

**Memorandum of Agreement
between the Springfield Public Schools
and the
Springfield Education Association / MTA / NEA
on the Establishment of Pilot Schools**

I. Establishing Pilot Schools

The Springfield Public Schools (SPS) and the Springfield Education Association (SEA) are sponsoring the establishment of innovative pilot schools within the District. The purpose of establishing pilot schools is to provide models of educational excellence that will help to foster widespread educational reform throughout all Springfield Public Schools. The Pilot Schools are a voluntary model, based on teacher empowerment, parent engagement, and student achievement. The parties hope to improve dramatically the educational learning environment and thereby improve student performance.

IA. SEA/SPS Pilot School Steering Committee

The functioning of the Commonwealth Pilot Schools, Voluntary Pilot Schools and the SEA/SPS Contract Turn-Around School Pilot Schools in Springfield will be overseen by the SEA/SPS Pilot School Steering Committee. This joint committee will consist of the Superintendent of Schools, the President of SEA and additional members consisting of equal numbers of SEA members and SPS leadership. This committee shall, among other duties, be responsible for overseeing the development of all Pilot Schools, to develop an RFP and RFP process for the voluntary pilot schools, select up to three volunteer pilot schools, ensure that each Pilot school has a functioning Governing Board, receive agenda and minutes of Governing Board meetings, hear updates from each governing board twice each year, hear and try to mediate any grievances not settled through the pilot school's internal appeals process, and other responsibilities outlined in the 2005-2010 Agreement between SEA and SPS. The Superintendent and the SEA President will be notified seven working days in advance of any secret ballot vote identified in this Agreement. The committee will work by consensus whenever possible, but a majority vote will carry when consensus can not be reached.

II. Establishing Commonwealth Pilot Schools

There will be established up to three Commonwealth Pilot Schools, as defined by the Massachusetts Department of Education. Commonwealth Pilot Schools will be established and approved by the Massachusetts Department of Education.

III. Establishing Voluntary Pilot Schools

There may be up to three Voluntary Pilot Schools by September 2009 unless both parties agree to establish more. Any existing SPS school may convert to a voluntary pilot school if a minimum of eighty percent of SEA faculty working in the school vote to attain pilot status, and if the school submits a pilot proposal to the Steering Committee. The establishment of voluntary start-up Pilot Schools will be pursuant to the issuing of Requests for Proposals (RFP). The RFP will be developed and reviewed by a district-wide Steering Committee, which includes equal representation from SPS and SEA. No voluntary Pilot School shall be established without the approval of the Steering Committee and the SPS School Committee.

IV. Student Access to Pilot Schools

Pilot schools will be open to students in accordance with the SPS student assignment plan. Pilot schools will operate with an average school-based per pupil budget, plus a startup supplement from the state or other third party, and will have greatly increased decision-making authority, including authority over budget, staffing, curriculum/assessment, governance/policies, and schedule, as described in Appendix A for Commonwealth Pilot Schools and Appendix B for Voluntary Pilot Schools.

V. Employees' Union Status

Teachers, guidance counselors, and all other employees at pilot schools who fall under the jurisdiction of the SEA contract throughout the school system will maintain their full status as members of the SEA bargaining unit and as employees of the district. These employees shall accrue seniority in the system and shall receive at a minimum, the salary, benefits, and seniority accrual established in the SEA contract. Teachers who work in Pilot Schools may adopt work rules that are different than in the SEA contract, as long as these work rules are included in an "election-to-work agreement (EWA)" that is approved by the governing board and SEA membership at the Pilot School in a secret ballot vote.

VI. Election to Work Agreement

A. The parties agree that a teacher work year schedule (including length of work year, length of work day, professional development time in and out of school, and summer work) shall be annually approved by the Governing Board of each Pilot school and approved by secret ballot vote of the SEA members at the Pilot School, in the form of an "Election to Work Agreement." Each Pilot school should develop a process of developing the election-to-work agreement that ensures faculty input prior to consideration by the Governing Board. This document should include the following information:

- the length of the school day and school year;
- the amount of required time beyond the regular school day;
- any additional required time during the summer or school vacations;
- any other duties or obligations beyond the requirements of the SEA contract; and
- the working conditions or rules that are different from the SEA contract.

B. Prior to the first year of the Pilot school the design team will approve the election-to-work agreement for the coming year followed by approval by the faculty who wish to remain at the school, by secret ballot vote, overseen by an elected SEA representative. Prior to the start up year of each pilot school the election to Work Agreement must be in place before the first date when employees have to state their intention to go into the transfer process.

