and in no case later than three (3) months after the trip, the teacher must submit a written report describing the trip and indicating its value to him/her in his/her particular field.</p> <p>e. a maximum of three (3) semester hours' credit for one trip, and not more than a total of six (6) semester hours' credit, may be granted for all travel, foreign and domestic.</p> <p>6. The regulations governing advancement in</p>		

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>training status by any other means which can be properly judged to contribute to the staff member's professional effectiveness (3. j) are as follows:</p> <ul style="list-style-type: none"> a. in every case the character and amount of such activities must be described in preliminary application endorsed by the Superintendent. b. upon completion of the activity, the staff member must report fully and supply supplementary substantiating evidence as required. c. the amount of credit to be allowed, if any, is determined by the Superintendent. d. each case is decided on its own merits. <p>7. Credits received for work taken at collegiate institutions should:</p> <ul style="list-style-type: none"> a. be submitted to the Superintendent at the completion of the course. b. not be retained until a change of salary schedule is requested. <p>8. The aimless accumulation of credits for the purpose of advancement to a higher salary level is not approved. All proposed courses and/or plans of study must be submitted to the Superintendent for approval prior to course enrollment, No credits will be evaluated and no change in salary will be granted if the "Application for Approval of Proposed Activities for Professional Improvement" is not presented on time.</p>		

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>9. Only work of high quality is recognized therefore:</p> <p style="padding-left: 40px;">a. in no cases are grades below "C" accepted.</p> <p style="padding-left: 40px;">b. in cases of credits presented for advancement to the fifth, sixth and seventh year levels, grades lower than "B" will not be accepted unless accepted as part of a degree program in an accredited institution.</p> <p>10. Only credit beyond and subsequent to the Bachelor's degree is acceptable unless covered by exemptions outlined such as: new technology, additional certification, credits earned in the field(s) teacher is teaching, Putnam High School exemptions, S.C.D.M. credits.</p> <p>11. The following regulations apply to Putnam Vocational Technical High School teachers in shop and related courses:</p> <p style="padding-left: 40px;">a. teachers who have completed all the requirements that have been established by the Vocational Division of the State Department of Education for appointment to teaching positions in state-aided vocational schools are considered to have at least the equivalent of three (3) years of training.</p> <p style="padding-left: 40px;">b. teachers who are required to maintain command of their trades and gain further trade knowledge by employment in or by approved contact with their trades during vacations receive two (2) semester hours of credit for that amount of work which meets the requirements for one (1) year of professional improvement as established by the Vocational Division of the</p>		

