

**AGREEMENT**

**BETWEEN THE**

**SPRINGFIELD SCHOOL COMMITTEE**

**AND THE**

**SPRINGFIELD EDUCATION ASSOCIATION**

**JULY 1, 2012 to JUNE 30, 2014**

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**JULY 1, 2014 to JUNE 30, 2016**



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## **PREAMBLE**

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

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

- System-wide Pupil Progression Plan 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, department heads in the elementary, K-8, Middle Schools, and Senior High Schools, therapists, Psychologists, Occupational Therapists, Speech and Language Pathologists, Speech and Language Assistants, Physical Therapists, Evaluation Team Leaders, Pupil Services 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 Springfield Public Schools.

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 does not have Professional Status as defined below.

*Professional Teacher Status* or PTS shall mean the status granted to a teacher pursuant to M.G.L. ch.71, §41.

Substitute teachers are not covered by this Agreement. *See* Substitute Teacher collective bargaining agreement.

## **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, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, age, handicap, or military service, as defined and required by state and federal laws or participation in any teacher organization activities.

**B. Affirmative Action**

The Parties recognize that the Springfield Public Schools has an Affirmative Action Policy and agrees to abide by it.

**Article 5  
WORKING CONDITIONS**

**A. Notices and Announcements**

1. All official circulars pertaining to teachers shall be provided electronically either by e-mail or on the district website, 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 update through Employee Self-Service any change of mailing address (instructions will be provided). The City and the Springfield Public Schools 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 the teacher's exclusive use in which s/he may securely store his/her instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.
4. Adequate parking facilities for teachers shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.
5. Mail boxes for teachers shall be provided in all schools.
6. When existing facilities permit, a teacher workroom shall be provided in each building consistent with the approved plans for new or renovated school buildings.
7. Photocopying machines and computers in each school shall be available to teachers to use in preparing instructional materials.
8. In school buildings, separate lavatory facilities shall be provided for staff.
9. All school grounds shall be smoke free. The Springfield Public Schools 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.
3. Whenever possible, as determined by the principal of the building, floating teachers shall be allowed to pick up supplies daily.
4. No teacher shall be required to purchase or otherwise provide at his/her expense, materials for student use.

**D. Grades**

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.

3. All teachers will abide by the Grading Framework Policy which is available on the Springfield Public Schools website.

## **E. Lesson Plans**

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

1. The Springfield Public Schools shall maintain a virtual curricula / instructional planning resource site for the purpose of developing unit plans and assessments for use by Springfield teachers. The Superintendent and/or designees in collaboration with the Association will monitor its development and implementation, and assess its effectiveness. Teachers will apply for participation in the development of these resources. Teachers not participating in the development of these resources will not be required to submit their work product to the resource site.

Outstanding unit plans developed outside of the Springfield Public Schools may be identified and included in the resource site consistent with copyright and intellectual property laws.

2. 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 unit plans in the resource site. Teachers should be able to relate the lesson plans to the curriculum/frameworks and/or learning outcomes, provided that each teacher will be provided access to the unit plans, curriculum/frameworks, and the learning outcomes. A copy will be provided upon written request. Information will be provided on how to access the virtual resource site.  
  
b. Lesson plans for each week shall be available in the teacher's workspace for review by 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. If lesson plans are required to be submitted, school administrators must give feedback and suggestions 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 maintain five (5) days of updated emergency lesson plans and provide them to principals and department chairs starting at the beginning of each grading period.

**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                 | H Home Tutors                      |
| B Adjustment Counselors               | I Evaluation Team<br>Leaders       |
| C School Psychologist                 | J Occupational<br>Therapists       |
| D Speech<br>Pathologists/Assistants   | K Physical Therapists              |
| E Teachers of the Hearing<br>Impaired | L Instructional Leader Specialists |
| F Teachers of Visually Impaired       | M Pupil Services Leaders           |
| G Itinerant Resource Teachers         | N Programmatic Specialists         |
|                                       | O Vocational Counselors            |
|                                       | P Teacher of Department            |

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 at the contractual hourly rate in APPENDIX B5 per class period regardless of the specific number of minutes in the period as it may vary from building to building.
4. Except in unusual circumstances, special and/or itinerant teachers will not be used as substitutes for regular classroom teachers.

**G. Student Teachers**

1. Placement of all student teachers, by whatever title they may be known, is processed through the Human Resources Department.

2. Acceptance of student teachers shall be voluntary.
3. Teachers may advise their immediate supervisor of their willingness to accept a student teacher for a specified period of time and in a definite assignment area.
4. The student teacher's duties shall be determined cooperatively by the cooperating teacher, the principal, and the representative from the student teacher's college in accordance with DESE regulations.

#### **H. Resignation / Nonrenewal of Employment**

1. The required notice of resignation of employment by a teacher is thirty (30) days from receipt of written notice by the Superintendent of Schools.
2. Notice of non-renewal of teachers, without professional status, shall occur no later than June 1st.

#### **I. Length of School Year**

1. The work calendar shall contain one hundred eighty-eight (188) scheduled days. 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. Seven (7) professional development days, without students in attendance, scheduled by the parties with the understanding that four (4) of these days shall be scheduled at the beginning of the school year, before the arrival of students.

The four days referenced above will have five (5) contact hours with an hour for lunch and two (2) breaks for a six-and-one half (6.5) hour day.

The three (3) days during the school year will be six (6) contact hours, with an hour for lunch for a seven (7) hour day. On these three (3) days, schools will operate on their regular schedule. District-wide Professional Development may operate with a different start and end time consistent with the above.



