

**AGREEMENT**

**BETWEEN THE**

**SPRINGFIELD SCHOOL COMMITTEE**

**AND THE**

**SPRINGFIELD EDUCATION ASSOCIATION**

**JULY 1, 2005 to JUNE 30, 2007**

**&**

**JULY 1, 2007 to JUNE 30, 2010**

**Amended for Level 4 Schools**

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## **PREAMBLE**

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

- Accordingly, the following initiatives have been undertaken by the Springfield Public Schools:
- System-wide Pupil Progressive Policy that standardizes pupil promotion and practices related to the progress of students across all schools, for all students from pre-Kindergarten through Grade 12.
- Monitoring procedures for pupil progression implementation, which includes evaluation elements for school administrators.
- Comprehensive Reading Plan for all Pre-K-12 schools.
- English Language Learners Plan for all Pre-K-12 schools.
- Comprehensive Mathematics and Science plan for all Pre-K-12 schools.
- Code of student conduct that reinforces an environment of mutual respect in schools, delineates expectations for student behavior, and establishes protocols for disciplinary action.

School and district processes for problem-solving on academic achievement and social/emotional/behavioral issues.

## **Article 1 ASSOCIATION RECOGNITION AND DEFINITIONS**

**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 elementary, K-8, Middle Schools, and Senior High Schools, therapists, psychological examiners, Occupational Therapists, Physical Therapists, Evaluation Team Leaders, Teacher Leaders, Instructional Leadership Specialists 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.

**B. Jurisdiction**

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.

**C. Definitions**

The term "Committee" as used in this Agreement means the Springfield School Committee.

The term "parties" as used in this Agreement refers to the Committee and the Association as participants in this Agreement.

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.

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.

The term "Association representative" as used in this Agreement means any duly-authorized designee of the Association.

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.

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)

## **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.

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.

## **Article 3 EXISTING CONDITIONS OF EMPLOYMENT**

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.

**Article 4**  
**FAIR PRACTICES**

**A. Employment Practices**

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 status, sexual orientation, or affiliation with other teacher organizations.
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.

**B. Affirmative Action**

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.

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 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.

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.

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.

**Article 5  
WORKING CONDITIONS**

**A. Notices and Announcements**

1. All official circulars pertaining to teachers shall be posted on the School Bulletin boards, and a copy furnished to the Association representative in each building.
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.

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.
4. A copy of teaching programs and non-teaching assignments will be posted in each school by October 1. Changes will be posted promptly.
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.

**B. School Facilities**

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.
2. Every school building shall have at least one (1) furnished teacher's lounge.
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.
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.
5. Adequate parking facilities for teachers shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.
6. Mail boxes for teachers shall be provided in all schools.
7. When existing facilities permit, a teacher workroom shall be provided in each building.
8. Every building shall have a library within available space facilities.

9. Duplicating machines, typewriters, photocopying machines, and computers in each school shall be available to teachers to use in preparing instructional materials.
10. In all future school buildings, separate lavatory facilities shall be provided for men and women.
11. 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 policy.

**C. School Supplies**

1. Teachers shall be allowed to recommend what supplies are to be ordered.
2. Teachers shall be permitted to order supplies weekly from the office in the school. Whenever possible, as determined by the principal of the Building, floating teachers shall be allowed to pick up supplies daily.
3. The parties agree that a committee be established to recommend effective ways of ordering and distributing school supplies.
4. No teacher shall be required to purchase or otherwise provide at his/her expense, materials for student use.

**D. Marks**

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.
2. Final grades for the year shall not be reported until one (1) week before the last pupil school day, at the earliest.

**E. Lesson Plans**

The parties recognize that lesson planning is an essential element of the teaching and learning process.

1. Accordingly, there shall be established a Curricula/Instructional Planning Center for the purpose of developing outstanding lesson plans and making them available to Springfield teachers. The Curricula/Instructional Planning Center will be a joint project of the Springfield Public Schools and the Association. The Superintendent and designated senior leaders will schedule meetings

with the Association to plan the project and to track its progress. Teachers will apply for participation in the development of the center and its work.

The Curricula/Instructional Planning Center will be a repository of outstanding lesson plans, developed by Springfield teachers. These lesson plans will be standards based, include modification/adaptations, and appropriate assessments to benchmark learning and inform instruction. These lesson plans must be aligned to the Massachusetts Curriculum Frameworks, Springfield Public School District Plans, as well as scope and sequence for the specific content area(s).

Outstanding lesson plans developed outside of the Springfield District may be identified and included in this repository.

Teachers may obtain five (5) days of emergency lesson plans from the center and will provide such plans to principals and department chairs at the beginning of each school year.

The Parties agree that once a lesson plan bank through the Springfield Curricula/Instructional Planning Center has made plans available, all teachers will use lesson plans from the Center, provided, however, that teachers will not be required to use lesson plans from the Center if they do not have the instructional materials necessary to implement the plans and, further, provided that teachers may use their own standards-based lesson plans if approved by the principal. When the principal approves such lesson plans, the principal must forward the approved lesson plan for use in the Center.

2. Until the Center is fully operational, the provisions of this paragraph shall govern the required content of lesson plans.
  - a. 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 Massachusetts curriculum/frameworks and learning outcomes. Teachers should be able to relate the lesson plans to the curriculum/frameworks and/or learning outcomes, provided that each teacher will be provided with a copy of the curriculum/frameworks and the learning outcomes.
  - b. Lesson plans for each week shall be available to school administrators on the first day of the week and upon request during the week. School administrators may review a teacher's lesson plans for the required components and the quality of the overall plan. School administrators must give feedback and suggestions, when appropriate, and may require lesson plans to be modified. A follow-up review will occur to ensure that suggestions have been considered and that any required modifications have been made.

- c. Teachers will develop five (5) days of emergency plans and provide such plans to principals and department chairs at the beginning of each school year.

**F. Substitute Teachers**

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

The following teaching personnel do not receive substitute teacher coverage:

- |   |                                  |   |  |
|---|----------------------------------|---|--|
| a | Guidance Counselors              | g | Itinerant Resource Teachers                        |
| b | Adjustment Counselors            | h | Home Teachers                                      |
| c | Psychological Examiners          | i | Evaluation Team Leaders                            |
| d | Speech Therapists                | j | Occupational Therapists                            |
| e | Teachers of the Deaf             | k | Physical Therapists                                |
| f | Teachers of Visually Handicapped | l | Instructional Leader Specialists (when applicable) |

- 2. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.
- 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 \$26.82, effective 7/1/06 per class period regardless of the specific number of minutes in the period as it may vary from building to building. This amount will increase by 2.75% per year for the duration of the Contract.
- 4. Except in unusual circumstances, special and/or itinerant teachers will not be used as substitutes for regular classroom teachers.

**G. Practice Teachers**

- 1. Placement of all practice teachers, by whatever title they may be known, is processed through the Personnel Department.
- 2. Acceptance of teacher trainees shall be voluntary.

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.
4. The trainee's duties shall be determined cooperatively by the critic teacher, the principal, and the representative from the trainee's college.

#### **H. Termination of Employment**

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.

#### **I. Data Processing**

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.

All report cards, including the elementary level, will be computerized.

#### **J. School Hours and Teacher Work Day**

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.
2. The teacher work day will be seven (7) hours. The time required before and after school is included in the seven (7) hour day, except where otherwise specified in this agreement; e.g., extended day.
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.

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.

The parties agree that absent specific provisions of 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.

5. In collaboration with the Redesign, Implementation, and Monitoring Team, the Principal shall establish the master schedule for students and staff. The schedule shall be made available to employees two weeks before the beginning of the transfer process, but no later than April 15.

Changes to the schedule at Kiley for the 2010-11 school year will not be implemented before the beginning of the second quarter.

6. In collaboration with the Redesign, Implementation, and Monitoring Team, and subject to the approval of the Superintendent, the Principal will establish the work day and work year at his/her school. The work day and work year schedule shall be made available to employees two weeks before the beginning of the transfer process, but no later than April 15.

Changes to the work day and work year schedule at Kiley in the 2010-11 school year will not be implemented before the beginning of the second quarter.

7. The current work year will be extended, not to exceed a total of 165 additional hours of work per year.

At Kiley, the additional hours for the 2010-2011 work year will be based on 165 additional hours for a full year, but pro-rated according to the implementation date of this provision.

8. The Principal, in collaboration with the Redesign, Implementation, and Monitoring Team, and subject to the approval of the Superintendent, will determine how 135 (of the 165) hours will be used to implement the school's Turnaround Plan, including but not limited to such activities as extending instructional time and/or providing after school help for selected students.

9. The Principal, in collaboration with the Redesign, Implementation, and Monitoring Team, and subject to the approval of the Superintendent, may alter the beginning and ending time of the school day by up to one hour. The schedule shall be made available to employees two weeks before the beginning of the transfer process, but no later than April 15.

Changes to the hours of work at Kiley in the 2010-11 school year will not be implemented before the beginning of the second quarter.

10. ILS employees in Level 4 schools will work 195 days per year; will be placed on the ILS salary schedule; and will receive a stipend of \$2100.00 per year. ILS employees will be notified of their workyear schedules by June 1.

#### **K. After-School Meetings**

1. One day per week all teachers shall remain one hour and fifteen minutes beyond the end of the instructional day, hereinafter referred to as the "extended day."

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.

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.

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.

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 preceding paragraph.
3. Under normal circumstances, staff meetings shall not exceed one (1) hour.
4. Except in cases of emergency, teachers will be given a notice of at least seventy-two (72) hours before a meeting.
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.

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.

#### **L. Teacher Programming**

1. Teachers may express in writing to the Principal their preference of grade level, subject, department and assignment.
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.
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.
4. Homeroom and building assignments shall be rotated on an equitable basis among the entire faculty. Academic assignments shall be equitably distributed based on the intensity of student needs.
5. ~~All teachers (Early Childhood and K-8) shall have the equivalent of a daily preparation period (40 minutes minimum) each day. High school teachers shall have a daily preparation period (40 minutes minimum), except when the building master schedule does not allow for a daily preparation period, a teacher shall have the equivalent of a minimum of 200 minutes of preparation time per week. A teacher may not have more than one day each week when he/she does not have a prep period. On that day the teacher must have one full non instructional duty period.~~
5. Teachers will have a minimum of forty (40) minutes/day or the equivalent of 200minutes/week of preparation time, as scheduled by the school Principal, in collaboration with the Redesign, Implementation, and Monitoring Team.

This time must be used for planning and preparing lessons or instructional strategies. This time may be used to collaborate with other teachers or staff (no more than two times a week) for planning and preparing lessons or instructional strategies, as determined by the Principal in collaboration with the Redesign, Implementation, and Monitoring Team.

Teachers will not have more than one day per week without a preparation period. At elementary and middle schools, if a teacher does not have a preparation period, team time, or a non-instructional duty, the teacher will have a collaboration/professional development period (this will not occur more than once a week).

If resources and scheduling permit, additional preparation time may be provided.

Teachers are not authorized to leave the building while scheduled for collaborative preparation, team time, or non-instructional duty time.

6. At the K-8 and middle schools, planning time for teams shall be scheduled at least once each week.
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.
8. An effort will be made to see to it that secondary school teachers do not have more than three (3) consecutive teaching assignments.
9. Floating teachers shall be relieved of all homeroom duties whenever possible.
10. Elementary classroom teachers will not be required to compute registers.
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.

**M. Length of School Year**

1. The school calendar shall contain one hundred eighty-nine (189) scheduled days as directed by the Massachusetts Board of Education. Within this framework there shall be:

- 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. Four (4) professional development days, without students in attendance, shall be scheduled by the parties.

The Superintendent in collaboration with the Association's Committee on Professional Development plans and schedules four (4) professional development days (Article 5 M., Length of School Year 1. c. & d.). These days are designed to meet the School District's Goals and the individual schools' School Improvement Plans. Therefore, the Springfield School Committee and the Springfield Education Association agree that where an individual teacher's re-certification plan contains professional development points earned during the said four (4) days, that portion of the teacher's recertification plan will be deemed to be approved in lieu of the immediate supervisor's approval.

#### **Level 4 Schools**

The four (4) professional development days prior to the beginning of the school year shall each be 7 hours in length with two 15-minute breaks and an hour for lunch.

- d. The Superintendent in collaboration with the Association's Committee on Professional Development shall plan these professional development days contained in "c" above. The Springfield Public Schools agrees to professional development choices that are consistent with the school system's priorities as stated in the Preamble to this Agreement and that ensures that all teachers are moving toward highly qualified requirement (consistent with the State's licensure regulations and with the State's implementation plan for No Child Left Behind) by 2006.
- e. Four (4) days when schools may not be in session.
- f. The Superintendent may schedule up to two (2) additional professional development days without students to meet extraordinary requirements related to state and federal statutes. A teacher will be paid on a per-diem basis for each day required to attend.

- g. Collaboration/professional development time for all employees will be increased by thirty (30) hours per year. In collaboration with the Redesign, Implementation, and Monitoring Team, the Principal will schedule all collaboration/professional development time.

At Kiley, the increase in collaboration/professional development time for the 2010-2011 work year will be based on thirty (30) additional hours for a full year, but pro-rated according to the number of additional hours worked. Any collaborative/professional development time worked above the pro-rated hours will be paid at the stipend/hourly rate.

- h. Each teacher must prepare and submit a Professional Development plan each year that is consistent with the school system's priorities and ensures that all teachers are moving toward and/or maintaining "highly qualified" status. The Professional Development plan must be approved by the Principal no later than October 15<sup>th</sup>. Teachers are accountable for effectively implementing in their classroom the approved professional development plan.

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.
3. The day before Thanksgiving, the day before Christmas vacation and the last day of school shall be half days for students and teachers.
4. The Office of the Superintendent and the Association shall jointly plan and schedule an orientation program for teachers new to Springfield.
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.

**N. Pupil-Teacher Ratio**

Pupil-teacher ratios in the Springfield Public Schools computed on a building by building basis are:

Kindergarten	23-1*
Grade 1-6	28-1*

Grade 7-12 21-1

Putnam Vocational Technical High School

Academic Classes 25-1

Shop Classes 17-1

**\*See Memorandum of Agreement relative to smaller instructional units in basic skills.**

Method of Computation:

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.

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:

1. Maximum class size:
  - a. 2000 - 2001 Kindergarten 25
  - b. 2001 - 2002 Kindergarten 25 & 1st grade 25
  - c. 2002 - 2003 Kindergarten 25 & 1st grade 25 & 2nd grade 25
  - d. 2003 - 2004 Kindergarten 25 & 1<sup>st</sup> Grade 25 & 2<sup>nd</sup> grade 25 & 3<sup>rd</sup> grade 25

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.
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.
4. The sheltered English immersion model requires two (2) teachers in a classroom, and these classes will have up to fifteen (15) students per teacher.
5. Federal and state regulations for special education shall supersede class size maximums and in some instances will be lower (see Article 8 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.
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.
7. The Parties will re-examine and negotiate this Section N in the next Agreement.

**O. Teacher Licensure**

No teacher covered by this Agreement shall be employed unless licensed by the Massachusetts Department of Education or granted a waiver by the State Department of Education.

Teachers shall be assigned to teach in their area of licensure as determined by the regulation of the State Department of Education. Teachers will be allowed to teach outside his/her area of licensure 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. Parent-Teacher Conferences**

1. 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).
2. Employees will be required to communicate regularly with the parents/guardians of their students when directed to do so by the Principal, in collaboration with the Redesign, Implementation, and Monitoring Team. This communication will be documented in a manner decided by the Principal. This communication may include formal conferences, less formal meetings, emails, letters and phone calls. Employees will be provided with instruction as to the proper use of email when communicating with parents and guardians.

**Q. Conditions of Instruction and Responsibilities of Teachers**

1. Unannounced visits by the principal and/or assistant principal(s) are to be anticipated.
2. The parties agree that a teacher's primary function is to teach, therefore:
  - a. Every effort will be made to limit class interruptions.
  - 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.