C. For each year after the start up year, the Election to Work Agreement must be approved by the Governing Board no later than February 15 of the previous school year. Once approved by the Governing Board, the affected SEA bargaining unit staff must vote by a simple majority to approve the Election to Work Agreement prior to it taking effect. If a simple majority vote is not reached, through a secret ballot vote administered by an elected SEA representative, the Agreement will be returned to the Governing Board for reworking and re-approval, and a subsequent SEA bargaining unit

staff secret ballot vote administered by an elected SEA representative will occur. If an Election to Work Agreement for an upcoming school year has not been approved by March 15, the previous year's schedule shall remain in place. Approved agreements shall be given to all SEA bargaining unit staff in the school, the Superintendent, the SEA President, and to newly hired SEA staff prior to his/her employment at the Pilot School. All SEA employees in a pilot school must sign the annual election-to-work agreement. All SEA employees in Pilot Schools will be required to work the full work day/work year as prescribed by the terms of the approved Election to Work Agreement and the approved individual pilot school proposal. SEA employees who are required to work additional hours above and beyond the Agreement between the Springfield School Committee and the SEA, as defined in the Election to Work Agreement, must be paid for these additional hours by the school through its normal District allocation or other money made available to the school by outside funders, using the contractual per-diem rate for instructional time and the workshop rate for other time. Putnam and Duggan will receive some District funds during the 2008-2009 academic year for additional hours, but in the 2009-2010 year any additional hours must be paid by the school through its normal District allocation or other money made available to the school by outside funders.

D. All employees shall work in Pilot Schools on a voluntary basis and upon request shall be granted a transfer to a regular SPS school at the end of any school year. Pilot Schools shall continue to follow state and federal laws and regulations, but shall otherwise strive for a model of collaboration and shared decision-making at the school site, embodying freedoms from locally imposed constraints. No SEA member may be laid off or forced to work in an area outside of their license as a result of the existence of Pilot Schools. The Principal of a Pilot school can not exit PTS teachers who have unsatisfactory evaluations.

VII. Governing Board

A. Each pilot school shall be governed by a Governing Board. The number of educators on the Governing Board shall be one more than the total of the parent, community and school administration members on the Board (at Putnam Vocational-Technical High School, SEA faculty representation should be evenly divided between academic and vocational staff). The responsibilities of the Governing Board are as follows: set the school vision, approve the annual budget, approve the annual election-to-work agreement prior to approval by the SEA members in the Pilot School, recommend the hiring of the principal, and manage the annual principal evaluation, with the understanding that the Superintendent ultimately completes the evaluation of the principal. The SEA and Springfield Administrators Association representatives to the Governing Board should be elected by members of each bargaining unit in a secret ballot election administered by the President of the SEA or SAA respectively, or their designee.

B. Announcements of Governing Board meetings will be posted publicly, and include the agenda of the meeting. Agendas of the upcoming meeting and minutes of the previous meetings will be provided to the Superintendent and the President of the SEA prior to each meeting. Twice a year, each school's Governing Board will meet with the District Pilot School Steering Committee to provide an update on the school's progress.

C. The Governing Board of each pilot school shall also develop an internal appeals process to allow any staff member to raise issues, concerns, or problems. The internal appeals process shall be submitted to a SPS-SEA Steering Committee for approval. The internal appeals process shall be provided in writing to all SEA staff members.

D. When a dispute between a staff member(s) and the administration, a staff member(s) and the Governing Board, or amongst governing board members is not able to be resolved through the school's internal process, the dispute may be appealed to the Superintendent and the SEA President. The appeal shall be in writing, and shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at the school level

The Superintendent, the SEA president, and two additional panel members chosen by each of them shall meet and confer with the aggrieved employee or board member 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. A decision shall be made and provided within ten days of the hearing.

E. Issues concerning the Election to Work Agreement or the SEA contract not resolved at the school level may go to mediation and/or the above process before being filed at Step 3 of Article 32, Grievance Procedure. If not resolved at Step 3, the Association may bring the grievance to arbitration

VIII. Intervention Process

If either the SEA President or the Superintendent of Schools becomes concerned about the functioning of a Pilot School they shall notify each other and the SPS/SEA Pilot School Steering Committee shall meet to decide how to proceed. Nothing would preclude the Superintendent talking to the administration or the SEA president talking to the teachers to gather information prior to notification to the other. Once it is decided to intervene in a school both the Superintendent and the SEA president will attend a Governing Board meeting and a faculty meeting and notify them of the plan for the intervention. A committee from within the school including SEA representatives elected specifically for this process, administrators, parents and community members (if available) will be chosen to work with the Steering Committee to help carry out the intervention.