The Superintendent in collaboration with the Association's Committee on Professional Development plans and schedules seven (7) professional development days (Article 5 M., Length of School Year 1. c. & d.). These days are designed to meet the Springfield Public Schools' 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-licensure plan contains professional development points earned during the said seven (7) days, that portion of the teacher's re-licensure plan will be deemed to be approved in lieu of the immediate supervisor's approval.

- 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 agree to professional development choices that are consistent with their priorities as stated in the Preamble to this Agreement and that ensure that all teachers are moving toward highly qualified status consistent with state and federal laws).
  - e. 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.
  - f. Instructional Leader Specialists shall have their work year extended by ten (10) days beyond the schedule described within Article 5. I. 1. (a) – (d). The ten (10) six (6) hour days will be distributed as five (5) additional days before the beginning of the school year, and five (5) additional days after the end of the school year, unless a different schedule for the sixty (60) hours of work is mutually agreed upon between the ILS and the school principal of a given school. ILSs will receive a stipend (See APPENDIX B5) for the extended school year. The stipend shall be for all duties performed during the scheduled work day by the ILS during the ten (10) day, sixty (60) hours extended school year and the ILS will not be entitled to any other compensation for work performed during this period of time (to include contractual professional development days).
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 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 five (5) days within the established school calendar, days necessary to complete one hundred-eighty (180) legal school days shall be scheduled by the School Committee.

**J. School Hours and Teacher 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 Springfield Public Schools in the administration of this Agreement.

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. 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 or a combination thereof (not to exceed fifteen (15) minutes total).
3. The parties agree that the fifteen (15) minutes identified in 2 above, may on occasion, be insufficient to provide for the safe arrival and dismissal of students or there may be other situations beyond the control of school officials; on such occasions the fifteen (15) minute limit does not apply.
4. 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.
5. 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.
6. 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.

7. 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.
8. 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. Ch. 150E.

**K. After-School Meetings**

1. On the first and third Monday or Tuesday of each month (for a maximum of twenty work weeks during the school year), all teachers shall remain one hour and fifteen minutes beyond the end of the instructional day, hereinafter referred to as the “extended day”. In the event that the first or third Monday or Tuesday occurs during a vacation week, the day will be made-up the following week. The district in collaboration with the SEA will publish a calendar of extended days for the school year.

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, parent-teacher conferences 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 whether the extended day shall occur on Mondays or Tuesdays, and will develop a plan to make-up school cancellation days (but not on a Friday or the day before a holiday or school vacation).

2. Part-time teachers shall remain 35 minutes beyond their regular work day on extended days 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. Teachers shall be required to attend the annual Open House and an additional two (2) evening meetings as scheduled. These meetings will not exceed two (2) hours in duration.

**L. Teacher Assignment**

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/her assignment 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. If a teacher's assignment changes after the start of the summer vacation, the teacher will be notified by mail and/or e-mail to the Springfield Public Schools' Directory address. It is the responsibility of each teacher to provide an accurate summer mailing and e-mail (if available) 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 school building duty 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. At the K-8 and middle schools, planning time for teams shall be scheduled at least once each week.
6. 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.
7. An effort will be made to see to it that secondary school teachers do not have more than three (3) consecutive teaching assignments.
8. Floating teachers shall be relieved of all homeroom duties whenever possible.
9. 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. 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
<u>Putnam Vocational Technical Academy</u>	
Academic Classes	25-1
Shop Classes	17-1

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. Kindergarten through 3<sup>rd</sup> grade: 25
  - b. Kindergarten through 3<sup>rd</sup> grade with 2 teachers: 30
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. Any K-3 classroom with two (2) teachers may have up to three (3) additional students assigned by the Superintendent.
4. 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.

5. Federal and state regulations for special education shall supersede class size maximums and in some instances will be lower (see Article 8). 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.

**N. Teacher Licensure**

1. 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.
2. The Springfield Public Schools will send the Association a list of all teachers on waiver, including those who are on a waiver solely because they are teaching more than 20% of their time out of their area of licensure. This list will be provided to the Association within thirty (30) days of DESE verifying the EPIMS report.
3. When a teacher is teaching more than 20% out of their area of licensure every effort, that does not require an involuntary transfer, will be made to correct the situation in a timely manner. If the situation cannot be corrected during the school year, then the Springfield Public Schools will endeavor to correct this matter the following year, which may necessitate using the internal re-assignment and voluntary transfer process, before using an involuntary transfer. If the teacher involved is a non-PTS teacher the Superintendent retains the discretion to grant the teacher PTS on the recommendation of the Principal at the end of his/her third full consecutive year.
4. 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.

**O. Parent-Teacher Communication**

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

2. 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. Scheduled teacher-parent conferences shall be given first priority by building principals.

**P. 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 approved curriculum. 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 school year in time for teachers to set the

goals for the Springfield Effective Educator Development System (SEEDS) process.

4. The *School Handbook for Parents and Students* will be sent home to parents in September and a copy will be provided to each teacher.

**Q. School Calendar**

The School Calendar is established by the School Committee yearly and is available on the Springfield Public Schools' website and by reference is made a part of this Agreement.

**R. Preparation Periods**

1. "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. Employees may leave their school during their preparation period four (4) times per month without requesting permission from the principal. Employees must sign in and out and return to work on time. Failure to do so will result in the suspension of this privilege and will require the employee to seek the permission of the principal prior to leaving during the preparation period in the future.
2. 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 scheduled prep period. On that day the teacher must have one full non-instructional duty period.

**S. Duty-Free Lunch**

All teachers 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 Lunch Coverage rate (see APPENDIX B5). Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.