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>State Department of Education.</p> <p>e. upon presentation of a certificate from the Vocational Division of the State Department of Education indicating that the teacher has attended the one (1) week in the summer of conference work provided by the Vocational Division, that teacher will be credited with one (1) semester hour towards advancement to the fourth (4th) or fifth (5th) level.</p> <p>d. if a teacher is transferred from teaching shop and/or related courses at Putnam Vocational Technical High School, he/she will be reclassified to the preparation level which his/her academic training warrants.</p> <p>e. if a teacher is transferred from Putnam Vocational Technical High School to another school in the Springfield Public School System, he/she will be reclassified to the preparation level which his/her academic training warrants.</p> <p>12. A formal written appeal may be made to the Superintendent of Schools where courses or plans of studies warrant an exception to the rules and regulations as listed in F, 1 through 10. The Superintendent shall have the final say with respect to such appeals.</p> <p>Method and Time of Salary Payment</p> <p>1. The first paycheck of the school year will be issued on the Friday of the first full week of school in September.</p>	<p>C. Method and Time of Salary Payment</p> <p>1. The first paycheck of the school year will be issued on the second Friday of the <i>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)</i></p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>2. If a teacher leaves or dies during the school year, he, or his estate, shall be entitled to a prorated share of his full salary based on his period of service in relation to the number of days school is in session during the school year, minus the compensation already paid.</p> <p>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 City Treasurer's office.</p> <p>H. Extracurricular Activities</p> <p>1. <u>Athletics</u> — 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.</p> <p>a. All regular season game schedules will be developed, finalized and approved by the Director of Physical Education/Athletics.</p> <p>b. 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.</p> <p>c. When a team is selected for tournament play, each Assistant Coach, including Junior Varsity and Freshman, must notify the Athletic Director in writing if they wish to participate in</p>	<p><i>work days into the year, the first pay date will be the following Friday.</i></p> <p>2. If a Teacher leaves or dies during the school year, he/<i>she</i>, or his/<i>her</i> estate, shall be entitled to <i>any monies due.</i></p> <p>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 <i>School Department Central Office.</i></p> <p><i>D. Extracurricular Activities – Athletics</i></p> <p>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.</p> <p>1. All regular season game schedules will be developed, finalized and approved by the Supervisor of Student Extra-Curricular Activities.</p> <p>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.</p> <p>3. When a team, <i>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,</i> is selected for tournament plan, each Assistant</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>tournament play. Following consultation with the Head (Varsity) Coach, the Athletic Director will be responsible for approving each Assistant Coach's, including Junior Varsity and Freshman, participation 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.</p> <p>d. 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</p>	<p>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. <i>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.</i> Following consultation with the Head (Varsity) Coach, the approving each Assistant Coach's, including Varsity and Freshman, participation in tournament play. <i>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.</i> If approved, each Assistant Coach, including Junior Varsity and Freshman, will be required to participate in practices and/or scouting assignments and tournament games.</p> <p>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</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>attached to and made a part of this Agreement.</p> <p>e. 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.</p> <p>f. 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.</p> <p>g. 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.</p> <p>2. <u>Non-Athletic</u></p> <p>a. Salaries for extracurricular activities are set forth in the Appendices B. 4, 5 and 6, which are attached to and made a part of this Agreement.</p> <p>b. There shall be two (2) class advisors for each class at each high school, and each will be paid \$550, effective July 1, 1998; \$567, effective July 1, 1999; and \$584, effective July 1, 2000. If, however, there is a vacancy, then the single advisor shall be paid \$673, effective July 1, 1998; \$693, effective July 1, 1999; and \$714, effective July 1, 2000.</p>	<p>part of this Agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><i>E. Extracurricular Activities – Non-Athletic</i></p> <p><i>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 supplements for extra-duty positions.</i></p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>I. Required Teaching Before and/or After the Regular School Year</p> <p>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.</p> <p>J. Severance Pay</p> <p>Persons who retire or die while active members of the Springfield Public School System shall be compensated for unused accumulated sick leave. 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, compensation received under Articles 8 and 10 shall be included.</p> <p>K. Retirement Allowance</p> <p>If an employee notifies the Superintendent/Committee and Retirement Board in writing twelve (12) months prior to his retirement, of</p>	<p><i>The Committee and the Association agree to establish two new extra-duty positions called Test Chairperson and Head Teacher (Elementary).</i></p> <p>F. Required Teaching Before and/or After the Regular School Year.</p> <p>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.</p> <p>G. Severance Pay.</p> <p><i>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.</i></p> <p>Delete Existing Provision.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>his intention to retire at a date at least twelve (12) months from the date of such notification, and if such will have been an employee for twenty (20) years at the time of his retirement, such employee shall, during the last twelve (12) months of his employment, be compensated at the maximum rate established within his wage classification bracket in effect at the time of such notification provided that such teacher has been, at the time of such notification, within his current classification for at least two (2) years immediately preceding the date of such notification.</p> <p>L. Other Salaries</p> <p>1. The salaries of evening school teachers shall be as outlined in the evening school contract.</p> <p>2. When vacancies occur in new or existing evening school positions, day school teachers shall be given the first opportunity to fill said positions.</p> <p>3. Day school teachers on tenure shall receive the maximum evening school rate.</p> <p>4. The salary for summer school is \$467.41 per week effective July 1, 1998, \$481.43 effective 7/1/99, and \$495.87 effective 7/1/2000.</p> <p>5. The hourly rate is \$23.77 per hour effective July 1, 1998, \$24.48 effective 7/1/99, and \$25.21 effective 7/1/2000.</p> <p>6. Those teachers who supervise a School Committee approved club or activity will be paid \$259.20 effective July 1, 1998, \$267.59 effective 7/1/99, and \$275.62 effective 7/1/2000.</p>	<p>Delete Existing Provision.</p>	