IX. Process for Developing a Conversion Pilot School

The process for becoming a pilot school needs to be empowering for all of the staff in a school. The basis for this empowerment must be information sharing, communication, transparency, true collaboration, and a safe environment. Therefore when a school community is interested in the idea of becoming either a Commonwealth Pilot School or a voluntary Pilot School the following steps shall be taken:

1. All staff will be notified at a faculty meeting that a group of people at the school are considering the idea of a pilot school.
2. All staff will be invited to become part of an Exploratory Committee, and the SEA building reps will all be welcomed to be on the committee. The committee will organize no less than two Extended Day meetings for the staff prior to any vote. These meetings shall include:

- A presentation by one of the Pilot Schools in Springfield, including both faculty and administration.
 - A presentation by the SEA President or designee and Superintendent to explain the Agreement and process, and provide any district based documents
 - A presentation about how Pilot Schools are developed and the theory behind them, including written information about Pilot Schools
 - An open, safe facilitated discussion amongst the staff with outside facilitators to ensure all voices are heard and questions are answered.
3. The Exploratory committee will then ask the SEA President or designee to administer a secret ballot vote asking: Do you agree that the school shall continue to explore the idea of becoming a pilot school? ___yes ___no.
 4. If the faculty votes by a 80% margin to continue, the Design committee will be developed. This committee will be representative of the school, all faculty reps (including TLs and ILS) will be elected from amongst the faculty in a secret ballot election administered by an elected SEA representative.
 5. The Design committee shall develop the school's proposal for the District Steering Committee, if a Voluntary Pilot School, or the DOE panel, if a Commonwealth Pilot School.
 6. The Design committee shall ensure that there is ongoing, open discussion with the faculty about the plan, with updates and discussion at least once per month.
 7. Once a design is completed and the work agreement is developed a final presentation will be made to staff.
 8. For Commonwealth Pilot School, the faculty will receive a copy of the plan when it is forwarded to the DOE. For Voluntary Pilot Schools, the faculty will receive a copy of the plan when it is forwarded to the SPS/SEA Steering Committee.
 9. The faculty who wish to remain in the school the following year will vote to approve the Election to Work Agreement in a secret ballot election administered by an elected SEA representative.

This Memorandum of Agreement will be reconsidered in 18 months.

For the Springfield Public Schools

//s Joseph Burke
Superintendent

May 7, 2008
Date

For the Springfield Education Association

//s Timothy Collins
President

May 7, 2008
Date

APPENDIX A
SPRINGFIELD COMMONWEALTH PILOT SCHOOLS
FIVE PILOT SCHOOL AREAS OF AUTONOMY

1. **Staffing:** Pilot schools have the freedom to hire and excess their staff in order to create a unified school community. This includes:
 - Deciding on staffing patterns which best meet the academic, social, and emotional needs of students
 - Hiring staff that best fit the needs of the school, regardless of their current status (member of the district or not, although every teacher hired becomes a member of the local teachers union)
 - Excessing staff (into the district pool) that do not fulfill the needs of the school (as long as they have satisfactory evaluations)
2. **Budget:** Pilot schools have a lump sum per pupil budget in which the school has total discretion to spend in the manner that provides the best programs and services to students and their families. This includes:
 - A lump sum per pupil budget, the sum of which is equitable to other district schools within the grade span
 - The district has itemized all central office costs, and allows Pilot schools to choose to purchase identified discretionary district services or to not purchase them and include them in the school's lump sum per pupil budget.
3. **Curriculum and Assessment:** Pilot schools have the freedom to structure curriculum and assessment practices to best meet students' learning needs. While all Pilot schools are expected to administer any state-required test, these schools are given the flexibility to best determine the school-based curriculum and assessment practices that will prepare students for state assessments. This includes:
 - Schools are freed from local district curriculum requirements (as long as the school's curriculum meets or exceeds in rigor that of the district, and is aligned to the state frameworks in core academic subjects).
 - Graduation requirements are set by the school, not by the district (as long as the school's curriculum meets or exceeds that of the district), with an emphasis on competency-based, performance-based assessment.
4. **Governance and Policies:** Pilot schools have the freedom to create their own governance structure, while following state requirements on school councils. This includes:
 - The school's governing board takes on increased governing responsibilities, including the school vision, principal selection and evaluation (with the superintendent having final authority), budget approval, and setting of annual work conditions with the approval of the SEA members in the Pilot school by Secret ballot vote.
 - Pilot schools have the freedom to decide on the professional development in which faculty engage, including the ability to bank all professional development and parent conferencing hours and use them in different time periods.