**T. 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

- a. 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.
- b. 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
- c. 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.
- d. Not more than fifty percent (50%) of the team shall be non-school members. "Non-school members" are defined as members other than parents, teachers, students and staff at the school.
- e. 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.
- d. 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.

## 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.
- D. Teachers will be compensated per the SCDM stipend in APPENDIX B5 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 in the regular paycheck on or about March 15th and the remaining half in the regular paycheck on or about 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 remove and refer 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. Student/Teacher Assistance Team (STAT)**

1. STATs are school based committees charged with helping their respective schools provide all students with opportunities to learn and progress in the educational setting. The primary purpose is to help teachers and/or school staff to meet diverse student needs within the educational setting. Help may be requested for an individual student or groups of students.
2. Teachers and school-based personnel, parents, and students themselves may request STAT assistance. STAT members, such as school adjustment and guidance counselors, one of the student's teachers, teachers, administrators, other support staff, referring party where appropriate and parents, use a collaborative problem solving process to assess the needs of students who are struggling academically and/or behaviorally. The process is data driven which means team members consider evidence that is collected to document the concern
3. The Principal shall coordinate STAT meetings that will meet during a mutually agreed upon time. The principal will ensure that the team meets regularly by providing appropriate space and coverage as needed. The Chairperson(s) shall issue the STAT related forms and shall receive and maintain completed forms in a confidential location. Requests for information and data from Central Office shall be responded to by the Chair. The STAT is responsible for timelines, subsequent meetings for the same student and extending timelines as necessary.
4. Annual training will be provided by the end of October. Ongoing training will be provided, as needed.

**B. 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.

**C. School Adjustment Counselors**

1. The parties agree that the duties of the School Adjustment Counselor are those outlined in Appendix G.
2. The parties agree that the qualifications of the School Adjustment Counselor are those required by DESE.
3. The appropriate director in Pupil Services, after consultation with the principal and 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 Chief of Pupil 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/her regular salary for each day s/he is requested to work before or after the school year.

**D. Programmatic Specialists (Behavior Specialist, Autism Specialist, LLD Coach, Assistive Technology Specialist)**

1. The duties of the Programmatic Specialist will be to provide coaching and mentoring to all teaching staff in the provision of specialized instruction and accommodations for at-risk students and students with disabilities.
2. The Programmatic Specialist will provide specialized professional development to schools and staff in the area of expertise.
3. The Programmatic Specialist will provide ongoing trainings and workshops to staff and/or families in the area of expertise.



4. The Programmatic Specialist shall work under the Chief of Pupil Services or designee to facilitate ongoing communication and technical assistance to schools around programmatic, instructional and compliance needs.
5. The Programmatic Specialist may provide direct services to students when appropriate.

**E. Speech and Language Pathologists**

1. Under the direction of the Chief of Pupil Services or designee, speech and language pathologists will provide the required supervision for speech and language assistants in the provision of direct services
2. Speech and Language Pathologists will be responsible for comprehensive assessments under 603. CMR 28.00 in the determination of eligibility for services.
3. Speech and Language Pathologists will be responsible for provision of direct and consultation services to staff and students when appropriate.
4. Speech and Language Pathologists will be responsible for attending TEAM meetings when appropriate.
5. Speech and Language Pathologists will be responsible for their portion of the IEP process including development of goals/objectives and progress reports.

**F. Speech and Language Assistants**

1. Under the direction and supervision of a speech-language pathologist, the speech-language assistant is responsible for providing speech-language services to students with Individual Education Programs in the schools.
2. SLA's shall have appropriate and confidential space and appropriate technology to conduct their duties.
3. The goal of the Committee is to provide SLT/SLA, THI, and TVI services for students with disabilities who are eligible for such services based on the state special education regulations.

**G. Teachers of the Hearing Impaired**

1. Serves as a resource to school staff members in the development and implementation of a balanced program to promote hearing disabled students' communication and academic skills for school success.

2. Provides an individualized education program to meet individual needs of hearing disabled students.
3. In conjunction with an audiological evaluation report, provides a thorough assessment and diagnosis of students' hearing disabilities using culturally and linguistically sensitive and appropriate methods.
4. Assists in appropriate referrals of hearing impaired individuals to agencies and specialists in the community as necessary and provides information, support, and counseling to parents and families when appropriate.
5. Assumes primary responsibility for requisitioning and maintaining needed audiological equipment and devices.

#### **H. Teachers of the Visually Impaired**

1. Serves as a resource to school staff members in the development and implementation of a balanced program to promote visually disabled students' social and academic skills for school success
2. Provides an individualized education program to meet individual needs of visually disabled students.
3. Assists in appropriate referrals of visually impaired individuals to agencies and specialists in the community as necessary and provides information, support, and counseling to parents and families when appropriate.
4. Assumes primary responsibility for requisitioning and maintaining needed equipment and devices for visually disabled students who are Braille and non-Braille users and learners.

#### **I. School Psychologists**

1. Be directly responsible to the Supervisor of Clinical Services.
2. Administer comprehensive assessments that address the areas of suspected disability and write comprehensive and professional reports on assessments that provide educationally relevant recommendations.
3. Participate in 603 CMR Team meetings as an evaluator to help determine eligibility for special education.
4. School psychologists will have appropriate space and technology to carry out his/her duties.

5. School psychologists will work under the supervision of the Chief of Pupil Services or designee. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated with the Chief of Pupil Services or designee. Any additional work days when needed may be scheduled with the approval of the Chief of Pupil Services.