- c. Except in emergency situations, teachers shall not be required to assume any office duties in the event of absence of office personnel.
  - 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 elementary school teacher shall not be required to prepare each evaluation of a pupil more than once.
  - e. Instances when teachers are expected to toilet-diaper or toilet train students will be limited to unusual circumstances.
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 policies 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 May 30 of each year.
  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:
    - 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)

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, psychological examiners, mediators.

Teacher/Parent Communication: The Association agrees that teacher-parent communication is a crucial element of a successful educational program. Further, both parties encourage parents to make full use of the existing potential for parent-teacher conferences. In order to assist the teacher-parent responsibility of communicating, the following shall occur:

- a. Teachers' scheduling of parental conferences shall be given first priority by building principals.
- 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.
- c. The Association shall provide the Parent Information Center and the Guidance Office at each school with sufficient copies of the above-referenced pamphlet.
- 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.
- e. The Agenda for every PTO meeting will include a reminder to parents about how to schedule a conference.
- f. Teachers will provide a list of open appointments for conferences to parents on Open House and the other evening meeting.
- g. The Association, Superintendent and the School Committee will produce public service 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.
- 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.

Teachers have an obligation to respond to parental requests for conferences as promptly as possible.

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.

5. Upon implementation of the turnaround plan, all teachers must be licensed in ESL or ELL (as of June 2003) or complete SEI category training within two (2) years of employment in a Level 4 school. The School Committee will provide the required SEI category training at no cost to the teachers. If the training is conducted outside the workday/workyear, the teacher will be compensated at the workshop rate. The deadline for completing the SEI category training will be extended for any teacher who was unable to complete the requisite training within two years if: 1) there were fewer than two available training options for the requisite category training, or 2) the teacher had other scheduled training or coursework which was necessary for licensure and which conflicted with the scheduled SEI category training.
6. After receiving training and coaching, employees designated by the Principal, or his/her designee, shall develop, monitor and effectively implement individual student interventions based on the results and analysis of formative and summative assessment data. All steps taken to develop, monitor and implement student interventions must be documented in a manner decided by the Principal, in collaboration with the Redesign, Implementation, and Monitoring Team. Principals shall have ready access to this information whenever requested.
7. Employees will participate in teams (student teacher assistance, collaborative teams, etc) as a part of their work day when directed to do so by the Principal in accordance with present practice

#### **R. School Calendar**

The School Calendar is designated as Appendix F and is made a part of this Agreement.

#### **S. Preparation Periods**

“Preparation periods” are those periods during which a teacher is preparing lessons, materials and instructional strategies often in collaboration with other teachers or any other educational activity that the teacher, in his/her professional judgment, deems necessary for his/her effective classroom performance.

**T. Length of Work Day**

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 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.

1. Every Elementary, 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 the student instructional day or after the close of the student instructional day.
2. Each teacher shall be in his school building and available for duty after the close of the instructional day 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.
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.
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.

**U. Duty-Free Lunch**

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 \$10.47, effective 7/1/2006. This amount will be increased by 2.75% every year for the duration of the Contract.
2. High School, Middle School and K-8 teachers shall have a duty-free lunch period of one-half (1/2) hour between the end of one teaching period and the beginning of another teaching period. Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.

## **V. Hepatitis Shots and Tuberculosis Tests**

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.
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.
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.

## **Article 6 SCHOOL CENTERED DECISION MAKING**

School Centered Decision Making is a process, founded in consensus, through which all those individuals who are affected by the implementation of action plans at the school level are actively and legitimately involved in making the decision. This includes staff, parents, secondary school students and business/community representatives.

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. Therefore, both parties agree to support all district-wide efforts for reform, restructuring and continuous improvement.

The City-Wide SCDM Resource Team shall have a minimum of \$15,000 per year in order to meet its responsibilities to provide orientation and training.

### **A. City-Wide SCDM Resource Team**

1. The City-Wide SCDM Resource Team 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 one (1) appointee of each for a total of ten (10).
2. The City-Wide SCDM Resource Team 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 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.

**B. Each school shall have a School Centered Decision Making Team.**

1. Membership

Each Team shall consist of teachers, the principal, parents, up to two (2) other school employees representing Springfield school unions, other than the SEA and the SAA, and business and/or community representatives. At the high schools, two (2) students may be members of the Team.

There shall be parity in the number of teachers and parents on each team with at least four (4) of each and not more than six (6) of each as determined by the following ratio:

0-60 F.T.E. teachers	--	4
61-80 F.T.E teachers	--	5
81+ F.T.E. teachers	--	6

Teacher representation should be representative of the faculty distribution of F.T.E., especially of special education, vocational and E.L.L. teacher positions. The number of parents or teachers will not be reduced during a school year should the number of F.T.E. teachers 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.

Not more than fifty percent (50%) of the Team shall be non-school members. “Non-school’ members” are defined as members who are other than parents, Teachers, students and staff at the school.

The membership of the Team shall be broadly representative of the racial and ethnic diversity of the school building and

community.

## 2. Term of Office

- a. There shall be a two-year term for all Team members except the principal who serves ex officio.
- b. Teachers and parents shall serve staggered terms.
- c. No one will be permitted to serve two (2) consecutive terms. To be eligible to serve again, a person must be off the Team for one (1) year.

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.

## 3. Selection of Team Members

- a. Election of teacher representatives

Each October at the Faculty Meeting, the Association Representative(s) will conduct an election.

Only members of this bargaining unit are eligible to vote.

Teachers can self nominate.

Candidates must address the Faculty orally and/or in writing as to why they wish to be elected.

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. 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.

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.

Teachers are members of the Team immediately upon being elected.

- b. Parents shall be elected in accordance with the process determined by SPAN and approved by the School Committee.
- c. Students shall be elected by student councils or by another representative process approved by the School Committee.
- d. Following the election of teachers, parents, students and other school employees, the other members of the team shall be selected. The principal, teachers, students, and parent members of the Team shall determine the number of community and/or business representatives they wish to have and shall then select those representatives.

#### 4. Responsibilities

The Team is responsible for:

- a. Recommending policy for the school and for action plans necessary to implement policy. Such plans shall be consistent with law and regulations, School Committee Policy and Collective Bargaining Agreements. The Superintendent and the Association shall review all School Centered Decision Making Team plans for compliance with Laws and Regulations, School Committee Policy and Collective Bargaining Agreements.
- b. Identifying a work plan for developing the SIP and approving the SIP.
- c. 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.
- d. 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.
- e. Reviewing the annual school building budget.
- f. Planning all faculty meetings and all school based staff development consistent with the staff development needs identified by the SIP and the principal. The principal shall have the right to put items on the agenda of the faculty meetings unilaterally.
- g. Determining the nature of the professional work to be performed during the extended day, as provided in Article 5(K) provided that no school plan for extended day is delayed and exceeds the district's required deadline for submission.

#### 5. Decision Making Process

The Team shall strive to reach all decisions on school action plans by consensus. If consensus is not reached, a majority vote will prevail, provided that the principal and more than 60% of the teacher representatives vote with the majority.

With regard to the Turnaround Plans, the Level 4 Schools' School Centered Decision Making Team's role will be advisory only.

## 6. Procedures

- a. All information (e.g., Superintendent's Circulars, memoranda) from Central Office to each school will be sent in sufficient number to all Team members.
- b. 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 (5) 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.
- c. Meetings are always open to all staff, parents, interested community members and students.
- d. 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.
- e. The Team shall annually select a member to serve as co-chair with the Principal.
- f. In addition, the following operating procedures are recommended:
  - (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 SCDM members. Because different schools have different needs and situations, experience has shown it is preferable to allow SCDM Teams and Principals to make their own determinations about the time and frequency of meetings. (However, there should be a minimum of two [2] meetings per month.)
  - (2) Agenda: Simple written agendas keep meetings focused and provide continuity from meeting to meeting.
  - (3) Minutes: Minutes are required by Open Meeting Law and provide continuity from meeting to meeting. Minutes help keep the larger school community informed about the activity of the council.
  - (4) Subcommittees: Subcommittees provide for a division of labor and allow different council members to focus on their areas of interest and expertise.

- C. 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. Chapter 150E, by reason of participation in any activities described in this Article.

Each Level 4 School shall have a Redesign, Implementation, and Monitoring Team. In collaboration with the Principal, the Team is responsible for monitoring the various aspects of the Level 4 school's progress toward achieving its goals under the Turnaround Plan, identifying necessary adjustments, planning and implementation, and ongoing monitoring.

Collaboration and shared leadership are critical to the success of a Turnaround Plan. To that end, the Team is responsible for engaging all the staff through effective communication by 1) disseminating information about the issues and options under consideration as well as the decisions it makes and 2) providing ongoing opportunities for feedback and input from the staff.

The make-up of the Team should reflect the make-up of the school's staff. In addition to faculty appointed to the Team, each Team shall have at least one faculty member elected by the school staff in June of each year for a one-year term in accordance with the election procedures outlined at Article 6, B (3). Staff members and/or the SEA representative may attend Team meetings as observers.

The minutes of all Team meetings shall consist of a summary of the issues discussed, options considered, decisions that are made, as well as listing those in attendance. Minutes of Team meetings shall be made available to the staff as soon as practicable.

Team members will be compensated in accordance with the present practice for compensating work outside the member's workday/workyear.

- D. Teachers will be compensated \$1,500 per year for service on the Team. Payment of this stipend is contingent on a minimum of 80% attendance. Payment will be made twice yearly. The first half of which is payable February 1st and the remaining half June 15<sup>th</sup>. Payment will not be made until a properly completed attendance sheet for the School Council Team is submitted and signed by the principal of the School.

## **Article 7 STUDENT DISCIPLINE**

- 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.

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 should refer students to the administration. In those instances, the teacher and administrator should follow the prescriptions in this Agreement at Article 7 - DISCIPLINE.

- 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.
- 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.
- 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 teacher's classroom.
- 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.

**Article 8**  
**SPECIAL SERVICES**

**A. Guidance Counselors**

- 1. The duties of Guidance Counselors are contained in Appendix G.
- 2. The Principal will submit a work plan to the Superintendent or his designee for the ten (10) contracted additional workdays. Any workdays that are recommended beyond the contracted ten (10) additional days will be reviewed, and a determination will be

made on the need and merit of the recommendation. Any additional workdays will be distributed based on documented need and will be scheduled equitably among the counselors in that school.

3. The Committee agrees that it will work toward a goal of a pupil-counselor ratio of 300 to 1.
4. Each counselor shall have space and phone facilities to carry out his/her duties.
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.
6. The approved allocation handbook requires an adjustment counselor in every elementary school.

#### **B. Speech and Hearing Therapists**

1. The parties agree that the duties of speech and hearing therapists are those outlined in Appendix I.
2. The goal of the Committee is to provide a full-time speech and hearing therapist for every 2500 pupils. The Committee will work toward a goal of establishing a maximum caseload of 60 students to a full-time Speech Therapist.
3. Every effort shall be made to provide adequate facilities for speech and hearing instruction in all schools.
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 other duty-related meetings.
5. The Speech, Language, Hearing and Vision Department shall have its own budget for material and supplies.

#### **C. Special Education**

1. There will be an evaluation and placement of students with special needs according to state and federal laws.
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.

3. Based upon student needs, as determined by the District, class size may be lower than set forth above.
4. The ratio of regular education students to special education students in inclusion classes should be approximately 2:1.
5. Every school will be provided a list of incoming students, their prototypes and articulation sheets by one (1) week prior to the close of the school year.

**D. School Adjustment Counselors**

1. The parties agree that the duties of the School Adjustment Counselor are those outlined in Appendix J.
2. The parties agree that the qualifications of the School Adjustment Counselor are those required by the State Department of Education as outlined in VIII-1 of the Rules and Regulations of the Springfield School Committee.
3. The Supervisor of the Bureau of Pupil Services, after consultation with the adjustment counselors, 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 with the approval of the Executive Director of Special Services.
4. Each counselor shall have space and phone facilities to carry out his duties.
5. Adjustment counselors shall be paid at a pro rata of his regular salary for each day he is requested to work before or after the school year.

**E. Evaluation Team Leader**

1. The School Committee will work toward an equitable distribution of cases to be assigned to the ETL and will work toward a goal of 150 caseload.

2. An ETL will be assigned to only one (1) school, whenever possible. When an ETL is assigned to more than one (1) school, he/she will be scheduled an appropriate percentage of time per school and at schools within proximity, where possible. When an ETL is assigned to a school for only one (1) day a week, that day will not be Monday or Friday.
3. Information that is available at the time of student registration or internal transfers will be provided to the ETL's. If and when additional information becomes available, it will be promptly provided to the ETL's.
4. Duties:
  - a. Reporting directly to the Principal, the Evaluation Team Leader will be responsible to the Special Education Department to insure full compliance of 766 regulations.  
  
The Evaluation Team Leader will assist the Principal and the Executive Officer of Special Education in monitoring the implementation of the IEP process in accordance with 603 CMR Section 28 regulations.
  - 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.
  - c. The coordinating of all aspects of the M.G.L. 71B 603.CMR 28 Team Evaluation Process. The Team's 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 the Parent Information Center.
  - 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.
  - e. Conducting Team meetings in accordance with M.G.L. 71B 603.CMR 28 and to develop Individual Education Plans as recommended by Team participants.
  - f. Participating in monthly in-service training meetings related to special education issues.
5. A salary stipend of \$1000.00 above the basic salary schedule shall be paid to each Evaluation Team Leader who is not deemed critical needs.

6. 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.
7. Each ETL shall have appropriate and confidential space, to the extent possible, and access to a telephone, copier, computer and printer in each school.
8. Working under the principal, each ETL shall have access to the school's existing resources for supplies and clerical assistance.
9. All Springfield Public Schools' policies and procedures relative to M.G.L. 71B 603.CMR. 28 will be documented and distributed to all ETL's.
10. All newly-appointed Evaluation Team Leaders will be provided a minimum of one (1) week's 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.

**F. Occupational and Physical Therapists**

1. Occupational and Physical Therapists will be paid at the salary schedule in accordance with Article 27 – Compensation, Sections A-D, of the Collective Bargaining Agreement.
2. Occupational and Physical Therapists will be paid at the hourly rate paid to teachers who are working in the Springfield Public Schools' Special Needs Summer Programs. At the present time, hourly contract rate for teaching in the Special Needs Summer Programs is \$40.47 per hour. This hourly rate will be annually increased by 2.75% for the duration of the Contract.
3. Occupational and Physical Therapists' work day will be in accordance with language contained in Article 5J(2) – Teacher Work Day.
4. The Springfield Public Schools will reimburse Occupational and Physical Therapists in accordance with language contained in Article 27 – Compensation – M – Mileage Allowance of the Collective Bargaining Agreement between the Springfield School Committee and the Springfield Education Association, regardless of number of miles traveled in a school year.
5. The Springfield Public Schools will obtain and pay for an institutional membership in APTA/AOTA.

6. The Springfield Public Schools will establish a school as the designated zone base school for the Occupational and Physical Therapists and will store all required equipment and supplies in a designated secure area at that school.
7. The Springfield Public Schools has copiers in each school location and will inform Principals to grant access to copiers for the Occupational Therapists/Physical Therapists assigned to perform services in that school. Telephone access should be available for each Occupational and Physical Therapist in each school; however, telephone access to individual telephones may not be possible.
8. Postage will be processed by the Springfield Public Schools' Business Office, and the Occupational and Physical Therapists access to postage will be coordinated by the Occupational and Physical Therapist Clinical Supervisor.
9. Occupational and Physical Therapists will not have preparation periods, but will have unstructured time in accordance with language in Article 5, Working Conditions, L. – Teacher Programming, paragraph 11.
10. Occupational and Physical Therapists will not be assigned to duty assignments in the school(s) that they service.
11. All other terms and conditions of the Collective Bargaining Agreement will apply to the Occupational and Physical Therapists.