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<p>7. The hourly rate for teachers serving as instructors to other teachers after regular working hours or during the summer months shall be not less than \$19.71 per hour nor more than \$45.24 per hour effective July 1, 1998; not less than \$20.30 per hour nor more than \$46.60 per hour effective July 1, 1999; not less than \$20.91 per hour nor more than \$48.00 per hour effective July 1, 2000. This shall not include preparation time. The actual hourly rate paid will be comparable to the hourly rate the Committee would pay an instructor not regularly employed in the Springfield School System as outlined above. Preparation time is required to prepare the instructor for performance of his assignment and that instructor will be reimbursed at the same hourly rate. Said reimbursement will be limited and shall not exceed one half hour for each hour of instructional time.</p> <p>8. Apply the preparation provision of 7 above to those teachers who are trainers on system-wide Professional Development Days.</p> <p>9. The annual stipend position of Visual Aids duty at all levels shall be \$609; effective 7/1/99, \$627; and effective 7/1/2000, \$646.</p> <p>M. Mileage Allowance</p> <p>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 of 22.5 cents per mile. This rate per mile will be increased to the rate per mile in effect for non-bargaining group personnel at City Hall should that rate per mile be greater than 22.5 cents per mile during the term of</p>	<p>H. Mileage Allowance</p> <p>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</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>this Agreement. Records of mileage shall be submitted monthly on the form provided by the School Department.</p> <p>N. New Positions</p> <p>If any new positions other than those specified in Article 1 of this Agreement, be established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Association regarding the wages, hours, and conditions of employment for said position.</p> <p>O. Longevity</p> <p>Beginning of 15th fifteenth year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.</p> <p>Beginning of 20th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.</p> <p>Effective July 1, 2000, beginning of 25th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.</p> <p>Effective July 1, 1998 for purposes of calculating eligibility for longevity, the first full school year of employment is defined by a teacher receiving compensation prior to the sixteenth (16th) work day of that year.</p> <p>P. School Centered Decision Making Credits</p> <p>A teacher having served actively (80% attendance) as a member of a School Centered Decision Making</p>	<p><i>be submitted no later than June 30 of each year.</i></p> <p>Delete Existing Provision.</p> <p>Delete Existing Provision.</p> <p>Delete Existing Provision.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>Team for one half year, will receive three credits. At the end of each half year, the chairperson of each Team will forward a list of those who have actively served to the Executive Director of Human Resources and such credit will be entered in the teacher's record. These credits may be used independently or combined with other eligible credits for advancement on the salary schedule. In addition, teachers will receive reimbursement for out-of-pocket expenses at the flat rate per school year, half of which is payable February 1st and the remaining half June 15th:</p> <p style="padding-left: 40px;">Effective July 1, 1998 — \$290.00 Effective July 1, 1999 — \$292.00 Effective July 1, 2000 — \$308.00</p> <p>Teachers on Level VU shall receive an additional compensation in their base pay upon earning 15 SCDM credits: 7/1/98, \$616; 7/1/99, \$634; 7/1/2000, \$653.</p> <p>Q. The School Committee and the Association agree Speech and Hearing Therapists may perform additional work subject to the following conditions:</p> <ol style="list-style-type: none"> 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. 	<p><i>I. Speech and Hearing Therapists – Additional Work. The Parties</i> agree Speech and Hearing Therapists may perform additional work subject to the following conditions:</p> <ol style="list-style-type: none"> 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. 	