**J. Occupational and Physical Therapists**

1. OT and PT are accountable for working with students within the school system who may have physical, sensory, and/or cognitive delays that may be impacting their academic achievements. He/she works with special and regular education staffs to assure that all understand and can carry out the objectives identified in the assessment, individual education plan, as well as the 504-accommodation plan.
2. OT and PT assignments and supervisions will be the responsibility of the Chief of Pupil Services and/or designee.
3. OT and PT staff assigned to more than one building should be allowed flexibility to provide for equitable services in each school.
4. OT and PT staff shall have appropriate space, equipment and technology to conduct their duties.

**K. Vocational Counselors for Special Education**

1. Vocational Counselors are responsible for working with students with disabilities in preparing them for post-secondary transition.
2. Vocational Counselor assignments will be the responsibility of the Chief of Pupil Services and/or designee.
3. Vocational Counselors shall have appropriate space and technology to conduct their duties.

**L. Evaluation Team Leader (ETL)**

1. The ETL will be responsible to the Chief of Pupil Services and building principals to ensure federal and state compliance with special education regulations.
2. The ETL will coordinate and facilitate all aspects of M.G.L. Ch. 71B and 603 CMR § 28.00 (Special Education Regulations).
3. ETLS will attend scheduled professional development sessions as designated by the Bureau of Pupil Services. ETL assignment and supervision will be the

responsibility of the Chief of Pupil Services and/or designee in collaboration with building principals.

4. ETLs assigned to more than one building should be allowed flexibility to provide for equitable services in each school.
5. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and the Chief of Pupil Services or designee. Any additional work days when needed may be scheduled with the approval of the Chief of Pupil Services or designee and paid pro-rata.
6. ETLs shall have appropriate and confidential space, phone and appropriate technology to conduct their duties.
7. All newly appointed ETLs shall be provided with a minimum of one week's training and an ETL designated by the Chief of Pupil Services available for support and consultation on an ongoing basis.
8. A salary stipend will be paid to any ETL who is not deemed critical needs per APPENDIX B5.

#### **M. Pupil Services Leaders**

1. The duties of the Pupil Services Leader will be to provide coaching and mentoring to all teaching staff in the provision of specialized instruction and accommodations for at-risk students and students with disabilities.
2. The Pupil Services Leader will provide specialized professional development to schools and staff in the area of expertise.
3. The Pupil Services Leader shall work under the Chief of Pupil Services or designee to facilitate ongoing communication and technical assistance to schools around programmatic, instructional and compliance needs.

#### **N. Special Education**

1. The eligibility process for special education as defined in M.G.L 71B 603 CMR 28.00 will be followed prior to any student placed in a special education setting or provided with special education services.
2. The district will adhere to the state and federal requirements regarding enrollment of students and staffing ratios in special education settings.

3. Every school will have access to their incoming students with disabilities and their required services prior to the start of the new school year.

**O. MCAS Alternate Assessment Portfolio**

1. The Springfield Public Schools will assign at least one (1) classroom Paraprofessional to each Special Education classroom in which the Special Education classroom teacher is required by the student’s Individual Education Plan (IEP) to develop a MCAS Alternate Assessment Portfolio. The total number of Paraprofessionals assigned to the classroom will be in accordance with 603 C.M.R. § 28.00.
  
2. The Springfield Public Schools will create a separate budget line item for supplies and materials, in sufficient amount as to ensure that Special Education teachers who are required by their student’s Individual Education Plan (IEP) to produce and submit MCAS Alternate Assessment Portfolios to the Massachusetts Department of Education have sufficient supplies and materials to prepare the portfolios.
  
3. Special Education teachers who are required by their students Individualized Education Plan (IEP), as verified by the Pupil Services to develop a MCAS Alternate Assessment Portfolio, as required by the Massachusetts Department of Elementary and Secondary Education, will be compensated for up to eight (8) hours for final portfolio production and submission to the Massachusetts Department of Elementary and Secondary Education at the contractual hourly rate.. All additional compensation for completion of MCAS Alternate Assessment Portfolios is for work performed beyond the regular work day. Payment will be made to the teachers on the final teacher payday in June and will be included in their final regular bi-weekly paycheck.

The number of hours to be compensated up to eight (8) hours will be determined as follows:

<u>No. of Portfolios</u>	<u>Hours</u>
1-2	2
3-4	4
5-6	6
7-8	8

4. In addition to the compensation described in No. 3, teachers who have nine (9) or more portfolios to produce will be given two (2) release days for final assembly

and submission to the Massachusetts Department of Elementary and Secondary Education.

### **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. STEM Middle Academy shall use the library at the High School of Science and Technology.
- B.** Each elementary school shall have a part-time librarian. Each secondary school with 550 or more students will have a full-time librarian and each secondary traditional school with less than 550 students shall have a part-time librarian. STEM Middle Academy will not have a 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 Departments eligible for Department Chairs is listed in Appendix H in this Agreement. This role will include the following functions:

1. Working collaboratively with principals, teachers, instructional leadership specialists, pupil services leaders, and directors/supervisors to improve instruction.
2. Attending monthly district curriculum meetings to keep current of content-specific district goals, instruction, and trends. Elementary Department Chairs will decide with the principal each month which content area to attend based on the needs of the school.

3. Conducting Department Chair meetings in order to disseminate information obtained from district curriculum meetings, collect information requested from the curriculum director, plan for professional development, lead professional dialogue, and offer support to colleagues within the department in order to enhance instruction and educational practices.
4. Attending mandatory monthly meeting with school administrators to ensure open dialogue regarding curriculum and instructional needs for up to one (1) hour outside of the regularly scheduled school day.
5. Facilitating and managing materials, equipment, and facilities to support instruction in collaboration with principals, teachers and directors/supervisors.
6. Promoting a culture of collaboration, teamwork and professionalism in his/her department.
7. Serving as an expert resource on content and pedagogy for their department and, serve as a mentor/coach to members of the department, and where applicable, using their department chair duty time for this purpose.
8. Working with department teachers in the selection of textbooks and reference materials and recommending their adoption according to prescribed practices.
9. Working with librarian in recommending purchases of library materials, and in the development of library lessons and skills needed in the subject area.
10. Distributing a copy of the current curriculum frameworks and learning outcomes to each teacher in the department.