**G. Elementary Head Teacher**

1. The Elementary Head Teacher shall be the Principal's designee in all elementary schools in which there is no assistant principal.
2. The duties of the Head Teacher shall be to make operational decisions in the absence of the Principal, and to monitor student and staff safety.
3. The Head Teacher will respond to any emergencies which may occur in the absence of the Principal, and will contact appropriate Central Office personnel for assistance as required.
4. After three (3) consecutive days, an administrator shall be assigned to the building.
5. A substitute teacher shall be provided whenever the Head Teacher takes over the principal's duties.

6. The Head Teacher shall receive an annual stipend of \$1,500.
7. This shall be a posted position.

#### **H. Test Coordinator**

1. The Test Coordinator shall have a range of duties associated with preparing and delivering test documents, arranging logistics for school-wide and grade-level testing, communicating with Central Office administrators regarding testing, and communicating internally with school staff.
2. The Test Coordinator is not an interpreter of test data.
3. Each Test Coordinator at a school with 575 or more students shall receive a \$1,500 annual stipend and a release period each day. Each Test Coordinator at a school with fewer than 575 students shall receive a \$1,000 annual stipend and a reduced class load.
4. This shall be a posted position.

#### **I. Student/Teacher Assistance Team (STAT)**

1. The Student/Teacher Assistance Team (STAT) is a regular education process to create/modify a written education prescription for students who are referred for assistance. STAT goals are oriented to improving students' academic and/or behavioral performance.
2. STAT should consist of the following regular members: Principal or Assistant Principal, referring party, Reading/Reading Resource Teacher, Adjustment Counselor/Counselor, and the student's teacher(s). Other members are invited as necessary, including but not limited to: the parent or guardian, nurse, classroom teachers, etc.
3. The Principal shall coordinate STAT meetings. STAT will meet during the school day, including the Extended Day, subject to SCDM approval, in an appropriate space. Members will be released from their duties and with necessary coverage provided. The clerk, a member of the Team who volunteers for this position, shall issue the STAT related forms and shall receive and maintain completed forms. Requests for information and data from Central Office shall be responded to by the clerk. The Team is responsible for timelines, subsequent meetings for the same student and extending timelines as necessary.

4. A training session will be provided annually by October 31<sup>st</sup>. Ongoing training will be provided, as needed, including facilitation skills.

**Article 9**  
**LIBRARIES: LIBRARIANS**

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.

- A. Each school shall have a library area.
- B. Each high school, middle school and K-8 school shall have one (1) full time librarian, and each elementary school shall have a part-time librarian.
- C. Each school shall have a library skills program conducted by a certified librarian or a teacher with library training and experience.
- D. Certified librarians shall not be required to teach other than skills in addition to library duties.

**Article 10**  
**DEPARTMENT CHAIRS**

**A. Department Chair responsibilities:**

Department chairs shall serve in a curriculum leadership role which supports both District and school-level improvement efforts. The list of Department Chairs for each school are listed in Appendix L in this Agreement. This role will include the following functions:

- Working collaboratively with principals, teachers, and directors/supervisors to improve instruction.

- Facilitating and managing materials, equipment, and facilities to support instruction in collaboration with 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, where applicable, using their department chair duty time for this purpose.
- Promoting professional dialogue among department teachers to enhance instruction and educational practices
- Working with department teachers in the selection of textbooks and reference materials and recommending their adoption according to prescribed practices. (Attendance at meetings will be negotiated within 30 days.)
- Working with librarian in recommending purchases of library materials, and in the development of library lessons and skills needed in the subject area.
- Distributing a copy of the Massachusetts Curriculum Frameworks and learning outcomes to each teacher in the department.

**B. Qualifications (commencing 2007-2008):**

1. Master's Degree in the subject area at the Secondary level. Master's Degree in Elementary Education for Elementary grade level chairs is preferred. There will be department chairs for Pre-K-2 and Grades 3-5.
2. Designation of Highly Qualified status
3. Demonstrated knowledge of best current instructional practices in the field/subject area.
4. Demonstrated knowledge of Massachusetts Curriculum Frameworks and Springfield District curriculum plans. If no member of the department who applies meets the specific criteria, the principal may waive the qualifications.
5. History of leadership in curriculum development and/or School Improvement Planning Team.

**C. Eligibility for Supplement and Released Time**

1. Department Chairs shall be eligible for a full salary supplement of \$2250 when there are at least five (5) members in the department including the Department Chair. They shall be eligible for fifty (50%) supplement when there are four (4) or fewer members in the department including the Department Chair. Department Chairs in small departments (less than (5) members) who teach a full load with no release time will be eligible for the full supplement. This supplement will be annually increased by 2.75% for the duration of the Contract.
2. Department Chairs designated as Teacher Leaders will receive the supplement. Instructional Leadership Specialist may be eligible to be Department Chairs but will not receive a supplement.
3. Department Chairs at the high school level will receive one period during the work day without a class assignment to complete teacher support duties. Where staffing permits at the middle school level the Department Chair will receive one period during the work day without class assignment (whenever the integrity of the teaming structure can be preserved). Where possible, elementary grade level chairs may receive a reduced student load.

**D. Filling of Vacancies:**

1. When a Department Chair position becomes open, an internal posting will be generated, approved by the Human Resource Department and posted internally at each school.
2. Interested individuals in each department shall apply by letter and résumé to the principal for the position which will be shared with the department prior to its vote.
3. In the Spring at the elementary, K-8, middle and high schools, all members of each department where chairs exist shall, by secret ballot, recommend a teacher for the appointment as department chair for the following two (2) years. The principal will reconvene a team to interview the candidates. The team may include but not be limited to members of the department or discipline, appropriate General Office administrators, such as a director or supervisor in the particular discipline, instructional leadership specialists and assistant principals. Upon completion of the interviews, the principal will review all of the information and recommendations regarding the positions. The principal, in accordance with the Education Reform Act, shall be the appointing authority upon approval of the Superintendent.
4. In the departments at the high schools where no teacher qualified in accordance with Article 10.B.1. is nominated in accordance with Article 10.C.1., then a teacher without a Master's degree but with specialization in the subject may be nominated in

accordance with Article 10.C.1. If the said teacher is appointed in accordance with Article 10.C.2., the appointment shall be only for one (1) academic year or the remaining portion of an academic year.

**E Department Chairs at Alternative High Schools:**

All provisions of Article 10, Department Chairs of the parties' collective bargaining agreement are and shall be in full force and effect, except as provided below.

1. There will be one (1) department chair for teachers in the alternative high schools teaching the same subject: English, Math, Science, Social Studies, Foreign Language, Special Education, Guidance, and Physical Education.
2. Article 10 A.-Duties, Section 5 is changed to: *“Assume responsibility for prompt and appropriate dissemination of information regarding reports, equipment, materials, textbooks, and instructional supplies.”*
3. Article 10 A.-Duties, Section 8 shall be a goal.
4. Article 10 A.-Duties, Section 9 applies only to the Department Chair's work site.

**Article 11  
TRANSFERS AND PROMOTIONS**

**A. Transfers or Reassignments**

Pursuant to the provisions of this section the Superintendent may assign, transfer or reassign teachers, voluntarily or involuntarily, 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 recognize that transfer and reassignment of teachers, during the school year or at other times is sometimes necessary and/or desirable.

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.

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.

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.
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.
4. Written acknowledgment shall be forwarded to the teacher upon receipt of the request for reassignment and/or transfer.
5. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.
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.
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.

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 of appeal; the Superintendent shall hear the teacher's appeal within fifteen (15) school days.

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.

#### **Level 4 Schools Excess Procedure**

Principals of Level 4 schools have the authority to “excess” a teacher from the \_\_\_\_\_ school. “Excessing” is not a disciplinary action and, in the absence of evaluative \_\_\_\_\_ documentation, is not an indicator of performance.

Teachers may be excessed from a Level 4 school only after a meeting between the teacher and the Principal. The meeting will be held two weeks before the transfer process, but no later than April 15. The teacher will be advised of the reason s/he is being excessed at the meeting with the Principal. An SEA or School Committee representative may attend the meeting between the Principal and the teacher.

If the teacher believes the decision is arbitrary or capricious, the teacher may, within fifteen (15) school days of the meeting with the Principal, file a written appeal to the Superintendent. The Superintendent, or her/his designee, will hear the teacher's appeal within fifteen (15) school days.

The Teacher and the Principal will be required to attend the hearing with the Superintendent\*. If the teacher does not attend the hearing with the Superintendent\*, the absence will be deemed a waiver of the appeal. An SEA and/ or School Committee representative may attend the meeting with the Superintendent\*.

(\*or Superintendent's designee)

The Superintendent will issue a written decision within fifteen (15) school days of the hearing. The decision of the Superintendent shall be final and binding and not subject to grievance or arbitration.

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.

## **B. Posting of Vacancies**

1. On or before September 15 of each school year, the administration shall post a list of known vacancies (assignment and locations).
2. On or before June 1, the administration shall post a list of known vacancies for the coming school year.
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.

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.

4. 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.

**C. Promotions**

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.
2. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.
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.
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.
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.
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 Resources or Executive Director of Special Services. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the positions.

- D. The Principal of a Level 4 school has the discretion to shorten a Teacher's stipendiary appointment (Department Chair, AV Coordinator, Head Teacher, etc.) to one year by excessing the Teacher from the second year of the stipendiary appointment. The Teacher must be notified of the decision at least two weeks before the transfer process, but no later than April 15.

**Article 12**

## LEAVES WITH PAY

### A. Disability and Emergency (Sick Leave)

1. Each teacher is entitled to leave of absence for disability and emergency leave (sick leave) with full 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.

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.

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.

In Level 4 schools, teachers may use sick leave in one-hour increments for scheduled medical appointments for themselves or for the teacher's minor child, that cannot be scheduled outside the teachers' scheduled workday. When requesting such leave, the teacher must affirm that the appointment cannot be scheduled outside the teacher's workday. Before or after a partial sick leave day is approved, the principal may require the teacher to provide verification from the medical provider of the date and time of the scheduled appointment.

2. Each teacher, upon request, shall receive notice of his disability and emergency leave (sick leave).
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 the principal or other supervisory officer, to the Executive Director of Human Resources.

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 two (2) years and for such further additional period as he may be entitled under the terms of this Agreement.
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.
6. The Parties recognize that it is the School Committee's responsibility to deal with any teacher who abuses sick leave.
7. 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.

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 of each year and will be an accounting of accrued but unused disability days effective on the first teacher workday at that school year.

The Springfield Public Schools will provide each teacher covered by this agreement 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 of each year 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, of each year for all unused disability days effective on January 1 of that school year.

8. Pre-Cancer Screening: The Springfield School Committee and the Springfield Education Association/MTA/NEA realize the distinct advantages of regular pre-cancer screenings, as early detection is essential to the prevention of all forms of cancer. Teachers shall on an annual basis for the purpose of undergoing a pre-cancer screening be given four (4) hours off with pay. The time off with pay shall not be charged to Article 12 (A) Disability and Emergency (Sick Leave) or to Article 12 (K) Legal or Business Day or any other paid time off. The four (4) hours off with pay must be taken as one (1) block. It cannot be taken in blocks of less than four (4) hours. The Superintendent may require a submission of certification from a health care provider that a teacher has participated in a pre-cancer screening. The types of screening are: *lung, colon, breast, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs*, or any other form of cancer as deemed appropriate by the Springfield Health & Human Services Department for screening.

## **B. Sick Leave Bank**

A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, 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.

Subject to the provisions of this Article each teacher 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.

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

The Chair of the Bank Committee shall, on 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.

If a teacher has exhausted his/her sick leave and another teacher residing in the same household is suffering a life threatening illness and requires the personal care of the first teacher, then the first teacher is eligible for Sick Bank benefits. Should the first teacher exhaust Sick Bank benefits and is still required to provide personal care to the teacher suffering a life threatening illness, then the first teacher is eligible for Sick Bank benefits for a second time in the same year.

A teacher suffering a life threatening illness who has exhausted Sick Bank benefits shall be eligible for Sick Bank benefits for a second time in the same school year.

**C. Adoption Leave**

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 12, A3 (home exigencies) if the teacher has unused disability and emergency (sick leave) in her/his account.

**D. Reserve Duty**

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.

**E. Selective Service Examination**

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.

**F. Professional Day**

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 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.
2. The leave provided for in the paragraph above shall not be charged against the teacher's disability and emergency leave (sick leave).

**G. Graduation**

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).
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).

#### **H. Early Dismissal for Summer School**

If a teacher's attendance at summer school is required (travel time to said school shall not be considered as required time), he shall be released at least one (1) week prior to the closing date of the school year without loss of pay. If a teacher receives remuneration for attendance during any of those five (5) days, his compensation from the Springfield Public Schools shall be reduced by that amount. The total number of teachers released under this section shall not exceed ten (10). At the option of the Superintendent additional persons may be allowed time off to report for summer school.

#### **I. Religious Leave**

1. Each teacher may, upon written request and with the advance approval of the Superintendent or his designee, be granted as a reasonable accommodation to members of any religious denomination up to three (3) days of paid religious leave each school year. The leave may be granted provided that the religious beliefs of the employee's denomination hold that those days are to be days of rest or that attendance at religious services is required during working hours on those days.
2. The leave provided for above shall not be charged against the teacher's disability and emergency leave (sick leave).

#### **J. Bereavement Leave**

1. Each teacher covered by this Agreement shall be granted bereavement leave under the following conditions:

- 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.
  - 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.
  - 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.
2. The present method of providing released time to attend funeral services of a coworker shall be continued during the term of this Agreement.
  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).

The leave provided for in paragraph 1c shall be charged against the teacher's disability and emergency leave (sick leave).

**K. Legal or Business Day**

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).

**L. Jury Duty**

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 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.

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

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

The leave provided for above shall not be charged against the teacher's disability and emergency leave (sick leave).

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

### **Article 13 LEAVES WITHOUT PAY**

**A. Maternity Leave**

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.

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.

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 teacher is to return on September 1st of a given year, written notice must be given by March 1st of the previous year. If a teacher is to return on February 1st of a given school year, then written notice shall be given by June 1st of the prior school year. All written notices will be addressed to the Superintendent of Schools and postmarked by the above dates.

Should a teacher fail to give the above written notice within the period outlined above, then the sole obligation of the Superintendent/Committee is to attempt to honor subsequent requests to return within the leave period should a vacancy for which she is qualified occur.

Should a teacher fail to return at the expiration of the two and one half year period of an extension to September 1st or February 1st, after the expiration of the two and one half year period, the teacher will be considered voluntarily terminated.

Concept: (May - return September 1st)  
(after September - return February 1st)

For the purposes of this section unpaid leave of up to two and one half years for child rearing will be granted a teacher who chooses to adopt a child. Such leave will commence on the date of legal custody.

Such leaves shall not affect the employee's right to receive any benefits for which she is eligible at the date of her leave and such other rights and benefits, if any, to which she may be entitled under this Agreement. The employer need not provide for the cost of any benefits, plans or programs during the said leaves except as provided for all other employees on such leaves.

## **B. Military Leave**

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.

## **C. Peace Corps**

Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve in the Peace Corps.

**D. Commonwealth or National Teacher Corps**

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.

**E. Personal Need**

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.
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.
3. 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.

**F. Association Leave**

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 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.

**G. Maintenance of Rights**

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.

**H. Extension of Leave of Absence**

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.

**I. Requests for Leave**

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 designee.

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

**Article 14  
LEAVES WITH PARTIAL PAY**

**A. Sabbatical Leave**

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.

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.
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.

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.
4. A teacher requesting Sabbatical leave shall submit an application of Approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Each application will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave. The final decision rests solely with the Superintendent of Schools.
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.

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

6. A teacher on Sabbatical leave shall submit a report to the Superintendent of Schools concerning the manner in which the leave is being used.
7. Prior to the granting of a Sabbatical leave, a teacher shall enter into written agreement with the School Committee that upon the termination of such leave, he will return to service in the Springfield School 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.
8. Upon his return from Sabbatical 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.