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<p>3. The hourly rate of pay shall be \$35.95 effective 7/1/98, \$37.03 effective 7/1/99 and \$38.14 effective 7/1/2000 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.</p> <p>4. Voluntary additional work may be performed during the following times:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.</p> <p style="padding-left: 40px;">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.</p>	<p>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.</p> <p>4. Voluntary additional work may be performed during the following times:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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 Day. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.</p> <p style="padding-left: 40px;">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.</p>	

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>R.—Effective July 1, 1998 each non-commissioned officer teacher will receive the stipend detailed in Appendix B 6 of the Agreement. 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</p> <p>If the 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 detailed in Appendix B 6 of the Agreement.</p> <p>S. The School Department 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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>Delete Existing Provision.</p>	
<p>ARTICLE 28 – REDUCTION IN FORCE PROCEDURE</p> <p>This Article Applies Only To Teachers With Professional Status</p> <p>A. If the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth, to make such decisions that a reduction in the number of teachers employed is necessary or that a particular type of teaching service should be discontinued, the following policy</p>	<p>ARTICLE 28 – REDUCTION IN FORCE PROCEDURE</p> <p>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</p>	

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<p>for reduction in personnel will be used.</p> <p>B. Whenever possible, reduction will be accomplished by attrition. If a position becomes vacant it will be eliminated or a qualified teacher will be transferred to that position, in order to lessen the impact of any reduction in force.</p> <p>C. A teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is qualified to fill.</p> <p>D. If a further reduction is to take place teachers shall be laid off by discipline. For the purposes of this Article disciplines shall be:</p> <ol style="list-style-type: none"> 1. Elementary 2. English 3. Social Studies 4. Science 5. Mathematics 6. Music 7. Art 8. Foreign Language 9. Business Education 10. Physical Education 11. Industrial Arts 12. Home Economics 13. Guidance 14. Occupational/Vocational Ed. 15. Reading 16. Media Services (Librarians) 17. Health 18. Environmental Ed. 19. Bilingual (Elem. & Secondary) 20. English as a Second Language 	<p><i>district, system priorities, and the effect of Teacher evaluations on student learning outcomes.</i></p>	

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<p> 21. Visual Handicapped 22. Deaf 23. Speech 24. Special Education 25. Adjustment Counselors 26. Psychological Examiners 27. Vocational Ed. Counselors 28. Evaluation Team Leaders </p> <p> In accomplishing layoffs within a discipline, certification(s) will be reviewed and the teacher with the least length of service within the discipline will be laid off, unless the teacher chooses to displace another less senior teacher under Section E of this Article. </p> <p> E. A teacher scheduled to be laid off will be allowed to displace a less senior teacher in another discipline under the following limited circumstances: </p> <p> 1. If the teacher scheduled to be laid off is in a discipline that does not have a separate State Department Certification, the teacher will be reviewed if he so chooses, as outlined in Section 4 in the discipline(s) in which the teacher has certification. </p> <p style="text-align: center;">OR</p> <p> 2. If a teacher scheduled to be laid off has taught for an entire semester in another discipline during his continuous employment in the Springfield Public Schools, the teacher will be reviewed if he so chooses as outlined in Section D, in that discipline(s). </p> <p> 3. A teacher may exercise rights under either </p>		

CURRENT CONTRACT	FCB LAST BEST OFFER	COMMENTS
<p>Section E1 or Section E2 only.</p> <p>4. A teacher notified of possible layoff under Section D and wishing to exercise rights under Section E must notify the Superintendent of Schools in writing within ten (10) calendar days of receipt of notification that the teacher desires to exercise such rights. The teacher will clearly indicate in his written request which other discipline(s) the teacher believes he/she has rights to displace under Section E. If the teacher fails to exercise those rights in writing within ten (10) calendar days of his receipt of layoff notification, he loses all rights under Section E.</p> <p>F. For the purposes of this Article total time in the Springfield School System in months and days in the bargaining unit shall be used to compute an employee's length of service within any disciplines set forth above. Part-time employees will have their length of service computed as if they were full-time employees. However, effective July 1, 1982, part-time employment will be treated on a pro-rata basis for purposes of determining length of service. (e.g. A teacher working on a half-time basis after July 1, 1982 will earn one-half a year seniority for each full year spent teaching half-time.)</p> <p>1. Teachers will hold seniority, as above defined, only in the single discipline in which they are teaching on February 1, of a school year. If teaching two or more subjects, the subject in which they devote the majority of their teaching time that year will determine the single discipline as outlined above. Time spent on any authorized leave of absence will not count as a break in service, and seniority will accumulate during such periods.</p>		