**B. Qualifications**

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. Licensed in subject area.
3. Designation of Highly Qualified status (where applicable).
4. Demonstrated knowledge of best current instructional practices in the field / subject area.
5. Demonstrated knowledge of current 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.

6. 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 stipend (See APPENDIX B5) when there are at least five (5) members in the department including the Department Chair.

Department Chairs shall be eligible for fifty (50%) of the stipend 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 stipend.

2. Department Chairs at the high school level will receive one period during the work day without a class assignment to complete teacher support duties. In departments with four (4) or fewer members in the department, including the Department Chair, if they are not given the additional period they will receive the full stipend, otherwise they will receive 50%.

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). If they are not given the additional period they will receive the full stipend.

Where possible, elementary grade level chairs may receive a reduced student load.

3. Pupil Services Leaders, Effective Educator Coaches and Instructional Leadership Specialists are not eligible to be Department Chairs.

**D. Filling of Vacancies**

1. When a Department Chair position becomes open or at the end of the two (2) year appointment term, an internal posting will be generated, approved by the Human Resource Department and posted internally at each school on the first day that teachers return to work. If an opening occurs mid-term, the vacancy will be posted immediately and that appointment will be for the remainder of the two (2) year appointment term. All Department Chair appointments, district-wide, are on the same appointment term.
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. During the first weeks of instruction in September, all members of each department where chairs exist shall, by secret ballot, recommend a teacher for the appointment as department chair for the new two (2) year appointment term (October 1<sup>st</sup> – September 30<sup>th</sup>). 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 Central 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. If 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.D.1., then a teacher without a Master's degree but with specialization in the subject may be nominated in accordance with Article 10.D.1. If the said teacher is appointed in accordance with Article 10.D.2, the appointment shall be for only one (1) year or the duration of appointment term, whichever is less.

#### **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 avail themselves of the voluntary Annual Transfer process which will be outlined in the annual memorandum to teachers concerning voluntary transfers.

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. The Annual Transfer process will commence no later than April 15 each year.
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 transfer shall be made only after a meeting between the teacher involved and the Chief of Human Resources and/or his/her 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 Chief of Human Resources or his/her 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.

8. The office of the Superintendent shall, upon request, make available 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 when appropriate.

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 and intramural (Appendices B-3, B-4) in a K-8, Middle or High School shall be posted in the appropriate manner in that school and e-mailed to teachers in the building.

## **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/her application in the appropriate manner with the Chief 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 Public Schools if his/her 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 within the bargaining unit 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) school days, exclusive of vacations, of the date on which the vacancy occurred. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the positions.

**Article 12**  
**LEAVES WITH PAY**

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

1. Each teacher shall be granted ten (10) disability and emergency (sick) leave days at the commencement of 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 (subject to the provisions of paragraph B of this Article).

In the event that a teacher uses four (4) or less disability and emergency (sick) leave days during the course of the school year (inclusive of any days charged to the accrued balance) they will be granted an additional five (5) disability and emergency (sick) leave days on the last day of the school year. Employees hired after the start of the school year shall receive a pro rata share of the ten (10) disability and emergency (sick) leave days and be eligible to earn the additional five (5) days.

Unused disability and emergency (sick) leave days may be accumulated from year to year (subject to the provisions of paragraph B of this Article) as long as the employee remains continuously in the service of the School Committee.

Personal days will not count towards the four (4) disability and emergency leave days referenced above, provided that the employee completes a form with the rationale for the use of the personal day and that it is approved by the employee's Principal. In the event that the Principal does not approve the rationale, the employee may appeal to the Chief of Human Resources. Bereavement leave days,

professional development, jury duty and graduation leave will not count towards the four (4) disability and emergency leave days referenced above. Unexcused absence will count toward the four (4) disability and emergency leave days referenced above.

With prior approval from the principal, a teacher may use sick leave in one-hour increments, up to four hours, for scheduled medical appointments for themselves or for the teacher's minor- child, which 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.

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 s/he has accumulated (subject to the provisions of Section B of this Article) since the initial date of his/her present employment under the policies of the School Committee in effect during the years of continuous employment.

2. Each teacher, upon request, shall receive notice of his/her 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 member 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 Chief of Human Resources.
4. Any teacher in the Springfield Public Schools 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 three (3) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits. Any employee who is absent for three (3) consecutive days or more or absent more than three (3) occasions in a school year may be required to call the Principal of their school or other designated supervisor, as well as the substitute teacher line, to report their absence.

6. Both parties to this agreement agree that sick leave is an important benefit for employees and any abuse of sick leave is detrimental both to the students of Springfield and the membership of the SEA. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick time should be tolerated or condoned.

Situations which suggest abuse shall include, but are not limited to, a pattern, as for example, absences occurring on Mondays, Fridays, and days immediately preceding holidays or vacation periods.

When the record of repeated absences reflects a pattern of abuse, the principal shall meet with the teacher in order to determine whether the teacher has a valid reason to justify such absences. The teacher shall be informed that s/he may have a union representative present at this meeting.