**B. Mini-Grant for Professional Improvement**

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.

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.
  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.
  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.
  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 before December 1 if it is to be effective after January 15.
  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.
  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.
  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.
  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.
- C. Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.

**Article 15**  
**FRINGE BENEFITS**

**A. Group Insurance**

1. The Association agrees that the Group Insurance Plan(s) that is adopted by the City of Springfield for all its municipal employees shall be available to members of Unit A.
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 seventy-five percent (75%) of the premium cost for the above described plan.
3. The Association agrees to the transfer of its members to the Group Insurance Commission (GIC), consistent with the agreement between the City of Springfield and the Public Employee Committee, signed August 9, 2006.

**B. Pension**

The parties agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made a part of this Agreement.

**C. Tax-Sheltered Annuity**

Members of the bargaining unit are allowed to avail themselves of the tax sheltered annuity program.

**D. Worker's Compensation**

All members of the bargaining unit are covered under the applicable provisions of the Massachusetts Worker's Compensation Law, currently Chapter 152 of the Massachusetts General Law.

In addition to the wage benefits provided for in the above 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 full 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.

All members of the bargaining unit shall be granted a leave for absence caused by injuries, assault or battery sustained by teachers in connection with their employment by the Committee.

**Article 16**  
**ACADEMIC FREEDOM**

- 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.
  
- 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.

**Article 17**  
**SAFETY AND SECURITY**

**A. Violence Prevention and Searches**

Violence prevention is the responsibility of every employee in the Springfield Public Schools. It is expected that all employees will support and be part of violence prevention efforts. As part of the school system's initiatives to provide a safe environment for staff and students, regular searches are conducted throughout the year. Usually, these searches involve a portion of the school building and use of metal detectors for the student body in the selected area. (These searches are not considered an emergency.)

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

When a search must occur to address an emergency, there may be need for some teachers to use preparation periods during locker searches and other violence prevention activities. An emergency is defined by a situation that calls for a spontaneous, previously unplanned violence

prevention activity, an activity which is set into motion because of police information or school administration evaluation of new information. Teachers will be compensated for lost preparation periods during these emergencies in accordance with Article 5F of this Agreement.

**B. Photo ID Cards**

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 Department grounds.

**C. Visitors**

All visitors to schools must first report to the Front Office and present verifiable identification and then be issued a Visitor Badge that must be prominently displayed on their person while at the school. The Front Office will contact the staff member being visited to inform her/him 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.

**D. School Safety and Security**

All reasonable efforts shall be made to keep schools safe and secure (e.g., designate one door at each school for all deliveries).

**E. School Emergency Response Plan**

Every school shall have an Emergency Response Plan developed by the SCDM Team and reviewed by the Office of the Assistant Superintendent of Schools. 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 (1) Emergency Response drill shall occur following the September and January reviews.

**F. District Level Health and Safety Committee**

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 (1) representative of the Association and at least one (1) member of the school administration.

**G. Building Renovation**

Renovation will be defined as structural changes or demolition that generate noticeable amounts of particulate matter and/or fumes.

1. Establish communications between all parties involved with building renovations to prevent potential Indoor Air Quality problems.
2. Develop a forum for occupants to express concerns about renovations as well as a program to resolve Indoor Air Quality issues.
3. Develop a notification system for building occupants immediately adjacent to construction activities to report odors and/or dust problems.
4. Have concerns relayed to the contractor in a manner to allow for a timely remediation of the problem.
5. When possible, schedule school projects which produce large amounts of dusts, odors and emissions during unoccupied periods or low periods of occupancy.

**H. Barriers and Ventilation**

Construct appropriate barriers to prevent dust and vapor migrations and provide proper ventilation and allow sufficient curing time for products as per the manufacturer's instructions concerning these materials.

**I. Monitoring**

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.

**J. Notice**

The Superintendent of Schools will issue a written Superintendent's Memorandum to each school directing that these policies and procedures relative to Health and Safety be implemented immediately.

**Article 18**  
**TEXTBOOKS**

- 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.
- 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.
- C. The School Committee will make every effort to provide sufficient textbooks so that each pupil has a textbook when textbooks are being used.
- D. Textbooks in active use in secondary schools shall be collected no earlier than two (2) days before the close of the school year.

**Article 19**  
**CURRICULUM - TEACHER PARTICIPATION**

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.

Standing curriculum committees composed of teachers and supervisors shall have authority to recommend and suggest changes in curricula. Participation on standing curriculum committees shall be voluntary, except as outlined in Article 10.

Curriculum development shall be a continuing program during the summer months. Teachers selected to participate shall be compensated at an established weekly rate.

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.

**Article 20**  
**IN-SERVICE TRAINING**

A diversified program of in-service training shall be provided for teachers.

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.

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.

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.

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.

If a teacher desires college credit for degree purposes from the college or university presenting 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.

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.

## **Article 21 EVALUATION, PERSONNEL ACTION, AND PERSONNEL FILES**

### **A. Evaluation of Teachers**

New evaluation model to be negotiated and settled by January 2007 and implemented in 2007-2008. . The new evaluation instrument, forms, and documents (the Springfield Public Schools Teacher Evaluation and Development System) will be jointly printed and provided to all SEA members and requisite evaluators. The Association and the District shall provide joint training for administrators and SEA members.

The new teacher evaluation forms and program will be negotiated as agreed in the parties' July 28, 2010 letter to DESE and will be implemented as soon as it is completed. The new evaluation system will include teacher attendance, student achievement and student growth data.

The ILS evaluation will continue to include principle VIII.

**By-pass of Normal Procedure.** While the Springfield Public Schools Teacher Evaluation and Development System provides an excellent professional service to the vast majority of our first year teachers, the School Committee and the Association recognize that there may be rare cases within the first 90 calendar days of employment where this evaluation process 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 (Assistant Superintendent, Assistant to the Superintendent, Executive Officer for Special Education, Executive Director of Human Resources, Principal, Assistant 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 recommendations 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 by-pass procedure will constitute bad faith. This emergency clause would be implemented with the full knowledge of the SEA and the teacher.

## **B. Disciplinary Action**

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.

A teacher shall not be demoted, suspended or dismissed except in accordance with M.G.L.A. Chapter 71.

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 notify shall be deemed an election of arbitration procedure of M.G.L.A. Chapter 71.

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

**C. Rating and Discriminatory Action**

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.

**D. Personnel Files**

1. Personnel files shall be maintained under the following circumstances:
  - 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 with written notice to the teacher of the intent to place the materials in the teacher's personnel file.
  - 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 and records, except in circumstances beyond the control of administration.
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.
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.

**Article 22  
TEACHER PROTECTION**

**A. Assistance in Assault Cases**

1. Principals shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent of Schools or his designee.
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.
3. During the first week of school each year, the Superintendent shall distribute the agreed upon memo of 5/20/91 regarding staff assault procedures to all employees.

**B. Indemnification**

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.

**C. Damage or Loss of Property**

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.

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.
3. The School Committee shall reimburse a teacher for:
  - a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and
  - 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
  - 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.

**D. Transportation of Students**

No member of Unit A shall be required to transport pupils in private vehicles.

**Article 23**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**A. Association Representation and Negotiations**

1. Monthly Meetings with the Superintendent
  - a. A Committee of Association representatives, not to exceed five (5) members shall meet once a month with the Superintendent 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.
  - 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.

## 2. Information

- 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.
- b. Names and Addresses of newly employed teachers shall be provided to the Association following their hiring by the Superintendent.
- c. A copy of the Rules and Regulations of the Springfield School Committee shall be provided the Association.
- 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 Committee open to the public.
- e. Each professional staff member will be provided with a manual giving the names and addresses of all members of the staff.
- f. A copy of the official minutes of all public School 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 School Committee.

## 3. Existing Laws and Regulations Preserved

- 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.
- 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.

4. Protection of Individual and Group Rights

- 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.
- b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

5. Representation at Educational Meetings

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.

6. Printing of Agreement

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.

**B. Association Activity on the School Level**

1. Recognition by the Principal

The Principal shall recognize the Association Building Representative as the official representative of the Association in the school.

2. School Meetings

Before the opening of, 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. Any overtime cost for custodial services shall be the responsibility of the Association.

3. Distribution of Materials

The Association shall have the right to place Association related materials in the mailboxes of teachers and other professional employees.

4. Bulletin Boards

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.

5. School Visitation by Authorized Association Representatives

For the necessary purpose of investigating one or more grievances during the school day, authorized Association Representatives may visit the involved school.

**Article 24  
DEDUCTIONS**

**A. Agency Fee**

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/MTA/NEA.

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/MTA/NEA. Employees may have access to payroll deductions, Article 24-B for purposes of paying the agency service fee.

Upon the request of the Association, the 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 F, and the remainder shall be given over to the "Sports' Restoration Fund."

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.

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

**B. Dues Check-Off**

1. An employee who wishes to have the School Committee deduct the regular Association dues from his pay for transmittal to the Association, shall execute an authorization card to be furnished by the Association.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
Name of Employee

TO: SPRINGFIELD SCHOOL COMMITTEE

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.

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.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(School) (Employee's Address)

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.

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

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

- 3. Any teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.
- 4. An authorization by 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.

**C. Other Deductions**

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:

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

**D. Pay Stubs**

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

**Article 25  
SUMMER SCHOOL**

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

**A. Appointments**

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 funds shall be posted as soon as possible. Notices of summer positions shall be posted as soon as possible. Notices of summer positions shall be posted in every school for fifteen (15) calendar days exclusive of vacation.

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.

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.
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.

**B. Applications**

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.
2. The Executive Director of Human Resources shall notify each applicant as to the reception and disposition of his application.

**Article 26  
ADULT EDUCATION**

**A. Applications**

Any teacher who wishes to teach in evening school or any other school program the following school year, will submit his request on the appropriate form by April fifteenth (15th).

**B. Appointments**

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.

## **Article 27 COMPENSATION**

### **A. Basic Salary Schedule**

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.

### **B. Characteristics of the Basic Salary Schedule**

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.

### **C. Definitions of Training Levels**

1. On Level II shall be placed:

- a. Teachers who have earned less than ninety (90) semester hours of approved professional training at accredited colleges.
- 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.

2. On Level III shall be placed:

- 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.

- b. Putnam Vocational Technical High School teachers who have been certified as qualified instructors in shop and related courses.
3. On Level IV shall be placed:
- a. Certified teachers who have earned a Bachelor's degree from an accredited college.
  - b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed thirty (30) semester hours of approved professional training.
4. On Level IV A shall be:
- 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 Bachelor's degree (B+15).
  - 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.
5. On Level V shall be:
- a. Certified teachers who have earned a Master's degree from an accredited institution.
  - b. Certified teachers who have completed thirty-four (34) semester hours of approved professional training beyond and subsequent to the Bachelor's degree.
  - 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.
  - d. Certified teachers who achieve "Master Teacher" status by receiving National Board Certification from the National Board for Professional Teaching Standards, in accordance with and subject to the provisions and limitations of Section 19C of Chapter 260 of the Acts of 1998, and notwithstanding the provisions of M.G.L.A. Chapter 38G or M.G.L.A. Chapter 150E.

6. On Level VA shall be: (Placement ends on September 1, 2009.)
  - 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).
  - 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.
7. On Level VI shall be: (Placement ends on September 1, 2009.)
  - a. Certified teachers who have earned a sixth year certificate (CAGS) from an accredited institution.
  - 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.
  - c. Except for those on Level VI as of June 30, 1995, Putnam Vocational Technical High School certified instructors of shop and related courses who have earned a Master's degree from an accredited institution.
  - d. Teachers who hold a Juris Doctor degree shall be recognized at Level VI as voted by the School Committee on August 20, 1973.
8. On Level VI A shall be: (Placement ends on September 1, 2009.)
  - a. Certified teachers who have earned their sixth (6th) year certificate (CAGS) and have completed fifteen (15) semester hours of approved professional training.
  - b. Certified teachers who have earned their Master's degree and have completed forty-five (45) semester hours of approved professional training (M+45).
  - 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.
9. On Level VII shall be:

- a. Certified professional employees who have earned Doctorates from an accredited college or university which had accreditation at the time the degree was attained.
- b. Those teachers who possess a Juris Doctorate who maintain a current membership in the Board of Bar Overseers.

**D. Career Ladders for Teachers:**

There will be two (2) new positions: Teacher Leader and Instructional Leadership Specialist, which will be voluntary and for which there will be an application process.

- 1. A Teacher Leader applicant must have:
  - a. a Masters Degree
  - b. a Professional License
  - c. a minimum of seven (7) years teaching experience
  - d. maintain 97% attendance rate
  - e. demonstrate more than one (1) year’s growth in student achievement results based on the District’s value added model.
- 2. An Instruction Leadership Specialist applicant must have:
  - a. a Masters degree
  - b. a Professional License
  - c. a minimum of 9 years teaching experience
  - d. 97% attendance rate
  - e. demonstrate more than one (1) year’s growth in student achievement results based on the District’s value added model

**Level 4**

The Principal of a Level 4 school has the discretion to shorten a Teacher’s appointment as an ILS or TL to one year by “excessing” the Teacher from the second year of the ILS or TL appointment. The Teacher must be notified of the decision at least two weeks before the transfer process, but no later than April 15. The Teacher has a number of options: remaining at the school as a teacher, joining the available ILS/TL pool for possible assignment to a different school (without being required to re-apply), and requesting a transfer to another school.

3. The Principal of a Level 4 school has the discretion to shorten a Teacher's appointment as an ILS or TL to one year by "excessing" the Teacher from the second year of the ILS or TL appointment. The Teacher must be notified of the decision at least two weeks before the transfer process, but no later than April 15. The Teacher has a number of options: remaining at the school as a teacher, joining the available ILS/TL pool for possible assignment to a different school (without being required to re-apply), and requesting a transfer to another school.

**E. Initial Placement on the Salary Schedule**

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 twelve (12) 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.
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.
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.
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.
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.
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.
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 the armed service assignment was all educational work directly related to the position for which the teacher has been hired.

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.
9. A teacher selected as a Teacher Leader will be placed in the Teacher Leaders salary schedule (Appendix A-3) at a salary that is at least four percent (4%) higher than his/her current salary.
10. A teacher selected as an Instructional Leadership Specialist will be placed in the Instructional Leadership Specialist salary schedule (Appendix A-3) at a salary that is at least seven percent (7%) higher than his/her current salary.

**F. Earned Increments**

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 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.
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.

**G. Basis for Advancement in Training Status:**

1. A request for advanced salary rating must:
  - 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.

2. The timeline for filing requests for advancement on the salary schedule is as follows:
  - 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.
  - 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.
  - 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.
3. Approved Professional Training Credit for advancement to a higher level may be granted for any combination of any of the following activities:
  - a. credits earned in a degree program from an accredited institution.
  - b. credits earned under Article 20 of this Agreement (School Committee sponsored graduate courses offered each semester).
  - c. graduate or undergraduate credits in new technology earned after July 1, 1980.
  - d. credits earned for an additional certification earned at any time.
  - e. credits earned in the field(s) in which the teacher teaches, earned at any time.
  - f. Credits earned from serving on a S.C.D.M. Team prior to 8/28/06 and used prior to 9/1/09.
  - g. approved private study (refer to F4).
  - h. foreign and domestic travel (refer to F5).
  - i. any approved combination of formal training and experience.

- j. any other means which can be properly judged to contribute to staff member's professional effectiveness (refer to F. 6).
4. Credit may be granted for private study, particularly to teachers of music and art, according to the following regulations:
- a. the teacher must be a member of the staff of the Springfield Public Schools while the private study was being conducted.
  - 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.
  - 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.
  - 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.
  - e. credits for private study are granted on the following basis:
    - 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.
    - 2. one (1) semester hour of credit for forty-five (45) clock hours of private instruction without outside preparation.
5. Credit may be granted for foreign or domestic travel according to the following regulations:
- a. a teacher must be a member of the staff of the Springfield Public Schools while the travel was undertaken.
  - 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.
  - 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.