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<p>2. Any employee of the Springfield Public Schools who is a member of Bargaining Unit B and returns to this Bargaining Unit A shall have his length of service computed in the following manner: Time spent as a non-tenured Unit B employee up to a maximum of three (3) years shall be forgiven. The remainder of their Unit B service shall be subtracted from their prior Unit A length of service and the difference shall constitute their Unit A length of service upon returning to this Bargaining Unit A. (e.g. An employee taught in Unit A for thirteen (13) years and then went to Unit B. He attained tenure in Unit B after three years and continued in Unit B for four (4) more years, for a total of seven (7) years in Unit B. The three (3) years spent earning tenure in Unit B are not counted. The four (4) years in Unit B after tenure are subtracted from the thirteen (13) years of original Unit A service. Thus, upon returning to Unit A he has nine (9) years of length of service.)</p> <p>Teachers who are to be laid off will be notified of this fact as soon as possible, but not later than May 15th of the school year preceding the school year in which the reduction in force is to take place.</p> <p>3. In cases of identical length of service a lottery system shall be used to determine seniority.</p> <p>The School Committee agrees to provide the Association with a seniority list by March 1, of each year.</p> <p>G. If a position outlined in Article 1 (Recognition) is created or becomes vacant while there are teachers on lay off the following procedure will be followed:</p>		

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<p>1. If the position is in a discipline where teachers have been laid off then teachers laid off in that discipline will be given an opportunity to fill that position prior to other applicants, as long as they are certified and qualified, If more than one teacher is laid off in that discipline the opening shall be offered in order of length of service.</p> <p>2. If the position is other than a classroom teaching position and is in a discipline in which there has been no lay off, then teachers will first be given the opportunity to fill the position as long as they are certified and qualified, If more than one teacher is laid off, the opening shall be offered in order of length of service if they are certified and qualified.</p> <p>3. If there is any open position, and a laid-off teacher is certified and qualified for the position, then that teacher will be given the opportunity to fill that opening prior to consideration by other applicants. If more than one teacher on lay off is certified and qualified, the opening shall be offered in order of length of service.</p> <p>4. In administering this and subsequent paragraphs, a teacher who has been laid off shall have recall or preference rights only for twenty-four (24) months from the date of the teacher's most recent lay off. After that date, a teacher will have no recall or preference rights, but will be considered if the teacher so indicates, for any openings in the same manner as new applicants. Notwithstanding any other language in this Article to the contrary, a teacher on lay off who refuses two positions in any period prior to the twenty-four (24) months after lay off will be removed from any consideration for an opening. Such a teacher will be considered as a</p>		

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<p>new applicant for any vacant or created position.</p> <p>H. A teacher on lay off will not accrue additional length of service credit or other privileges during the period of this lay off nor will time spent on lay off count toward length of service or other privileges in subsequent lay off. A teacher recalled to service within twenty four (24) months shall be entitled to all benefits and rights enjoyed prior to lay off.</p> <p>I. Teachers on lay off will be called to substitute in areas in which they are qualified to teach, if they choose to be so recorded. In addition, teachers on layoff will be called before other substitutes are called. Teachers called under this provision will receive the same remuneration and benefits afforded other day to day substitutes.</p> <p>J. Teachers on lay off shall be permitted to maintain group insurance benefits under terms of the City of Springfield's Group Insurance Plan, during the twenty-four (24) month recall period. The teacher desiring to maintain said benefits must pay 100% of the cost of such benefits on a monthly basis.</p>		
<p>ARTICLE 29 – AMENDMENTS</p> <p>This Agreement may be amended only by mutual and voluntary written consent of the parties and by no other manner whatsoever.</p> <p>No Amendment shall be binding upon the parties until it has been duly executed in writing by the Committee and the Association.</p>	<p><i>Delete Existing Article 29 (See FCB New Article 33 – Stability of Agreement.</i></p>	
<p>ARTICLE 30 – SAVING CLAUSE</p>	<p>ARTICLE 29 – SEPARABILITY</p>	