7. The Springfield Public Schools will provide each teacher with a written statement indicating the number of accrued but unused disability (sick) sick time on their paycheck.
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 (I) Personal Days 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, than 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. Attendance history can be used as a factor in approving sick bank days. 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 M.G.L. Chapter 33, sections thirty-eight (38), forty (40), forty-one (41), 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. 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 Principal and may be extended upon recommendation of the Superintendent or the Principal. 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).

**F. 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).

**G. 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).

## **H. 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).

## **I. Personal Days**

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 personal 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 personal day to state a reason or justification for his or her request other than the day is for personal 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). Refer to the disability and emergency leave (sick leave) section in this Article in regard to the eligibility for the additional five (5) disability and emergency (sick) leave days that may be granted on the last day of the school year.

**J. 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).

**K. Lay-Off and Recall While on Leave**

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 child-rearing leave shall be granted leave without pay up to two years from the date of termination of pregnancy. Such leave will be extended to the first day of the teacher school year, unless the parties agree to an alternative date that is mutually agreed upon immediately following the normal expiration of the two year period.

A teacher on child-rearing leave shall only be entitled to return the first day of the teacher school year, unless the parties agree to an alternative date that is mutually agreed upon immediately following the normal expiration of the two year period. Written notice must be given by March 1st of the previous 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 above child-rearing leave period, the teacher will be considered voluntarily terminated.

For the purposes of this section unpaid leave of up to two years for child rearing will be granted to 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 s/he is eligible at the date of his/her leave and such other rights and benefits, if any, to which s/he 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. Teacher Corps**

Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve with the 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 child-rearing of up to two years consistent with the child-rearing language in Article 13A above. 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, with prior written approval from the Superintendent, 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 Public Schools.

**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. Lay-off and Recall While on Leave**

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 Public Schools. 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 Public Schools 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 Public Schools, 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 Public Schools 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 Public Schools, 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. Lay-off and Recall While on Leave**

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.

**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  
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 Springfield Public Schools 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 reviewed by the SCDM Team and submitted for approval to the Office of Safety and Security. The Team shall communicate the Plan to all staff at the school. The Plan shall be reviewed and updated annually. At least one (1) Emergency Response drill shall occur annually.

**F. Healthy School Environment**

A healthy environment is a mutual obligation and responsibility of both parties (e.g., air quality, water quality, ventilation) and, therefore, agree that any concerns relating to the healthy environment of the school should be brought to SCDM and any issues that require support from Central Office will be brought to the Office of Safety and Security and/or Office of Facilities Management for resolution. School concerns regarding a healthy work environment may be brought to the district's Operational Leadership Team and the Association will be notified.

**G. Building Renovation**

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

The school's Operational Leadership Team shall ensure a process which:

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

#### **H. Barriers and Ventilation**

The building OLT will ensure that appropriate barriers are constructed 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. Notice**

The building OLT in collaboration with the Principal, will ensure that staff in the building is aware of this process.

### **Article 17 TEXTBOOKS**

The School Committee will make every effort to provide sufficient textbooks so that each pupil has a textbook when textbooks are being used as outlined in the School Committee's adopted Textbook Policy.

- B. The academic teacher will collect books as follows;
- Elementary schools will collect books 4 days prior to the last day of school.
  - Middle Schools will collect books 4 days prior to the last day of school.
  - High Schools will collect books the day after the final exam.

### **Article 18 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 current federal and state requirements.

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 the contractual hourly rate (Appendix B5).

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 19 PROFESSIONAL DEVELOPMENT**

A diversified program of Professional Development shall be provided for teachers.

Professional Development 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 Professional Development 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 20 EVALUATION, PERSONNEL ACTION, AND PERSONNEL FILES**

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

The Springfield Effective Educator Development System (SEEDS) is contained in APPENDIX E. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

**By-pass of Normal Procedure:** While SEEDS provides an excellent professional service to the vast majority of our first year teachers, the School Committee and the Association recognize 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, Chief of Pupil Services, Chief of Human Resources, Chief Schools Officers, 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. 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 21**  
**TEACHER PROTECTION**

**A. Assistance in Assault/Battery Cases**

1. Principals shall report all cases of assault/battery 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/battered a person or that a person has assaulted/battered 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.

**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 a battery 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 battery 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.

**E. Privacy**

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.

**Article 22  
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. 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.

## 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 Springfield Public Schools 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 23**  
**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 (5/188 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 (5/188 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.
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 allowed 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 Way,
3. Premiums under group income protection, and life 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 24  
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. 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.
3. 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 Chief of Human Resources on or before the closing date of application.

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

## **Article 25 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 26 CAREER LADDERS**

There will be six (6) career ladder positions: Pupil Services Leader, Instructional Leadership Specialist, Effective Educator Coach, Head Teacher, Teacher of Department, and Test Coordinator which will be voluntary and for which there will be an application process.

### **A. Pupil Services Leaders**

A Pupil Services Leader applicant must have:

- a. Master's Degree
- b. DESE Professional License in an appropriate content area
- d. Maintain 97% attendance rate
- e. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.

The *Pupil Service Teacher Leaders* will provide: coaching and mentoring to all teaching staff in the provision of specialized instruction and accommodations for at-risk students and students with disabilities; specialized professional development to schools and staff in the area of expertise; ongoing trainings and workshops to staff and/or families in the area of expertise; and work under the Chief of Pupil Services or designee to facilitate ongoing communication and technical assistance to schools around programmatic, instructional and compliance needs.

Pupil Services Leaders shall receive an annual salary per APPENDIX A2.

## **B. Instructional Leadership Specialist**

An Instruction Leadership Specialist applicant must have:

- a. Master's degree
- b. DESE Professional License in the appropriate content area
- c. A minimum of 7 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 based on the District's value added model.
- f. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.