- 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.
  - 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.
6. The regulations governing advancement in 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:
- 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.
7. Credits received for work taken at collegiate institutions should:
- a. be submitted to the Superintendent at the completion of the course.
  - b. not be retained until a change of salary schedule is requested.
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.
9. Only work of high quality is recognized therefore:
- a. in no cases are grades below "C" accepted.

- 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.
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, and S.C.D.M. credits earned prior to 8/28/06 and used prior to 9/1/09..
11. The following regulations apply to Putnam Vocational Technical High School teachers in shop and related courses:
- 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.
  - 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 State Department of Education.
  - c. 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.
  - 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.
  - 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.
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.

**G. Method and Time of Salary Payment**

1. The first paycheck of the school year will be issued on the Friday of the first full week of school in September.
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.
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.
4. The parties agree to give S.E.A. employees the option to receive their annual base pay over a 26 pay period cycle (in place of the standard 22 pay period cycle). Employees will automatically be placed on the 22 pay period cycle. Employees must obtain and complete "Unit A Paycheck Options Form" which is available at the Teachers' Payroll Office within Central Office if they wish to change to the 26 pay period cycle. This form must be completed and returned to the Central Office by July 31 in order to activate this change.
  - a. The four (4) additional checks will be paid at the end of the school year (current practice for paycheck #1 through paycheck #22 will continue. Paycheck # 1 is delivered in late August of the new school year with paycheck #22 issued mid- to late June.) New paychecks #23 to #26 will be issued during July and August to complete payment **of** salary for the school year that has just ended.
  - b. The following deductions are the only deductions which can be taken from the four (4) summer paychecks.
    1. Federal Income Tax Withholding
    2. State Income Tax Withholding
    3. MED-TAX
    4. Massachusetts Teacher Retirement
  - c. Distribution of Checks
    1. Direct deposit to credit union will not be available for these checks.

2. The four (4) checks will all be run the week following the last regular payroll. The employees have the following options:
  - (a) Pick up one (1) check each of the four (4) regular paydays scheduled during the summer.
  - (b) Pick up all four (4) checks on the first regular summer payday.
  - (c) Leave self-addressed, stamped envelopes with the Teachers' Payroll Office in Central Office in order to have paychecks mailed.
3. Separate paychecks will continue to be issued during summer for any additional pay due to employee for summer activities.

## **H. Extracurricular Activities**

### 1. Athletics

- a. All regular season game schedules will be developed, finalized and approved by the Supervisor of Student Extra-Curricular Activities.
- 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.
- c. When a team, both girls' and boys', in each of the sports set forth in the Appendices that are attached to and made a part of this Agreement, is selected for tournament play, each Assistant Coach, including Junior Varsity and Freshman, must notify the Supervisor of Student Extra-Curricular Activities, in writing, if they wish to participate in tournament play. This written notification is to be sent to the Supervisor of Student Extra-Curricular Activities prior to the completion of that school's last regularly scheduled season game for that school's team, either girls' or boys', for that sport. The written notification must be received by the Supervisor of Student Extra-Curricular Activities no later than two (2) school days before the completion of the last regularly scheduled season game by the Springfield Public Schools' teams, both girls' and boys', for that sport. Following consultation with the Head (Varsity) Coach, the Supervisor of Student Extra-Curricular Activities will be responsible for approving each Assistant Coach's, including Varsity and Freshman, participation in tournament play. Prior to the start of tournament practice and/or scouting assignment and tournament games, Assistant Coaches must be notified, in writing, by the Supervisor of Student Extra-Curricular Activities as to whether or not they have been selected to participate in tournament play. If approved, each Assistant Coach, including

Junior Varsity and Freshman, will be required to participate in practices and/or scouting assignments and tournament games.

- d. Coaches shall receive compensation in addition to the stipends contained in Appendix B for post-season games, including New England tournaments. Compensation for post-season games would begin on the next day following the completion of the last regularly scheduled season game by a Springfield Public Schools' team, both girls' and boys', in each of the sports set forth in the Appendices that are attached to and made a part of this Agreement.
- 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.
- 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.
- 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.
- h. Assistant Coaches at the high schools shall be paid at each step 68% of the Head Coach's salary at Steps 1, 2, and 3.

## 2. Non-Athletic

- 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.
- b. There shall be two (2) class advisors for each class at each high school, and each will be paid \$622, effective July 1, 2006. If, however, there is a vacancy, then the single advisor shall be paid \$759, effective July 1, 2006.
- c. The amounts referenced in "b." will be increased by 2.75% a year for the duration of the Contract.

## **I. Required Teaching Before and/or After the Regular School Year**

Any teacher required to work before and/or following the close of the school year shall be compensated at a pro rata annual salary. This does not apply to summer school or to workshops for which teachers make application.

**J. Severance Pay**

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.

**K. Retirement Allowance**

If an employee notifies the Superintendent/Committee and Retirement Board in writing twelve (12) months prior to his retirement, of 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.

**L. Other Salaries**

1. The hourly rate is \$26.82 per hour, effective July 1, 2006. This rate shall also be in effect for summer and evening school. This hourly rate will annually be increased by 2.75% for the duration of the Contract.
2. Those teachers who supervise a School Committee approved club or activity will be paid \$293.00, effective July 1, 2006. This amount will be annually increased by 2.75% for the duration of the Contract.
3. 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 \$22.25 per hour and no more than \$51.06 per hour, effective July 1, 2006. These amounts will be annually increased by 2.75% for the duration of the Contract. 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.
4. Apply the preparation provision of #7 above to those teachers who are trainers on system-wide Professional Development Days.

5. The annual stipend position of Visual Aids duty at all levels shall be \$686 effective 7/1/06. This stipend will be increased by 2.75% for the duration of the Contract.

**M. Mileage Allowance**

Teachers whose use of a personal car for school business is approved by the Superintendent shall be reimbursed for the use of said car at the rate of 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 cents per mile during the term of this Agreement. Records of mileage shall be submitted monthly on the form provided by the School Department.

**N. New Positions**

If any new positions other than those specified in Article I 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.

**O. Longevity**

Beginning of 15th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.

Beginning of 20th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.

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.

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.

Placement on Steps 15, 20 and 25 ends June 30, 2007.

**P. School Centered Decision Making Team**

A teacher having served actively (80% attendance) as a member of a School Centered Decision Making Team will receive \$1,500 for one (1) full year.

**Q. Speech and Hearing Therapists**

The School Committee and the Association agree Speech and Hearing Therapists may perform additional work subject to the following conditions:

1. All additional work will be voluntary.
2. The maximum number of clients to receive therapy in each hour is three (3). Subject to review and approval by the Superintendent or his designee, each Therapist will exercise his/her professional discretion in determining the actual number of clients to receive therapy in any hour.
3. The hourly rate of pay shall be \$40.56 effective 7/1/06, for each hour of therapy. This hourly rate will be annually increased by 2.75% for the duration of the Contract. Preparation time is required to prepare the Therapist for each client and the Therapist will be reimbursed at the same hourly rate. Said reimbursement will be limited to and shall not exceed one half hour for each hour of therapy.
4. Voluntary additional work may be performed during the following times:
  - a. During the summer months when school is not in normal session, at times and places convenient to the Therapist and the Superintendent or his designee, but not on holidays, Friday afternoon, Saturday or Sunday.
  - b. In the afternoon during the normal student school year, Therapists may work either one (1) or two (2) additional hours as determined by the Superintendent or his designee. In either case they may work up to four (4) afternoons per week but in any event not on Friday. This work in the afternoon will occur only after the completion of the Therapists' normal work day. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.

- c. In the morning prior to the start of the Therapists' normal work day, they may work one (1) additional hour. They will work and be paid only on regularly scheduled school days and not on days when school is cancelled.

**R. Officer Teachers**

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.

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.

**S. Travel Expenses**

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.

**T. Level 4 Stipends**

- 1. Employees at Kiley will receive an annual stipend (not added to base salary) in accordance with the following schedule:

Turnaround Plan	Year 1	Year 2	Year 3 School
Year	2010-2011*	2011-2012	2012-2013
Steps 1-5	\$3105	\$3260	\$3423
Steps 6-11	\$3631	\$3812	\$4003
Steps 12 and above	\$4353	\$4408	\$4629

\*In 2010-2011, the stipend will be pro-rated based on the implementation date.

- 2. Employees at all other Level 4 schools will receive an annual stipend (not added to base salary) in accordance with the following schedule:

Turnaround Plan	Year 1	Year 2	Year 3
-----------------	--------	--------	--------

School Year	2011-2012	2012-2013	2012-2014
Steps 1-5	\$3105	\$3260	\$3423
Steps 6-11	\$3631	\$3812	\$4003
Steps 12 and above	\$4353	\$4408	\$4629

- 3. Unit A staff who work part-time in one or more Level 4 schools will receive a pro rata share of the stipend referenced in paragraphs 1 and 2 above and the bonus referenced in paragraph 3 above, provided that they are assigned at least 50% of their work time in a Level 4 school.

**U. Level 4 Bonus**

Unit A staff assigned to a Level 4 school which meets one or more of the annual benchmarks for student performance as established by the State and the District, will be eligible to receive a bonus up to five percent (5%) of their base pay. (See Appendix A-4.)

Based upon the availability of additional funding, this bonus may be increased up to ten percent (10%) of base pay. (See Appendix A-4.)

**Article 28  
REDUCTION IN FORCE PROCEDURE**

This Article Applies Only To Teachers With Professional Status

- 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 for reduction in personnel will be used:
- 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.
- 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.

**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:

- |                                 |  |
|---------------------------------|--|
| 1. Elementary                   | 15. Reading  |
| 2. English                      | 16. Media Services (Librarians)                            |
| 3. Social Studies               | 17. Health   |
| 4. Science                      | 18. Environmental Ed.                                      |
| 5. Mathematics                  | 19. English Language Learners (ELL)<br>(Elem. & Secondary) |
| 6. Music                        | 20. English as a Second Language                           |
| 7. Art                          | 21. Visual Handicapped                                     |
| 8. Foreign Language             | 22. Deaf   |
| 9. Business Education           | 23. Speech   |
| 10. Physical Education          | 24. Special Education                                      |
| 11. Tech Engineering            | 25. Adjustment Counselors                                  |
| 12. Home & Consumer Sciences    | 26. Psychological Examiners                                |
| 13. Guidance                    | 27. Vocational Ed. Counselors                              |
| 14. Occupational/Vocational Ed. | 28. Evaluation Team Leaders                                |

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.

**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:

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.

OR

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).

3. A teacher may exercise rights under either Section E1 or Section E2 only.
  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.
- 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.)
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.
  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.)
- 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.
3. In cases of identical length of service a lottery system shall be used to determine seniority.

The School Committee agrees to provide the Association with a seniority list by March 1, of each year.

- 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:
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.
  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.
  3. If there is an 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.
  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 new applicant for any vacant or created position.
- 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.
- 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.

- 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.

**Article 29  
AMENDMENTS**

This Agreement may be amended only by mutual and voluntary written consent of the parties and by no other manner whatsoever.

No Amendment shall be binding upon the parties until it has been duly executed in writing by the Committee and the Association.

**Article 30  
SAVING CLAUSE**

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.

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.

**Article 31  
RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS**

During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike 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.

**Article 32  
GRIEVANCE PROCEDURE**

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

**A. Definition**

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 violation of the Rules and Regulations of the School Committee.
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.

**B. General Provisions**

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.
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.
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.
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.
5. Time limits at any step may be extended by mutual agreement.
6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.
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.

8. The Association shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.
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.

**C. Procedures**

**Step 1 - Informal Discussion**

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.

**Step 2 - Principal or Immediate Supervisor**

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the grievance in writing 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.

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

**Step 3 - Superintendent of Schools**

If the grievance is not resolved at Step 2, the 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.

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.

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

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

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

#### **Step 4 - Arbitration**

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

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.

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

The arbitrator shall have no power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with the provisions of this Agreement.

The decision of the arbitrator shall be binding upon the School Committee, the Association, and the aggrieved teacher.

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

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.

**Article 33**  
**CHAPTER 656**

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.

**Article 34**  
**DURATION**

Except as otherwise specified in this Agreement or attached Appendices, this Agreement shall be effective as of July 1, 2005 and shall continue and remain in full force and effect until June 30, 2010,. The parties agree that not later than October, 2009 they shall enter into negotiations for a successor agreement to become effective as of July 1, 2010.

The Superintendent reserves the right to request bargaining regarding a change to a working condition or provision in the collective bargaining agreement not addressed in this plan should the Superintendent feel that such a change to the collective bargaining agreement is necessary to maximize the rapid achievement of students in underperforming schools.

Once a school loses its designation as Level 4 the changes in working conditions and changes to the collective bargaining agreement established herein shall no longer apply. In the event that Level 4 designation continues beyond a three year period the non- compensatory changes in the agreement would remain in effect even if grant funding is not available.

**Article 35**

## **LABOR MANAGEMENT STUDY TEAMS**

### Labor/Management Study Teams

The Parties agree to establish Study Teams consisting of equal representation from the Springfield Public Schools and the Springfield Education 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 (1) Study Team may be operational at any given time during the school year and the work of the Study Team will be ongoing according to a schedule to be mutually developed by the members of each Study Team. Teachers serving on the Study Team will be compensated at the established workshop hourly rate for any work performed beyond the regular school day.

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

The Springfield Public Schools will provide staff support to the Study Teams and will be responsible for the production and dissemination of the initial, interim and final reports. Draft reports on each issue will be presented to the Study Teams for their review and input. Actual meetings of the Study Teams will be scheduled to review the initial and interim Draft reports and to solicit input and ideas from the Team members. Each Study Team will submit a Final Draft report to the respective Collective Bargaining Teams for their review at least thirty (30) school days prior to the final regularly scheduled meeting of the Springfield School Committee for that school year. A final report will then be submitted to the Superintendent of Schools, the Springfield School Committee and the President of the Springfield Education Association.

### **Article 36 TURN-AROUND SCHOOL PILOT PROGRAM**

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

The transfer of teachers both into and out of the Pilot School will be accomplished through the transfer process provided in Article 11. If the Parties agree that the current transfer process does not provide the necessary staffing pattern for the model improvement effort, the Parties will mutually agree upon modifications in order to establish the necessary staffing.

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

The following time line will be followed to effectuate this action:

<u>SCHOOL YEAR</u>	<u>ACTION INITIATIVE</u>
2006-2007	Identify School
2007-2008	Program Design/Staff Selection
2008-2009	Pilot School Opens

The Parties agree to mutually establish an evaluation process of the pilot turn-around school following the 2008-2009 school year, and continuing annually for four (4) successive years. The evaluation will focus on Adequate Yearly Progress and related indicators that enable the staff to meet Adequate Yearly Progress.

### **Article 37 WORKSHOPS**

The School Committee and the Association 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 Springfield Public Schools. If the workshop occurs during normal work hours on a regularly scheduled workday, they shall receive their regular compensation and shall not receive any 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 Article 27, Compensation, Section L. 5., Hourly Rate. The preceding terms of this Letter shall always be given the broadest possible interpretation and application.

All other workshops shall be compensated in accordance with established past practice.

**Article 39**  
**MENTOR PROGRAM**

The purpose of mentoring is to provide guidance, resources, and support for the participating teacher (mentoree). For the beginning teacher, this relationship will help make their induction to teaching smooth and successful.

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

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

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

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

Mentor teachers are not evaluators. The mentor's assessment of a participating teacher's performance will not be used in the teacher's evaluation.

**Article 39**  
**PROBLEM-SOLVING SERVICE TEAM FOR STUDENT ACHIEVEMENT**

The goal of full implementation of Problem-Solving Teams is to provide team meeting time during the school day. The following is the transitional plan.