- The school has flexibility to be freed from all district policies, and set its own policies that the school community feels will best help students to be successful, as long as they meet or exceed those of the district, or in the case of promotion, have a sound rationale for divergence. This includes policies such as promotion, graduation, attendance, and discipline policies.
5. **School Calendar:** Pilot schools have the freedom to set longer school days and calendar years for both students and faculty provided that the SEA employees who are required to work additional hours/days will be compensated as defined in the MOA. In particular, research supports a correlation between faculty planning time spent on teaching and learning and increased student achievement. Scheduling which allows for summer and school year faculty planning time contributes to a more unified school community and educational program. This includes:
- Organizing the school schedule in ways that maximize learning time for students and planning time for faculty (e.g., longer days Monday through Thursday in order to have half-days for students on Fridays, enabling faculty to have a significant planning and professional development block every Friday afternoon).

APPENDIX B
SPRINGFIELD VOLUNTARY PILOT SCHOOLS
FIVE PILOT SCHOOL AREAS OF AUTONOMY

1. **Staffing:** Pilot schools have the freedom to hire their staff in order to create a unified school community. This includes:
 - Deciding on staffing patterns and job descriptions which best meet the academic, social, and emotional needs of students
 - Hiring staff that best fit the needs of the school, regardless of their current status (member of the district or not, although every teacher hired becomes a member of the local teachers union) consistent with DOE licensure regulations.
 - Excessing staff (into the district pool) whose positions are not needed at the school or have asked to be moved from the Pilot school (as long as they have satisfactory evaluations).

6. **Budget:** Pilot schools have a lump sum per pupil budget in which the school has total discretion to spend in the manner that provides the best programs and services to students and their families. This includes:
 - A lump sum per pupil budget, the sum of which is equitable to other district schools within the grade span
 - The district has itemized all central office costs, and allows Pilot schools to choose to purchase identified discretionary district services or to not purchase them and include them in the school's lump sum per pupil budget.

7. **Curriculum and Assessment:** Pilot schools have the freedom to structure curriculum and assessment practices to best meet students' learning needs. While all Pilot schools are expected to administer any state-required test, these schools are given the flexibility to best determine the school-based curriculum and assessment practices that will prepare students for state assessments. This includes:
 - Schools are freed from local district curriculum requirements (as long as the school's curriculum meets or exceeds in rigor that of the district, and is aligned to the state frameworks in core academic subjects).
 - Graduation requirements are set by the school, not by the district (as long as the school's curriculum meets or exceeds that of the district), with an emphasis on competency-based, performance-based assessment.

8. **Governance and Policies:** Pilot schools have the freedom to create their own governance structure, while following state requirements on school councils. This includes:
 - The school's governing board takes on increased governing responsibilities, including the school vision, principal selection and evaluation (with the superintendent having final authority), budget approval, and setting of annual work conditions with the approval of the SEA members in the Pilot school by Secret ballot vote.
 - Pilot schools have the freedom to decide on the professional development in which faculty engage, including the ability to bank all professional development and parent

- The school has flexibility to be freed from all district policies, and set its own policies that the school community feels will best help students to be successful, as long as they meet or exceed those of the district, or in the case of promotion, have a sound rationale for divergence. This includes policies such as promotion, graduation, attendance, and discipline policies.

9. School Calendar: Pilot schools have the freedom to set longer school days and calendar years for both students and faculty provided that the SEA employees who are required to work additional hours/days will be compensated as defined in the MOA. In particular, research supports a correlation between faculty planning time spent on teaching and learning and increased student achievement. Scheduling which allows for summer and school year faculty planning time contributes to a more unified school community and educational program. This includes:

- Organizing the school schedule in ways that maximize learning time for students and planning time for faculty (e.g., longer days Monday through Thursday in order to have half-days for students on Fridays, enabling faculty to have a significant planning and professional development block every Friday afternoon) as outlined in the workplace agreement. For any additional hours employees will be paid at the per-diem rate for instructional time and a stipend that will be based on at least the minimum hourly rate multiplied by the number of hours required for non-instructional time.