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

- Modeling exemplary classroom practices; analyzing multiple data sources; differentiating instruction; and designing effective assessment practices.
- Instructing 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.
- Working on the development of the School Improvement Plan and its effective implementation

Instructional Leadership Specialists shall receive an annual salary per APPENDIX A2.

## **C. Effective Educator Coach**

An Effective Educator Coach applicant must have:

- a. Master's degree preferred
- b. Professional Teacher Status
- c. Current DESE Professional Licensure preferred
- d. Maintain 97% attendance rate preferred
- e. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.

The *Effective Educator Coaches* will participate in a comprehensive mentoring program designed to develop leadership capacity and promote teacher retention and sustainability for mentor training in the district. Using an integrative reflective approach the EEC will

learn mentoring strategies and principles, become lead mentors in the school or district and support new teachers in meeting the new Standards for Effective Teaching Practice for the Evaluation of Teachers and Educators. Successful coaches will be eligible to train future coaches for the school or district.

Effective Educator Coaches shall receive an annual stipend per APPENDIX B5.

**D. Elementary Head Teacher**

- a. The Elementary Head Teacher shall be the Principal's designee in all elementary schools in which there is no assistant principal.
- b. 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.
- c. 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.
- d. After three (3) consecutive days, an administrator shall be assigned to the building.
- e. A substitute teacher shall be provided whenever the Head Teacher takes over the principal's duties.
- f. The Head Teacher shall receive an annual stipend in APPENDIX B5.
- g. This shall be a posted position.

**E. Teacher of Department**

- a. Works as part of a team with the Principal, Assistant Principals and others, as needed, to support positive student behavior in the school. The teacher of department reports to the principal or his/her designee.
- b. Provides direct instruction to students who have been identified as needing assistance in appropriate behavior in daily interactions with staff and other students.
- c. Works with students and staff to provide a safe learning community by implementing disciplinary policies.
- d. Works with parents, students, and staff to ensure successful transition between schools, where appropriate.

- e. Works with faculty and students to structure, develop, and support classroom and non-classroom learning including supporting extra-curricular activities, such as assemblies, lunch duty, arrival and dismissal times, and the like.
- f. Works with staff to implement the Code of Conduct and conducts conflict resolution activities as necessary.
- g. Serves as liaison to the surrounding community and other area schools about off-campus student safety, behavior and other student life issues.
- h. Collects, organizes, and shares student disciplinary data with school administrators to assist in identifying and/or developing professional development to meet the social, emotional and behavioral needs of the school.
- i. Teachers of Department receive regular teacher pay per APPENDIX A1 and A3.

**F. Test Coordinator**

- a. 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.
- b. The Test Coordinator is not an interpreter of test data.
- c. Each Test Coordinator at a school with 575 or more students shall receive an annual stipend per APPENDIX B5 and a release period each day.
- d. Each Test Coordinator at a school with fewer than 575 students shall receive an annual stipend as per APPENDIX B5 and a reduced class load.
- e. This shall be a posted position.

**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 degree and creditable years of service. 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 Degree Levels**

1. On the Vocational Level (V) shall be placed:
  - a. Vocational teachers who have less than a bachelor's degree from an accredited college or university.
2. On Bachelor Level (B) shall be placed:
  - a. Licensed teachers who have earned a Bachelor's degree from an accredited college or university.
  - b. All unlicensed teachers (waiver) with a minimum of a Bachelor's degree.
  - c. Vocational certified instructors of shop and related courses who have completed thirty (30) semester hours of approved professional training.
3. On the Master's Level (M) shall be:
  - a. Licensed<sup>1</sup> teachers who have earned a Master's degree from an accredited college or university.
  - b. Licensed Vocational instructors of shop and related courses who have completed sixty-four (64) semester hours of approved professional training.
  - c. Licensed 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 of the law.

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<sup>1</sup> All unlicensed teachers (waiver) with a minimum of a Bachelor's degree get placed on the (B) Level. Such teachers who obtain licensure during the school year will receive placement retroactive to their date of hire that school year.

4. On Two Masters or CAGS Level (2M/C) shall be:
  - a. Licensed<sup>2</sup> teachers who have earned a Certificate of Advanced Graduate Studies (CAGS) from an accredited college or university.
  - b. Licensed<sup>3</sup> teachers who have earned two Master's degrees in education and/or in their area of licensure and currently teaching in their area of licensure from an accredited college or university.
  - c. Licensed Vocational instructors of shop and related courses who have earned a Master's degree and fifteen (15) hours of approved professional training.
  
5. On the Doctorate Level (D) shall be:
  1. Licensed teachers who have earned a Doctorate from an accredited college or university which had accreditation at the time the degree was attained.

**D. 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 based on their degree, as defined in Article 27 C, and creditable years of service (not to exceed 12 years) which will be defined as:
 

A maximum of twelve (12) full school years of creditable teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university. 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.
  
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

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<sup>2</sup> All unlicensed teachers (waiver) with a minimum of a Bachelor's degree get placed on the (B) Level. Such teachers who obtain licensure during the school year will receive placement retroactive to their date of hire that school year.

<sup>3</sup> All unlicensed teachers (waiver) with a minimum of a Bachelor's degree get placed on the (B) Level. Such teachers who obtain licensure during the school year will receive placement retroactive to their date of hire that school year.