**A. Service Teams**

The core of the model is the multidisciplinary collaborative Service Team. This team is different from other teams typically formed in public schools-special education evaluation teams, pre-referral teams, and crisis teams. The Service Team has constant membership, and includes

both school staff and providers from outside agencies. The Team, utilizing collegial problem-solving approaches, meets weekly and addresses the needs of all students, focusing on the target populations of students over long periods of time. During initial implementation, the Service Team is involved in on-site professional development, addressing real issues confronting actual students in the school. Over time, the Service Team may assume many of the responsibilities of the more traditional teams, conducting or arranging needed assessments, addressing crises and doing problem-solving and implementation of curriculum and services.

A typical Service Team might consist of 6-8 team members including regular education teachers, specialists, and support staff from the school, and direct service providers from outside agencies, who will be available as needed (e.g., social workers, therapists, outreach workers). Team members participate in weekly team meetings, sharing expertise and responsibility for 75-125 students (teams in alternative schools and elementary schools may be responsible for fewer students). They utilize the Problem-Solving Process to identify concerns, define problems, generate and evaluate solutions, select solutions and develop action plans, implement the plans and evaluate their actions. Team members, to the extent necessary, will act as a caring adult for one or more of the target students (i.e., students with emotional and behavioral disabilities or other students identified by the team as at risk), fathering and sharing critical information about the student, serving as the locus of information, and following and documenting the student's academic and social progress. The decision of who would be the best adult for a specific student is based on the established relationship, the expertise of the adult and the need of the child.

Service Teams may be organized in a number of different configurations:

1. Cluster Teams, organized around particular grade levels (e.g., a fifth grade cluster team)
2. Unit Teams, organized around a physical unit of the school (e.g., a "house" of a high school)
3. Multigrade groups of classes (e.g., K-12)
4. Target Population Tea, organized around a particular segment of the student population (e.g., high risk LEP students)

## **B. Organizational Support**

Organizational support is provided at the following three levels:

1. Support for Direct Service – at the Team level

Each Team is led by a member of the Team who is selected through the posting process as the Facilitator. The Teams and the Facilitators are guided and supported by external Consultants, who meet individually with the Facilitators, and attend the periodic team meetings. Facilitators will be given professional development on team facilitation and problem-solving skills in addition to ongoing support in the implementation stage.

Each Facilitator spends time preparing for the weekly Team meeting, following up after team meetings, meeting with the Consultant and meeting monthly with the other Facilitators within each school, and/or across the District. This extra work is done during the regular work day, or before or after regular work hours.

## 2. Management Support – at the school level

At each school (site), an interagency Management Group is established provide ongoing assistance to the Teams, addressing problems that cannot be solved at the team level. The Management Group is comprised of:

- The principal
- Supervisors from collaborating agencies
- Facilitators of Teams in that school
- Consultants for the school

## 3. Policy Support – at the District level

At the District level, the collaborative Policy Committee provides support to the schools that have Management Groups and Service Teams. The Policy Committee addresses problems that cannot be solved at the management level. It is comprised of:

- The Superintendent or his/her designee (Executive Director for Teaching Learning and Support Services)
- Various District-level directors (e.g., Guidance, Alternative Programs, Academic, Special Education)
- Principals of participating schools
- Directors of collaborating agencies
- SEA representative
- The Coordinator

### **C. Professional Development**

Professional development occurs in the context of regular, structured, facilitated meetings. Members collaborate to identify and meet their own professional development needs, with the support of the Management Groups and the Policy Committee.

### **D. Meeting Schedules and Compensation**

It is agreed that all participation is voluntary, and all teachers presently or potentially part of a team would have to voluntarily agree in order for that team to participate. The goal of full implementation of Problem Solving Teams is to provide team meeting time during the school day.

Each School will determine which of the following meeting schedules will be in effect.

1. Teams will meet weekly. When the meeting time for schools' teams is before or after the normal work day, team members will be compensated. Teams will meet only twice during the month of September and only twice during the month of June and team members will be compensated \$50.00 for each of those months and \$100.00 for each other school month (annual rate of \$900.00). In addition to their pay as a member of the Team, Facilitators shall be paid an annual stipend of \$500.00. Facilitators and team members will be paid twice during the year at the eleventh (11<sup>th</sup>) and twenty-second (22<sup>nd</sup>) pay periods. At each meeting, the Facilitator and team members shall sign an attendance sheet which shall be forwarded to the principal following each meeting. Any attendance issues shall be addressed by the principal.
2. Teams will meet weekly, except only twice in the month of September and only twice during the month of June, and perform the work during the day. Since the team members would already be compensated for the day, they would not receive any additional compensation. The Facilitator shall receive an annual stipend of \$500.00 and shall be paid twice during the school year during the eleventh (11<sup>th</sup>) and twenty-second (22<sup>nd</sup>) pay periods. At each meeting, the Facilitator and teams members shall sign an attendance sheet which shall be forwarded to the principal following each meeting. Any attendance issues shall be addressed by the principal.
3. Teams will meet weekly, and half of the meetings each month shall be during the day and the other half before and after school. Teams will meet only twice during the month of September and only twice during the month of June. Team members will be compensated \$25.00 for each of those months, and \$50.00 for each of the other months (annual rate of \$450.00). In addition to the pay as a member of the team, Facilitators shall be paid an annual stipend of \$500.00. Facilitators and team members will be paid twice during the year, on the eleventh (11<sup>th</sup>) and twenty-second (22<sup>nd</sup>) pay periods. At each meeting, the Facilitator and

team members shall sign an attendance sheet which shall be forwarded to the principal following each meeting. Any attendance issues shall be addressed by the principal.

**Article 40  
LITIGATION**

The Springfield Education Association (SEA) will withdraw all litigation and Massachusetts Labor Relations Committee (MLRC) cases (i.e., wage freeze, health insurance and bargaining).

SIGNED:

**For the Springfield School Committee:**

**For the Springfield Education Association:**

Charles Ryan, Mayor

Timothy T. Collins, President

Thomas Ashe

Arlindo Alves

Marjorie Hurst, Esq.

Christine Caney

Jennifer Murphy

Natalie Dorm

Antonette Pepe

Priscilla Johnson

Michael Rodgers

Peter Ortega

Kenneth Shea, Esq.

Yvette Ramos-Bishop

Cathlene Sares

Jennifer Stogner

Frederick (Bud) Wagner

## Appendix A-1 (05-06)

### Salary Schedule 05-06

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	*15	*20	*25
II	0	0	0	30,562	31,988	33,416	34,852	36,283	37,714	39,143	40,579	45,423	56,721	48,019	49,317
III	0	30,562	31,877	33,190	34,500	35,813	37,127	38,439	39,750	41,062	42,375	47,163	48,464	49,764	51,064
IV	30,562	31,898	33,244	34,590	35,934	37,227	38,624	39,971	41,316	42,660	44,005	48,889	50,186	51,484	52,783
B+15	31,234	32,547	33,920	35,262	36,609	37,956	39,300	40,647	41,992	43,335	44,682	49,562	50,861	52,162	53,462
V	33,503	34,859	36,206	37,560	38,909	40,259	41,611	42,959	44,308	45,657	47,008	51,985	53,282	54,582	55,882
** M+15	34,178	35,535	36,887	38,232	39,583	40,933	42,287	43,636	44,984	46,336	47,683	52,660	53,958	55,257	56,557
**VI	36,153	37,500	38,858	40,218	41,571	42,925	44,280	45,638	46,993	48,351	49,706	54,769	56,069	57,367	58,666
**M+45	36,828	38,178	39,531	40,887	42,245	43,600	44,958	46,314	47,685	49,026	50,383	55,446	56,746	58,045	59,345
VII	38,924	40,273	41,632	42,992	44,346	45,705	47,062	48,419	49,780	51,137	52,494	57,645	58,945	60,246	61,546

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

## Appendix A-1 (06-07)

### Salary Schedule 06-07

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	*15	*20	*25
<b>II</b>	35,000	36,000	36,000	36,000	36,723	38,019	39,295	41,281	42,300	43,500	44,700	47,694	49,057	50,420	51,783
<b>III</b>	35,000	36,338	37,575	38,783	39,606	40,746	41,861	43,734	44,500	45,500	47,000	49,521	50,887	52,252	53,617
<b>IV</b>	36,000	37,000	38,000	39,500	41,500	42,500	43,500	44,500	45,500	46,000	47,000	51,333	52,695	54,058	55,422
<b>B+15</b>	36,400	37,500	38,000	39,500	41,500	42,500	43,500	44,500	45,500	46,500	47,000	52,040	53,404	54,770	56,135
<b>V</b>	38,000	39,250	40,500	42,000	43,500	45,500	46,500	48,000	50,000	52,000	53,500	54,584	55,946	57,311	58,676
<b>** M+15</b>	38,500	40,000	41,500	43,000	44,500	46,000	47,500	49,500	51,000	53,000	53,750	55,293	56,656	58,020	59,385
<b>**VI</b>	40,000	41,000	42,500	44,000	45,500	47,000	48,500	50,500	52,000	54,000	54,500	57,507	58,872	60,235	61,599
<b>**M+45</b>	41,000	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	55,000	58,218	59,583	60,947	62,312
<b>VII</b>	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	55,000	60,527	61,892	63,257	64,623

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

## Appendix A-1 (07-08)

### Salary Schedule 07-08

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	*15	*20	*25
II	35,000	36,000	36,000	36,000	36,723	38,019	39,295	41,281	42,300	43,500	44,700	47,694	49,006	50,406	51,807	53,207
III	35,000	36,338	37,575	38,783	39,606	40,746	41,861	43,734	44,610	45,500	47,000	49,521	50,883	52,286	53,689	55,091
IV	36,000	37,000	38,000	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	51,333	52,745	54,144	55,545	56,946
B+15	36,400	37,500	38,250	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	52,040	53,471	54,873	56,276	57,679
V	38,000	39,250	40,500	42,000	43,500	45,500	46,500	48,000	50,000	52,000	53,500	54,584	56,085	57,485	58,887	60,290
** M+15	38,500	40,000	41,500	43,000	44,500	46,000	47,500	49,500	51,000	53,000	54,060	55,293	56,814	58,214	59,616	61,018
**VI	40,000	41,000	42,500	44,000	45,500	47,000	48,500	50,500	52,000	54,000	55,080	57,507	59,088	60,491	61,891	63,293
**M+45	41,000	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,100	58,218	59,819	61,222	62,623	64,026
VII	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	56,100	60,527	62,191	63,594	64,997	66,400

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-1 (08-09)

### Salary Schedule 08-09

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	12B	*15	*20	*25
II	35,000	36,000	36,000	36,000	36,723	38,019	39,295	41,281	42,300	43,500	44,700	47,694	49,006	50,353	51,792	53,231	54,670
III	35,000	36,338	37,575	38,783	39,606	40,746	41,861	43,734	44,610	45,500	47,000	49,521	50,883	52,282	53,724	55,165	56,606
IV	36,000	37,000	38,000	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	51,333	52,745	54,195	55,633	57,072	58,512
B+15	36,400	37,500	38,250	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	52,040	53,471	54,942	56,382	57,824	59,265
V	38,000	39,250	40,500	42,000	43,500	45,500	46,500	48,000	50,000	52,000	53,500	54,584	56,085	57,627	59,065	60,506	61,948
** M+15	38,500	40,000	41,500	43,000	44,500	46,000	47,500	49,500	51,000	53,000	54,060	55,293	56,814	58,376	59,815	61,255	62,696
**VI	40,000	41,000	42,500	44,000	45,500	47,000	48,500	50,500	52,000	54,000	55,080	57,507	59,088	60,713	62,154	63,593	65,034
**M+4 5	41,000	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,100	58,218	59,819	61,464	62,905	64,345	65,786
VII	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	56,100	60,527	62,191	63,902	65,343	66,784	68,226

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-1 (09-10)

### Salary Schedule 09-10

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	12B	12C	*15	*20	*25
II	35,000	36,000	36,000	36,000	36,723	38,019	39,295	41,281	42,300	43,500	44,700	47,694	49,006	50,353	51,738	53,217	54,695	56,174
III	35,000	36,338	37,575	38,783	39,606	40,746	41,861	43,734	44,610	45,500	47,000	49,521	50,883	52,282	53,720	55,202	56,682	58,163
IV	36,000	37,000	38,000	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	51,333	52,745	54,195	55,686	57,163	58,642	60,121
B+15	36,400	37,500	38,250	39,500	41,500	42,500	43,500	44,500	45,500	46,524	47,571	52,040	53,471	54,942	56,452	57,932	59,414	60,895
V	38,000	39,250	40,500	42,000	43,500	45,500	46,500	48,000	50,000	52,000	53,500	54,584	56,085	57,627	59,212	60,690	62,170	63,651
** M+15	38,500	40,000	41,500	43,000	44,500	46,000	47,500	49,500	51,000	53,000	54,060	55,293	56,814	58,376	59,981	61,460	62,939	64,420
**VI	40,000	41,000	42,500	44,000	45,500	47,000	48,500	50,500	52,000	54,000	55,080	57,507	59,088	60,713	62,383	63,864	65,342	66,822
**M+4 5	41,000	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,100	58,218	59,819	61,464	63,154	64,635	66,115	67,595
VII	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	56,100	60,527	62,191	63,902	65,659	67,140	68,621	70,102

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-2 (05-06)

### Critical Needs Salary Schedule 05-06

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	*15	*20	*25
II	0	0	0	32,562	33,988	35,416	36,852	38,283	39,714	41,143	42,579	47,423	58,721	50,019	51,317
III	0	32,562	33,877	35,190	36,500	37,813	39,127	40,439	41,750	43,062	44,375	49,163	50,464	51,764	53,064
IV	32,562	33,898	35,244	36,590	37,934	39,227	40,624	41,971	43,316	44,660	46,005	50,889	52,186	53,484	54,783
B+15	33,234	34,547	35,920	37,262	38,609	39,956	41,300	42,647	43,992	45,335	46,682	51,562	52,861	54,162	55,462
V	35,503	36,859	38,206	39,560	40,909	42,259	43,611	44,959	46,308	47,657	49,008	53,985	55,282	56,582	57,882
** M+15	36,178	37,535	38,887	40,232	41,583	42,933	44,287	45,636	46,984	48,336	49,683	54,660	55,958	57,257	58,557
**VI	38,153	39,500	40,858	42,218	43,571	44,925	46,280	47,638	48,993	50,351	51,706	56,769	58,069	59,367	60,666
**M+45	38,828	40,178	41,531	42,887	44,245	45,600	46,958	48,314	49,685	51,026	52,383	57,446	58,746	60,045	61,345
VII	40,924	42,273	43,632	44,992	46,346	47,705	49,062	50,419	51,780	53,137	54,494	59,645	60,945	62,246	63,546

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-2 (06-07)

### Critical Needs Salary Schedule 06-07

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	*15	*20	*25
<b>II</b>	37,000	38,000	38,300	38,724	39,091	40,019	41,295	43,281	44,300	45,500	46,700	49,694	51,057	52,420	53,783
<b>III</b>	37,000	38,338	39,575	40,783	41,606	42,746	43,861	45,734	46,500	47,500	49,000	51,521	52,887	54,252	55,617
<b>IV</b>	38,000	39,000	40,000	41,500	43,500	44,500	45,500	46,500	47,500	48,000	49,000	53,333	54,695	56,058	57,422
<b>B+15</b>	38,400	39,500	40,000	41,500	43,500	44,500	45,500	46,500	47,500	48,000	49,000	54,040	55,404	56,770	58,135
<b>V</b>	40,000	41,250	42,500	44,000	45,500	47,500	48,500	50,000	52,000	54,000	55,500	56,584	57,946	59,311	60,676
<b>** M+15</b>	40,500	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	55,750	57,293	58,656	60,020	61,385
<b>**VI</b>	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	56,500	59,507	60,872	62,235	63,599
<b>**M+45</b>	43,000	44,000	45,500	47,000	48,500	50,000	51,500	53,500	55,000	57,000	57,000	60,218	61,583	62,947	64,312
<b>VII</b>	44,000	45,000	46,500	48,000	49,500	51,000	52,500	54,500	56,000	57,000	57,000	62,527	63,892	65,257	66,623