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<p>If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.</p> <p>In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.</p>	<p><i>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.</i></p>	
<p>ARTICLE 31— RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS</p> <p>During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike or work stoppage. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.</p>	<p>ARTICLE 30 – RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS</p> <p>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, <i>slowdown or withholding of services</i>. Employees who participate in any such act may be disciplined or discharged without recourse to <i>grievance or</i> arbitration; provided, however, that the question of their application shall itself be subject to the Grievance and arbitration procedure.</p>	
<p>ARTICLE 32 – GRIEVANCE PROCEDURE</p> <p>The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established:</p> <p>A. Definition</p> <p>1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or</p>	<p>ARTICLE 31 – GRIEVANCE PROCEDURE</p> <p>The prompt, informal and confidential adjustment and settlement of Grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established:</p> <p>A. Definition</p> <p>1. A Grievance is a claim by <i>a Teacher</i> that there has been a violation <i>of an express, written provision of this Agreement relating to wages,</i></p>	

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<p>violation of the Rules and Regulations of the School Committee.</p> <p>2. As used in this Article, the term "employee" means (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Association.</p> <p>B. General Provisions</p> <p>1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representative in any formal steps of the Grievance Procedure.</p> <p>2. A grievance as defined in A above must be presented for disposition through the Grievance Procedure within fifteen (15) school days of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.</p> <p>3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.</p> <p>4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.</p> <p>5. Time limits at any step may be extended by mutual agreement.</p> <p>6. All written communications, documents and records relating to any grievance will not become a</p>	<p><i>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.</i></p> <p>B. General Provisions.</p> <p>Delete Existing Provision.</p> <p>1. A Grievance as defined in Section 31 A above must be presented for disposition through the Grievance Procedure within fifteen (15) school days of the occurrence of the Grievance or the first knowledge of its occurrence, whichever is later.</p> <p>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.</p> <p>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.</p> <p>4. Time limits at any step may be extended by mutual written agreement.</p> <p>5. All written communications, documents and records relating to any Grievance will not become a</p>	

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<p>part of the employee's personnel file.</p> <p>7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.</p> <p>8. The Association shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.</p> <p>9. 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.</p> <p>C. Procedures</p> <p>Step 1 - Informal Discussion</p> <p>An employee and an Association representative (if the employee so desires) shall first discuss the problem with the school official serving as the employee's immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the employee.</p> <p>Step 2 - Principal or Immediate Supervisor</p> <p>If the matter is not satisfactory adjusted by an informal discussion, the employee may submit the grievance in writing to the principal or his immediate supervisor. 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.</p>	<p>part of the Teacher's personnel file.</p> <p>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.</p> <p>7. The Association shall have the right to initiate a Grievance at any appropriate step of the Grievance Procedure.</p> <p>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.</p> <p>C. Procedures.</p> <p>Step 1 - Informal Discussion</p> <p>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.</p> <p>Step 2 - Principal or Immediate Supervisor</p> <p>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</p>	

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<p>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.</p> <p>Step 3- Superintendent of Schools</p> <p>If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2 to the Superintendent of Schools 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.</p> <p>The Superintendent of Schools 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.</p> <p>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.</p> <p>The Superintendent shall communicate this decision in writing together with the supporting reasons, to</p>	<p>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.</p> <p>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.</p> <p>Step 3 - Superintendent of Schools</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The Superintendent shall communicate this decision</p>	

