
AMERICAN ARBITRATION ASSOCIATION

A DECISION OF THE JOINT RESOLUTION COMMITTEE OF:

11 390 01823 10

THE SPRINGFIELD EDUCATION ASSOCIATION

and

THE SPRINGFIELD SCHOOL COMMITTEE

INTRODUCTION

This decision is issued in accordance with Chapter 12 of the Acts of 2010, An Act Relative to the Achievement Gap, and after the Springfield School Committee and the Springfield Education Association conducted negotiations over proposed changes to their collective bargaining agreement as it applies to SEA members at the ten “underperforming schools”¹ in Springfield that are subject to turnaround plans.² The ten schools are the Commerce, Kiley, Kennedy, Chestnut, Zanetti, Homer, White, Gerena, Brookings, and Brightwood Schools. The proposed changes to the collective bargaining agreement that were not resolved in the above-referenced negotiations were thereafter submitted to a Joint Resolution Committee.³

The Joint Resolution Committee is comprised of Daniel Warwick, Assistant Superintendent for the School Committee; Timothy Collins, SEA President for the Association; and a Conciliator. On September 24, 2010, Mary Ellen Shea was jointly selected by the School Committee and the Association to serve as the Conciliator and Neutral Chair of the Joint Resolution Committee.

In accordance with the requirements of the dispute resolution process, we have considered the positions of the parties, the designation of the ten aforementioned schools as underperforming schools, and the needs of the students in those ten schools in resolving the disputed issues. The Joint Resolution Committee hereby submits the following comprehensive decision to the Springfield School Committee and the Springfield Education Association which completes the dispute resolution process and, having reached consensus on the resolution of all the issues presented, this decision is dispositive of all the issues previously in dispute.

STAFFING

ARTICLE 27 D. Career Ladders for Teachers: (p. 62)

Add this new paragraph at the end of the clause

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.

Article 11 – TRANSFERS AND PROMOTIONS, A7. Transfers or Reassignments (p.33)

Add this new section at the end of the clause.

Art. 11 D. 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.

WORK DAY, WORK YEAR, SCHEDULE

Article 5-WORKING CONDITIONS, J- School Hours and Teacher Work Day (page 9)

Add this new clause.

Art. 5.J.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.

Add this new clause.

Art. 5.J.6 (page 9)

In collaboration with the Redesign, Implementation, and Monitoring Team, and subject to the 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.

Add this new clause.

Art. 5.J.7 (page 9)

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.

Add this new clause.

Art.5.J.8 (page 9)

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.

Add this new clause.

Art. 5.J.9 (page 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.

Add this new clause.

Art.5.J.10 (page 9)

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.

Article 5-WORKING CONDITIONS, L- Teacher Programming

Replace Art. 5.L.5 (page 10)

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.

Article 5-WORKING CONDITIONS, M- Length of School Year

Add this new section at the end of the clause.

Art. 5.M.1.c (page 11)

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.

Add this new clause.

Art.5.M.1.g (page 12)

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.

Add this new clause.

Art. 5. M.1.h (page 12)

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 15th. Teachers are accountable for effectively implementing in their classroom the approved professional development plan.

Article 5- WORKING CONDITIONS, P-Parent-Teacher Conferences

Add this new clause.

Art. 5.P.2 (page 14)

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.

Article 5-WORKING CONDITIONS, Q-Conditions of Instruction and Responsibilities of Teachers

Add this new clause.

Art.5.Q.5 (page 16)

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.

Add this new clause.

Art. 5.Q.6 (page 16)

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.

Add this new clause.

Art.5.Q.7 (page 16)

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.

Article 27- COMPENSATION, D-Career Ladders for Teachers:

Add new clause

Art. 27. D.3 (page 62)

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.

Article 12- LEAVES WITH PAY, A.1.b- Disability and Emergency (Sick Leave)

Add this new section at the end of the clause.

Art.12.A.1.b (page 35)

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.

EVALUATION

**Article 21, EVALUATION, PERSONNEL ACTION, AND PERSONNEL FILES,
A-Evaluation of Teachers**

Add this new paragraph at the end of the clause

Art. 21.A (page 50)

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.

Add to Art. 21.A (S.T.E.D.S.)

The ILS evaluation will continue to include principle VIII.

GOVERNANCE

Article 6, SCHOOL CENTERED DECISION MAKING, B- Each school shall have a School Centered Decision Making Team.

Add this new paragraph at the end of the clause

Art. 6.B.5 (page 21)

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

Add these new paragraphs at the end of the clause

Art. 6 C, (page 23)

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.

CHANGES TO THE PLAN

Article 34, DURATION

Add this new paragraph at the end of the clause (page 80)

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.

COMPENSATION

Article 11, TRANSFERS AND PROMOTIONS

Add this new clause

Art. 11.D – Annual Appointments (page 29)

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 27- COMPENSATION, T-Level 4 Stipends

Add this new clause

Art. 27.T.1 (page 73)

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

Turnaround Plan Year	Year 1 2010-2011*	Year 2 2011-2012	Year 3 School 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.

Add this new clause

Art. 27.T.2 (page 73)

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	Year 1 2011-2012	Year 2 2012-2013	Year 3 School 2012-2014
Steps 1-5	\$3105	\$3260	\$3423
Steps 6-11	\$3631	\$3812	\$4003
Steps 12 and above	\$4353	\$4408	\$4629

Add this new clause

Art. 27.T.3 (page 73)

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.

Article 27- COMPENSATION, U-Level 4 Bonus

Add this new clause

Art. 27. U (page 73)

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.)

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

DURATION

Article 34, DURATION

Add this new paragraph at the end of the clause (page 80)

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.

APPENDIX A

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)