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-2 (07-08)

### Critical Needs Salary Schedule 07-08

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	*15	*20	*25
<b>II</b>	37,000	38,000	38,000	38,000	38,723	40,019	41,295	43,281	44,300	45,500	46,700	49,694	51,006	52,406	53,807	55,207
<b>III</b>	37,000	38,338	39,575	40,783	41,606	42,746	43,861	45,734	46,610	47,500	49,000	51,521	52,883	54,286	55,689	57,091
<b>IV</b>	38,000	39,000	40,000	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	53,333	54,745	56,144	57,545	58,946
<b>B+15</b>	38,400	39,500	40,250	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	54,040	55,471	56,873	58,276	59,679
<b>V</b>	40,000	41,250	42,500	44,000	45,500	47,500	48,500	50,000	52,000	54,000	55,500	56,584	58,085	59,485	60,887	62,290
<b>** M+15</b>	40,500	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,060	57,293	58,814	60,214	61,616	63,018
<b>**VI</b>	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	57,080	59,507	61,088	62,491	63,891	65,293
<b>**M+45</b>	43,000	44,000	45,500	47,000	48,500	50,000	51,500	53,500	55,000	57,000	58,100	60,218	61,819	63,222	64,623	66,026
<b>VII</b>	44,000	45,000	46,500	48,000	49,500	51,000	52,500	54,500	56,000	57,000	58,100	62,527	64,191	65,594	66,997	68,400

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-2 (08-09)

### Critical Needs Salary Schedule 08-09

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	12B	*15	*20	*25
II	37,000	38,000	38,000	38,000	38,723	40,019	41,295	43,281	44,300	45,500	46,700	49,694	51,006	52,353	53,792	55,231	56,670
III	37,000	38,338	39,575	40,783	41,606	42,746	43,861	45,734	46,610	47,500	49,000	51,521	52,883	54,282	55,724	57,165	58,606
IV	38,000	39,000	40,000	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	53,333	54,745	56,195	57,633	59,072	60,512
B+15	38,400	39,500	40,250	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	54,040	55,471	56,942	58,382	59,824	61,265
V	40,000	41,250	42,500	44,000	45,500	47,500	48,500	50,000	52,000	54,000	55,500	56,584	58,085	59,627	61,065	62,506	63,948
** M+15	40,500	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,060	57,293	58,814	60,376	61,815	63,255	64,696
**VI	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	57,080	59,507	61,088	62,713	64,154	65,593	67,034
**M+45	43,000	44,000	45,500	47,000	48,500	50,000	51,500	53,500	55,000	57,000	58,100	60,218	61,819	63,464	64,905	66,345	67,786
VII	44,000	45,000	46,500	48,000	49,500	51,000	52,500	54,500	56,000	57,000	58,100	62,527	64,191	65,902	67,343	68,784	70,226

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-2 (09-10)

### Critical Needs Salary Schedule 09-10

2.75% Raise

Level/ Step	1	2	3	4	5	6	7	8	9	10	11	12	12A	12B	12C	*15	*2 0	*25
<b>II</b>	37,000	38,000	38,000	38,000	38,723	40,019	41,295	43,281	44,300	45,500	46,700	49,694	51,006	52,353	53,738	55,217	56,695	58,174
<b>III</b>	37,000	38,338	39,575	40,783	41,606	42,746	43,861	45,734	46,610	47,500	49,000	51,521	50,883	52,282	53,720	55,202	56,682	58,163
<b>IV</b>	38,000	39,000	40,000	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	53,333	52,745	54,195	55,686	57,163	58,642	60,121
<b>B+15</b>	38,400	39,500	40,250	41,500	43,500	44,500	45,500	46,500	47,500	48,524	49,571	54,040	53,471	54,942	56,452	57,932	59,414	60,895
<b>V</b>	40,000	41,250	42,500	44,000	45,500	47,500	48,500	50,000	52,000	54,000	55,500	56,584	56,085	57,627	59,212	60,690	62,170	63,651
<b>** M+15</b>	40,500	42,000	43,500	45,000	46,500	48,000	49,500	51,500	53,000	55,000	56,060	57,293	56,814	58,376	59,981	61,460	62,939	64,420
<b>**VI</b>	42,000	43,000	44,500	46,000	47,500	49,000	50,500	52,500	54,000	56,000	57,080	59,507	59,088	60,713	62,383	63,864	65,342	66,822
<b>**M+4 5</b>	43,000	44,000	45,500	47,000	48,500	50,000	51,500	53,500	55,000	57,000	58,100	60,218	59,819	61,464	63,154	64,635	66,115	67,595
<b>VII</b>	44,000	45,000	46,500	48,000	49,500	51,000	52,500	54,500	56,000	57,000	58,100	62,527	62,191	63,902	65,659	67,140	68,621	72,102

\* Placement on Steps 15, 20 and 25 ends June 30, 2007

\*\* Placement on levels M+15, VI (M+30), and M+45 end September 1, 2009

## Appendix A-3

### Teacher Leader and Instructional Leadership Specialist 2007-2010

<b>Teacher Leader</b> <i>(implementation 2008-2009)</i>	<b>Instructional Leadership Specialist</b> <i>(implementation 2007)</i>
\$63,000	\$71,456
\$61,463	\$70,555
\$59,964	\$68,346
\$58,502	\$66,679
\$57,075	\$65,679
\$55,683	\$65,053
\$54,325	\$63,466
Entry Point \$53,000	Entry Point \$61,918

For use with Unit A staff other than the following subject areas: Math, Science, Special Education, English Language Learner  
 Teacher Leader implementation completed 2008-2009

### Critical Needs Teacher Leader and Instructional Leadership Specialist 2007-2010

<b>Teacher Leader</b> <i>(implementation 2008-2009)</i>	<b>Instructional Leadership Specialist</b> <i>(implementation 2007)</i>
\$66,103	
\$64,491	
\$62,918	\$71,900
\$61,383	\$70,417
\$59,886	\$68,436
\$58,425	\$66,767
Entry Point \$57,000	\$65,139

For use with Unit A staff in the following subject areas: Math, Science, Special Education, English Language Learner  
 Teacher Leader implementation completed 2008-2009

## **APPENDIX A -4 Level 4 Bonuses**

### **5% incentive**

- Goal 1 CPI Math 1%
- Goal 2 CPI ELA 1%
- Goal 3 MSG Math 1%
- Goal 4 MSG ELA 1%
- Goal 5 Student attendance 1%

### **Additional 5% incentive\***

- Goal 1 CPI Math 2%
- Goal 2 CPI ELA 2%
- Goal 3 MSG Math 1% and MSG ELA 1%
- Goal 4 Teacher attendance 1%
- Goal 5 Student attendance 2%
- Goal 6 External Suspensions 1%

### **Commerce**

#### **5% incentive**

- Goal 1 CPI Math 1%
- Goal 2 CPI ELA 1%
- Goal 3 MSG Math .5% MSG ELA .5%
- Goal 4 4 year graduation 1%
- Goal 5 Student attendance 1%

#### **Additional 5% incentive\***

- Goal 1 CPI Math 2%
- Goal 2 CPI ELA 2%
- Goal 3 MSG Math .5% and MSG ELA .5%
- Goal 4 Teacher attendance 1%
- Goal 5 Student attendance 2%
- Goal 6 External Suspensions 1%
- Goal 7 Graduation Rate 1%

\* Based upon the availability of additional funding (Art. 27. V)

## Appendix B

### Extra Curricular Activities

A. General Notes:

1. The salaries are listed as Step 1, Step 2, Step 3. A person will be paid at Step 1 during the first year that he/she supervises the activity. During the second year that he/she supervises the activity, he/she will be on Step 2. Beginning the third year, he/she will be on Step 3.
2. Participation in the above listed extracurricular activities will be voluntary. If qualified volunteers are not available for any activity, the principal may request the services of a member of the school staff.
3. Payment of services rendered for a part of a year or part of an activity shall be pro-rated on the portion of the activity rendered.

### Appendix B-1 – Senior High School

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Football Head	step 1	3,282	3,372	3,465	3,560
Football Head	step 2	3,720	3,822	3,927	4,035
Football Head	step 3	4,306	4,425	4,546	4,671
Basketball Head	step 1	2,568	2,638	2,711	2,785
Basketball Head	step 2	2,787	2,863	2,942	3,023
Basketball Head	step 3	3,115	3,201	3,289	3,380
Baseball Head	step 1	2,568	2,638	2,711	2,785
Baseball Head	step 2	2,787	2,863	2,942	3,023
Baseball Head	step 3	3,115	3,201	3,289	3,380
Gymnastics	step 1	2,568	2,638	2,711	2,785
Gymnastics	step 2	2,787	2,863	2,942	3,023
Gymnastics	step 3	3,115	3,201	3,289	3,380
Hockey	step 1	2,568	2,638	2,711	2,785
Hockey	step 2	2,787	2,863	2,942	3,023
Hockey	step 3	3,115	3,201	3,289	3,380

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Soccer Head	step 1	2,568	2,638	2,711	2,785
Soccer Head	step 2	2,787	2,863	2,942	3,023
Soccer Head	step 3	3,115	3,201	3,289	3,380
Softball Head	step 1	2,568	2,638	2,711	2,785
Softball Head	step 2	2,787	2,863	2,942	3,023
Softball Head	step 3	3,115	3,201	3,289	3,380
Swimming	step 1	2,568	2,638	2,711	2,785
Swimming	step 2	2,787	2,863	2,942	3,023
Swimming	step 3	3,115	3,201	3,289	3,380
Track	step 1	2,568	2,638	2,711	2,785
Track	step 2	2,787	2,863	2,942	3,023
Track	step 3	3,115	3,201	3,289	3,380
Volleyball	step 1	2,568	2,638	2,711	2,785
Volleyball	step 2	2,787	2,863	2,942	3,023
Volleyball	step 3	3,115	3,201	3,289	3,380
Wrestling	step 1	2,568	2,638	2,711	2,785
Wrestling	step 2	2,787	2,863	2,942	3,023
Wrestling	step 3	3,115	3,201	3,289	3,380
Football Asst.	step 1	2,050	2,106	2,164	2,224
Football Asst.	step 2	2,270	2,332	2,396	2,462
Football Asst.	step 3	2,576	2,647	2,720	2,794
Baseball Asst.	step 1	1,606	1,650	1,696	1,742
Baseball Asst.	step 2	1,826	1,876	1,928	1,981
Baseball Asst.	step 3	2,117	2,175	2,235	2,296
Basketball Asst.	step 1	1,606	1,650	1,696	1,742
Basketball Asst.	step 2	1,826	1,876	1,928	1,981
Basketball Asst.	step 3	2,117	2,175	2,235	2,296
Cross Country	step 1	1,606	1,650	1,696	1,742
Cross Country	step 2	1,826	1,876	1,928	1,981
Cross Country	step 3	2,117	2,175	2,235	2,296

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Volleyball Asst.	step 1	1,606	1,650	1,696	1,742
Volleyball Asst.	step 2	1,826	1,876	1,928	1,981
Volleyball Asst.	step 3	2,117	2,175	2,235	2,296
Faculty Equipment Mgr.					
1-14 Teams	step 1	1,606	1,650	1,696	1,742
1-14 Teams	step 2	1,826	1,876	1,928	1,981
1-14 Teams	step 3	2,117	2,175	2,235	2,296
15-25 Team	step 1	2,568	2,638	2,711	2,785
15-25 Teams	step 2	2,787	2,863	2,942	3,023
15-25 Teams	step 3	3,115	3,201	3,289	3,380
26 plus Teams	step 1	3,282	3,372	3,465	3,560
26 plus Teams	step 2	3,720	3,822	3,927	4,035
26 plus Teams	step 3	4,306	4,425	4,546	4,671
Golf	step 1	1,606	1,650	1,696	1,742
Golf	step 2	1,826	1,876	1,928	1,981
Golf	step 3	2,117	2,175	2,235	2,296
Hockey Asst.	step 1	1,606	1,650	1,696	1,742
Hockey Asst.	step 2	1,826	1,876	1,928	1,981
Hockey Asst.	step 3	2,117	2,175	2,235	2,296
Soccer Asst.	step 1	1,606	1,650	1,696	1,742
Soccer Asst.	step 2	1,826	1,876	1,928	1,981
Soccer Asst.	step 3	2,117	2,175	2,235	2,296
Softball Asst.	step 1	1,606	1,650	1,696	1,742
Softball Asst.	step 2	1,826	1,876	1,928	1,981
Softball Asst.	step 3	2,117	2,175	2,235	2,296
Indoor Track	step 1	1,606	1,650	1,696	1,742
Indoor Track	step 2	1,826	1,876	1,928	1,981
Indoor Track	step 3	2,117	2,175	2,235	2,296

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Tennis	step 1	1,606	1,650	1,696	1,742
Tennis	step 2	1,826	1,876	1,928	1,981
Tennis	step 3	2,117	2,175	2,235	2,296
Track Asst.	step 1	1,606	1,650	1,696	1,742
Track Asst.	step 2	1,826	1,876	1,928	1,981
Track Asst.	step 3	2,117	2,175	2,235	2,296
Wrestling Asst.	step 1	1,606	1,650	1,696	1,742
Wrestling Asst.	step 2	1,826	1,876	1,928	1,981
Wrestling Asst.	step 3	2,117	2,175	2,235	2,296
Cheerleading (season)	step 1	1,606	1,650	1,696	1,742
Cheerleading (season)	step 2	1,826	1,876	1,928	1,981
Cheerleading (season)	step 3	2,117	2,175	2,235	2,296

## Appendix B-2 – Middle School

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Football Head	step 1	1,341	1,378	1,416	1,455
Football Head	step 2	1,577	1,621	1,665	1,711
Football Head	step 3	1,885	1,937	1,991	2,045
Football Asst.	step 1	1,025	1,054	1,083	1,112
Football Asst.	step 2	1,268	1,303	1,339	1,375
Football Asst.	step 3	1,566	1,609	1,653	1,699
Soccer	step 1	1,099	1,130	1,161	1,193
Soccer	step 2	1,341	1,378	1,416	1,455
Soccer	step 3	1,629	1,673	1,719	1,767
Basketball	step 1	1,099	1,130	1,161	1,193
Basketball	step 2	1,341	1,378	1,416	1,455
Basketball	step 3	1,629	1,673	1,719	1,767
Wrestling	step 1	1,099	1,130	1,161	1,193
Wrestling	step 2	1,341	1,378	1,416	1,455
Wrestling	step 3	1,629	1,673	1,719	1,767
Baseball	step 1	1,099	1,130	1,161	1,193
Baseball	step 2	1,341	1,378	1,416	1,455
Baseball	step 3	1,629	1,673	1,719	1,767
Track	step 1	1,099	1,130	1,161	1,193
Track	step 2	1,341	1,378	1,416	1,455
Track	step 3	1,629	1,673	1,719	1,767
Swimming	step 1	1,099	1,130	1,161	1,193
Swimming	step 2	1,341	1,378	1,416	1,455
Swimming	step 3	1,629	1,673	1,719	1,767
Softball	step 1	1,099	1,130	1,161	1,193
Softball	step 2	1,341	1,378	1,416	1,455
Softball	step 3	1,629	1,673	1,719	1,767
Equipment Mgr.	step 1	790	812	834	857
Equipment Mgr.	step 2	1,025	1,054	1,083	1,112
Equipment Mgr.	step 3	1,313	1,349	1,386	1,424