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<p>the employee and the Association within ten (10) school days after receiving the appeal.</p> <p>The administrator present at the conference shall also receive a copy of any decision at this level.</p> <p>Step 4 – Arbitration</p> <p>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 School Committee.</p> <p>Within seven (7) days after such written notice of submission to arbitration, the School Committee 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 thirty days following the Superintendent's written decision in STEP 3 above.</p> <p>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.</p>	<p>in writing together with the supporting reasons, to the employee and the Association within ten (10) school days after receiving the appeal.</p> <p>The administrator present at the conference shall also receive a copy of any decision at this level.</p> <p>Step 4 - Arbitration</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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<p>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.</p> <p>The decision of the arbitrator shall be binding upon the School Committee, the Association, and the aggrieved teacher.</p> <p>Fees and expenses of the arbitrator shall be shared equally by the School Committee and the Association.</p> <p>The Committee agrees that it will apply to all substantially similar situations the decision of any arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to the grievance denied by the decision of an arbitrator.</p>	<p>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. <i>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.</i></p> <p>Fees and expenses of the arbitrator shall be shared equally by the Committee and the Association.</p>	
<p>ARTICLE 33 – CHAPTER 656</p> <p>This collective bargaining agreement shall be subject to, and incorporate the provisions of, Section 6 of Chapter 656 of the Acts of 1989, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or School Department be subject to and incorporate the provisions of said Section 6.</p>	<p>ARTICLE 32 – CHAPTER 656</p> <p>This Agreement shall be subject to, and incorporate the provisions of, Section 6 of Chapter 656 of the Acts of 1989. <i>The Parties acknowledge that this Article is not subject to the Grievance and arbitration provisions of this Agreement.</i></p>	
<p>No Such Provision (See Article 29 – Amendments)</p>	<p><i>ARTICLE 33 – STABILITY OF AGREEMENT</i></p>	

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	<p><i>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.</i></p> <p><i>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.</i></p>	
No Such Provision.	<p>ARTICLE 34 – RESIDENCY AND SCHOOL ENROLLMENT</p> <p><i>The Committee’s policy is to encourage Teachers to reside in Springfield. Therefore, when Teachers are hired, are assigned, request transfers, 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 go 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 go to the candidate with children attending school in the School District.</i></p>	

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<p>ARTICLE 34 – DURATION</p> <p>Except as otherwise specified in this Agreement or attached Appendices, this Agreement shall be effective as of July 1, 1998 and shall continue and remain in full force and effect until June 30, 2001. The parties agree that not later than October, 2000 they shall enter into negotiations for a successor agreement to become effective as of July 1, 2001.</p>	<p>ARTICLE 35 – DURATION</p> <p><i>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 regulation 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.</i></p>	
<p>No Such Provision.</p>	<p>APPENDIX 17 - HEALTH, SAFETY, AND SECURITY</p> <p><i>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.</i></p> <p><i>2. All visitors to Schools must first report to the <u>Front Office</u> and present verifiable identification and then be issued a Visitor Badge that must be prominently displayed on their person while at</i></p>	<p>TENTATIVE AGREEMENT</p> <p>TENTATIVE AGREEMENT</p>

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	<p><i>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.</i></p> <p><i>3. All reasonable efforts shall be made to keep Schools safe and secure (e.g., designate one door at each school for all deliveries).</i></p> <p><i>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.</i></p> <p><i>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).</i></p> <p><i>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</i></p>	<p>TENTATIVE AGREEMENT</p> <p>TENTATIVE AGREEMENT</p>

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	<p><i>system and the School will make every effort to address violence prevention while maintaining normal school operations and the working conditions under this Agreement.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>7. Building renovation (Renovation will be defined as structural changes or demolition that generate noticeable amounts of particulate matter and/or fumes).</i></p> <p><i>a. Establish communications between all Parties involved with building renovations to prevent potential Indoor Air Quality problems.</i></p> <p><i>b. Develop a forum for occupants to express concerns about renovations as well as a program to resolve Indoor Air</i></p>	<p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p> <p>TENTATIVE AGREEMENT WITH MINOR MODIFICATIONS</p>

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	<p>Quality issues.</p> <p><i>c. Develop a notification system for School occupants immediately adjacent to construction activities to report odors and/or dust problems.</i></p> <p><i>d. Have concerns relayed to the contractor in a manner to allow for a timely remediation of the problem.</i></p> <p><i>f. When possible, schedule School projects, which produce large amounts of dusts, odors and emissions during unoccupied periods or low periods of occupancy.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>	