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Golf	step 1	790	812	834	857
Golf	step 2	1,025	1,054	1,083	1,112
Golf	step 3	1,313	1,349	1,386	1,424
Tennis	step 1	790	812	834	857
Tennis	step 2	1,025	1,054	1,083	1,112
Tennis	step 3	1,313	1,349	1,386	1,424
ROTC	step 1	1,606	1,650	1,696	1,742
ROTC	step 2	1,826	1,876	1,928	1,981
ROTC	step 3	2,117	2,175	2,235	2,296
Yearbook (Editorial)	step 1	669	687	706	726
Yearbook (Editorial)	step 2	893	917	943	969
Yearbook (Editorial)	step 3	1,130	1,161	1,193	1,226
Yearbook (Bus/H.S.)	step 1	669	687	706	726
Yearbook (Bus/H.S.)	step 2	893	917	943	969
Yearbook (Bus/H.S.)	step 3	1,130	1,161	1,193	1,226
Drill Team	step 1	669	687	706	726
Drill Team	step 2	893	917	943	969
Drill Team	step 3	1,130	1,161	1,193	1,226
School Paper (Editorial)*	step 1	669	687	706	726
School Paper (Editorial)*	step 2	893	917	943	969
School Paper (Editorial)*	step 3	1,130	1,161	1,193	1,226
School Paper (Business)	step 1	573	589	605	622
School Paper (Business)	step 2	754	775	796	818
School Paper (Business)	step 3	972	999	1,026	1,054

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Literary Magazine	step 1	573	589	605	622
Literary Magazine	step 2	754	775	796	818
Literary Magazine	step 3	972	999	1,026	1,054
Student Assoc. Treasurer	step 1	573	589	605	622
Student Assoc. Treasurer	step 2	754	775	796	818
Student Assoc. Treasurer	step 3	972	999	1,026	1,054
Dramatics	step 1	480	493	507	521
Dramatics	step 2	629	646	664	682
Dramatics	step 3	804	826	848	872
Class Advisor 2/1		600/734	617/754	634/775	651/796
School Store	step 1	385	396	407	418
School Store	step 2	471	484	497	510
School Store	step 3	644	662	680	699
Variety Show & M. Director	step 1	385	396	407	418
Variety Show & M. Director	step 2	471	484	497	510
Variety Show & M. Director	step 3	644	662	680	699
Variety Show & M. Dir. (Asst.)	step 1	192	197	203	208
Variety Show & M. Dir. (Asst.)	step 2	257	264	271	279
Variety Show & M. Dir. (Asst.)	step 3	328	337	346	356
Caps & Gowns	step 1	192	197	203	208
Caps & Gowns	step 2	257	264	271	279
Caps & Gowns	step 3	328	337	346	356

		effective	effective	effective	effective
		7/1/06	7/1/07	7/1/08	7/1/09
Band @ Football Games		81	83	86	88
Band @ Basketball Jam./Parades		49	51	52	54
Model UN		284	291	299	308
Student Council		284	291	299	308
National Honor Society		284	291	299	308
Key Club		284	291	299	308
*Minimum of three (3) publications per year					

## Appendix B-3 - Elementary

	effective	effective	effective	effective
	7/1/06	7/1/07	7/1/08	7/1/09
School-Wide Publications	284	291	299	308
Student Council	284	291	299	308
INTRAMURALS: Per Session, 30 Sessions				
Step 1	26.72	27.45	28.20	28.98
Step 2	27.74	28.51	29.29	30.09
Step 3	28.77	29.56	30.37	31.21

## **APPENDIX C ECOS PROGRAM**

A teacher shall have the right to request a modification in his or her participation in the outdoor aspects of the ECOS program. The request shall be submitted at least one (1) week in advance, except in case of emergency, to the principal who shall make every effort to accommodate the teacher's request. The teacher shall further have the right to appeal the principal's decision to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

**APPENDIX D**  
**STUDENT DISCIPLINE FORM**  
**(Article 7B)**

Name: \_\_\_\_\_

H.R.: \_\_\_\_\_ Grade: \_\_\_\_\_ Period: \_\_\_\_\_

\_\_\_\_\_

Corrective Measure taken by Teacher:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Disciplinary Report

To: \_\_\_\_\_

Student: \_\_\_\_\_

Action Taken:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Appendix E**

### **EVALUATIONS (Article 21)**

Agreed upon Evaluation Process is a separate document entitled “Springfield Public Schools Teacher Evaluation and Development System”

**APPENDIX F**  
**SPRINGFIELD PUBLIC SCHOOLS**  
Springfield, Massachusetts

SCHOOL CALENDAR: AUGUST 27, 2007 – JUNE 23, 2008

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August 27-30	Mon-Thurs	Four (4) Teacher Work Days
August 31	Friday	Convocation
September 4	Tuesday	Schools begin – All students in Grades 1-12.
Sept 4-7	Tues-Fri	Kindergarten Screening
September 10	Monday	Kindergarten students begin
September 11	Tuesday	All preschool students begin
October 8	Monday	Schools closed – Observance of Columbus Day
November 12	Monday	Schools closed – Observance of Veteran’s Day
November 21	Wednesday	Schools closed for Thanksgiving vacation. **(under dispute)
November 26	Monday	Schools reopen
December 21	Friday	Last day before holiday vacation. Dismissal covered by bulletin.
January 2	Wednesday	Schools reopen
January 21	Monday	Schools closed – Martin L. King, Jr.’s Birthday
Feb 18-22	Mon-Fri	Schools closed for Midwinter vacation.
February 25	Monday	Schools reopen
March 21	Friday	Schools closed – Good Friday
April 21-25	Mon-Fri	Schools closed for Spring vacation.
April 28	Monday	Schools reopen
May 26	Monday	Schools closed – Observance of Memorial Day
June 23	Monday	End of school year. Dismissal covered by bulletin.

<u>Scheduled Days</u>	<u>Teacher Work Days</u>	<u>Pupil School Days</u>
August 27, 2007 – June 23, 2008	185	180

Calendar includes five student days for inclement weather. Schools will close after they have been in session 180 pupil school days.

Approved by School Committee on February 7, 2007.

**APPENDIX G**  
**GUIDANCE AND VOCATIONAL COUNSELORS**

**GUIDANCE COUNSELORS**

Statement of Duties:

1. Will be directly responsible to the principal of the school and to the Director of Guidance.
2. Will assist all students to realize their potentialities through meetings with parents and students throughout the year.
3. Will study and contribute to a cumulative record for each child which contains test records, school grades, and any other information pertinent to his progress.
4. Will supervise testing program within the school.
5. Will help students to select school programs in terms of interest and aptitudes as indicated by objective tests (given individually and city-wide) and school achievement.
6. Will procure and present to all students, as well as to their parents, occupational and educational information pertinent to students' needs and aptitudes as a help in planning for vocational and educational goals.
7. Will provide individual counseling to show students their strengths and weaknesses. Will help them relate their abilities, aptitudes, and potentialities to educational opportunities and careers and make program adjustments for individual students throughout the year as necessary.
8. Will provide special services for the gifted and the slow learners by identifying and arranging special programs and by referring students to specialists in particular fields including remedial reading specialists when necessary.
9. Will provide special services for the physically and emotionally handicapped by informing their teachers of these handicaps and by referring them to medical or psychiatric specialists with proper reports for evaluation.
10. Will assist in providing activities necessary to orient students to the school program, to educational opportunities beyond high school, and to career opportunities.

## **VOCATIONAL COUNSELOR**

### Statement of Duties:

The counselor will be responsible to the principal and the Director of Guidance. The counselor will:

1. Prepare and use individual interest inventories, including test information.
2. Organize and present occupational information, especially information drawn from occupational surveys and follow-up studies.
3. Organize and present information on educational and training opportunities.
4. Administer and interpret standardized objective tests.
5. Assist in placement of pupils in (a) A suitable training program; (b) Employment.
6. Make follow-up studies of graduated and school leavers.
7. Provide special services for the atypical pupil (gifted, slow learners and handicapped).
8. Provide individual counseling to show students their strengths and weaknesses and to help them relate their abilities, aptitudes, and potentialities, to educational opportunities and careers.

## **APPENDIX H**

### **PSYCHOLOGICAL EXAMINER**

#### Statement Of Duties:

1. The general responsibilities of the Psychological Examiner will be to administer and interpret individual intelligence and achievement tests to pupils being considered for placement in special education classes. Testing will include primarily the Revised Stanford - Binet and Wechsler Intelligence Scales. Other testing will involve the testing of academically talented and emotionally disturbed children.
2. In addition to the screening of pupils for possible placement in special education, the Psychological Examiner will participate, as necessary, in Annual Reviews.
3. Will be directly responsible to the Director of Special Education and will also assume other responsibilities as may be assigned by the Director and/or the Executive Director of Special Services.

## **APPENDIX I**

### **SPEECH AND HEARING THERAPIST**

#### **Statement of Duties**

The Speech Therapist will be responsible to the Speech Supervisor. He/she will be responsible for the following services in his assigned schools:

1. Annual screening of all pupils in the first grade and those new to the system.
2. Administer therapy for speech problems due to defective articulation, foreign accent, stuttering, cerebral palsy, cleft-palate, and aphasia.
3. Teach lip reading and the proper use of hearing aids to the hard of hearing.
4. Conduct periodic meetings with parents to guide them with the best methods of helping at home.

## **APPENDIX J**

### **SCHOOL ADJUSTMENT COUNSELOR**

#### **Statement of Duties**

1. To Facilitate the early detection of children manifesting traits tending toward juvenile delinquency and to assist in the prevention of such children becoming juvenile delinquents.
2. Counseling and helping children in the primary, elementary and secondary grades who are neglected, maladjusted, emotionally disturbed, neurotic or otherwise potentially delinquent, and are referred by a teacher, principal, or other school personnel.
3. Cooperating with teachers, principals, and all other school personnel in assisting and readjusting such children.
4. Establishing helpful and kindly relationship with the home for the purpose of assisting parents to improve spiritual, moral, economic, physical or social conditions that threaten the welfare of the child and of society.
5. Enlisting the interest and help of local leaders in a mutual community effort to save such children from delinquency.
6. Core Evaluation Team Chairperson, when required. Any other duties assigned by the Director Assist of Guidance and Psychological Services.

## **APPENDIX K – TEACHER CAREER LADDERS**

### TEACHER LEADER

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

The Teacher Leader:

- Knows, understands, implements, and assesses the Massachusetts Curriculum Frameworks as well as the District Plans for Math, Reading and ELL.
- Uses standards-based teaching learning – lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum.
- Uses multiple data sources to inform instruction and to design and continually re-design the learning environment to support all students to proficiency.
- Frames the learning by contextualizing and using his/her deep content knowledge of subject taught.
- Matches the pace of instruction to the complexity of the content studied through use of rigorous inquiry, assignments, and assessments.
- Has clear and consistent expectations and models and creates exemplars with students available for review.
- Has a clear and visible method for applying assessment criteria, includes the students as part of the assessment process.
- Describes and demonstrates the criteria for movement along the rubric so that most students are able to consistently improve their work.
- Provides assessment practices to include clear and specific feedback to students. Exemplars are also provided, allowing most students to become independent, responsible learners.
- Demonstrates behavior that actualizes high expectations and the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.

- Deliberately structures the learning environment to engage all learners to higher order thinking skills and tasks by scheduling sufficient time to practice the skill and engage in rigorous tasks.
- Organizes an efficient learning environment which maximizes time on learning by having classroom routines and practices in place.
- Aligns his/her professional development with school and District goals to including identified school improvement goals.
- Works on the development of the School Improvement Plan and its effective implementation.
- Works with colleagues across grade levels to align curriculum and decrease redundancy by sharing best practices with colleagues at the school site.
- Assumes the role of teacher leader, mentor and content specialist as he/she works with colleagues across the District.
- Designs and presents professional development to colleagues as well as leads/facilitates team meetings and school-based professional development.
- Develops partnerships with parents and community and is willing to be assigned to a school that is identified as “in need of improvement” or not making adequate yearly progress.

#### INSTRUCTIONAL LEADERSHIP SPECIALIST.

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

The Instructional Leadership Specialist:

- Knows, understands, implements, and assesses the MA Curriculum Frameworks Standards as well as the District Plans for Math, Reading, and ELL.
- Uses standards-based teaching and learning – lesson unit and course design which are content specific and matches instructional materials to meet standards and curriculum.
- Uses multiple data sources to inform instruction and to design and continually re-design the learning environment to support all students to proficiency.

- Frames the learning by contextualizing and using his/her deep content knowledge of subject taught.
- Matches the pace of instruction to the complexity of the content studies through use of rigorous inquiry, assignments, and assessments.
- Has clear and consistent expectations and models and creates exemplars with students and adults available for review.
- Has a transparent method for developing assessment criteria that includes the students as part of the assessment process.
- Discusses the criteria for movement along the rubric so that all students use the criteria to improve their work.
- Provides assessment practices to include clear and specific feedback to students. Exemplars are also provided, allowing all students to become independent, responsible learners.
- Demonstrates behavior that actualizes high expectations and the belief “That all students can learn to the level of proficiency.” This belief includes all subsets such as SPED, ELL, etc. by teaching students how to set and work towards learning goal.
- Consistently and deliberately structures the learning environment to engage all learners in higher order thinking skills and tasks by scheduling sufficient time to practice the skill and engage in rigorous tasks.
- Organizes an efficient learning environment which maximizes time on learning by having classroom routines and practices in place.
- Aligns his/her professional development with school and district goals to including identified school improvement goals.
- Works on the development of the School Improvement Plan and its effective implementation.

The Instructional Leadership Specialist has a primary role to teach adults by:

- Modeling exemplary classroom practices; analyzing multiple data sources; differentiating instruction; and designing effective assessment practices.
- Possessing the skills set needed to instruct adults as to how to effectively analyze and interpret data.
- Sharing best practices with colleagues at the school site and across the District.

- Designing and presenting professional development to colleagues and leading/facilitating team meetings and school-based professional development.
- Developing partnerships with parents and community and will accept assignment to a school that is identified as “in need of improvement” or not making adequate yearly progress.

## APPENDIX L - DEPARTMENT CHAIRPERSONS

### BRIDGE ACADEMY

Home & Career Tech.

Technology Education

### **CENTRAL HIGH SCHOOL**

English Language Learner (ELL)

Computer Technology

English

Fine and Performing Arts

Foreign Language

Guidance

Home & Consumer Science

Mathematics

Physical Education

Science

Social Studies

Special Education

Technology/Engineering

### **HIGH SCHOOL OF SCIENCE & TECHNOLOGY**

English Language Learner (ELL)

Computer Technology

English

Fine and Performing Arts

Foreign Language

Guidance

Home & Consumer Science

Mathematics

Physical Education

Science

Social Studied

Special Education

Technology/Engineering

### PUTNAM VOCATIONAL TECHNICAL HIGH SCHOOL

Appliance

Auto Mechanics

Auto Body

English Language Learner (ELL)

Business

Commercial Art

Computer Technology

Cosmetology

Culinary Arts

Drafting

Electric

Electronic Service Tech

English

Fine and Performing Arts

Foreign Language

Graphics Arts

Guidance

Health Assistant

Heating Ventilation/Air

Conditioning

Horticulture

Hotel/Restaurant

Management.

Machine Operator

Mathematics

Metal Fabrication

Mill Carpentry

Paint & Decorating

Physical Education

Science

Social Studies

Special Education

## **HIGH SCHOOL OF COMMERCE**

English Language Learner (ELL)  
Computer Technology  
English  
Finance  
Fine and Performing Arts  
Foreign Language  
Guidance  
Home & Consumer Sciences  
Mathematics  
Physical Education  
Science  
Social Studies  
Special Education

## **CHESTNUT, DUGGAN, FOREST PARK, KENNEDY, & KILEY MIDDLE SCHOOLS**

English Language Learner (ELL)  
English  
Fine Arts (Art & Music)  
Foreign Language  
Guidance  
Math (Computers)  
Home & Consumer Sciences/Tech. Engineering  
Physical Education  
Reading  
Science  
Social Studies  
Special Education

## **BROOKINGS & JOHNSON - K-8 (EACH)**

Language Arts (English, Reading, Reading Resource, Title I, Spelling, Writing, Literature, etc.)  
Math  
Social Studies  
Science  
Foreign Language  
Fine & Performing Arts (Music, Art, Theater, Media, etc.)  
Physical Education  
Home & Consumer Science/Technology Engineering  
Special Education  
English Language Learner (ELL)

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