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. Teachers appointed to the Roger L. Putnam Vocational-Technical Academy shall be given credit for one (1) year of teaching experience for each year of trade experience up to but not to exceed twelve (12) years of trade experience.
4. 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.
5. 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.
6. 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. 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.
7. 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.
8. A teacher selected as a Pupil Services Leader will be placed on the Pupil Services Leader salary schedule (APPENDIX A2) at a salary that is at least four percent (4%) higher than his/her current salary.
9. A teacher selected as an Instructional Leadership Specialist will be placed in the Instructional Leadership Specialist salary schedule (APPENDIX A2) at a salary that is at least seven percent (7%) higher than his/her current salary.

#### **E. Earned Creditable Years of Service Increments**

1. For the purposes of determining earned creditable years of service 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

(not rated Unsatisfactory overall) 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.

**F. Basis for Advancement in Degree Status**

1. A request for advanced salary rating must:
  - a. Bear the approval of the Superintendent or designee.
  - b. Include official transcripts indicating degree obtained.
  - c. Vocational instructors must provide documentation supporting advancement request.
  - d. Be filed with Human Resources on the forms provided.
2. The timeline for filing requests for advancement on the salary schedule is as follows:
  - a. To advance on the salary schedule for the first official scheduled teacher work day , of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before September 20th. The employee will be provided with a date stamped copy of their request form. 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 Chief of Human Resources on or before February 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after February 20th is not considered until the following September for advancement for the first official scheduled teacher work day in the following school year.
  - 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. With the

exception of the correction of a clerical error, salary advancements will only be applied prospectively and not retroactively.

- d. If a vocational instructor is transferred from teaching shop and/or related courses to any academic teaching position, he/she will be reclassified to the preparation level which his/her academic training warrants.
- e. A formal written appeal may be made to the Superintendent of Schools where courses or plans of studies warrant an exception to the above listed criteria contained in this Article. 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 district bi-weekly payroll after the teachers' regular work year begins.
- 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 Payroll Department.
- 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 Payroll Department within Central Office if they wish to change to the 26 pay period cycle. This form must be completed and returned to the Payroll Department by July 31 in order to activate this change.
  - a. 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
    - 5. Compensation adjustments

- b. Distribution of Checks
  1. The employees have the following options:
    - (a) Direct Deposit
    - (b) Pick up at the Payroll Department
    - (c) Leave self-addressed, stamped envelopes with the Payroll Department in Central Office in order to have paychecks mailed.
  2. 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 Director of Athletics.
  - 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 Director of Athletics, in writing, if they wish to participate in tournament play. This written notification is to be sent to the Director of Athletics 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 Director of Athletics 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 Director of Athletics 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 Director of Athletics 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 B1 & B2 for post-season games, including New England tournaments. Compensation for post-season games will begin on the day following the last regularly scheduled game as set forth in the Appendices attached to 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 individual team tournament as prerequisite to qualify for a state tournament, compensation will begin from the date that the team or individual(s) qualifies for said tournament (i.e., swimming, diving, indoor and outdoor track, cross country, tennis and golf).
- g. 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-Athletics

- a. Salaries for extracurricular activities are set forth in the Appendices B. 3 & 4 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 according to the amount specified in the APPENDIX B3. If, however, there is a vacancy, then the single advisor shall be paid according to the amount specified in the APPENDIX B3.
- c. **Secondary Schools:** A teacher may petition the SCDM at his/her school for the addition and funding of a new club. Upon approval by the SCDM, it will be sent to the Superintendent for review. Upon the Superintendent's review and approval it will be submitted to the School Committee for final approval, subject to funding. A decision by the SCDM, Superintendent or School Committee denying the addition and/or funding of a new club shall not be subject to the grievance/arbitration procedure.

## 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 last regular paycheck 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 – See APPENDIX B**

1. Contractual Hourly Rate

The contractual hourly rate is per APPENDIX B5. This rate shall also be in effect for summer and evening school.

2. Approved Clubs and Activities

Those teachers who supervise a School Committee approved club or activity will be paid per APPENDIX B1 through B4

3. Teachers as Presenters

Any Unit A member serving as a presenter after regular working hours or during the summer months outside regular work hours shall be paid the Teacher Presenter rate per APPENDIX B5. If preparation time is required to prepare the instructor for performance of his or her assignment, 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.



The hourly rate for teachers serving as a presenter during their regular working hours shall be the Teacher Presenter rate in APPENDIX B5. If preparation time is required to prepare the instructor for performance of his or her assignment, that instructor will be reimbursed at the Contractual Hourly rate (not the Teacher Presenter rate) per APPENDIX B5. Said reimbursement will be limited and shall not exceed one half hour for each hour of instructional time.

ILSs, Pupil Services Leaders, and Psychologists shall not receive the teacher presenter rate or contractual hourly rate for presenting during the regular work day, including the seven (7) professional development days or extended days.

**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 School Committee approved rate. Records of mileage shall be submitted monthly in the manner required by the Springfield Public Schools.

**N. New Positions**

If any new positions other than those specified in Article 1 of this Agreement, are 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**

Upon completion of fifteen (15) cumulative years of creditable service in the Springfield Public Schools in Unit A (SEA), any licensed teacher or other persons covered by this agreement on APPENDIX A1 or A3 Salary Scales will be compensated an annual longevity differential as noted in APPENDIX A1 & A3 (15 Year Longevity).

Upon completion of twenty (20) cumulative years of creditable service in the Springfield Public Schools in Unit A (SEA), any licensed teacher or other persons covered by this agreement on the APPENDIX A1 or A3 Salary Scales will be compensated an annual longevity differential as noted in APPENDIX A1 & A3 (20 Year Longevity).

Upon completion of twenty-five (25) cumulative years of creditable service in the Springfield Public Schools in Unit A (SEA), any licensed teacher or other persons covered by this agreement on the APPENDIX A1 or A3 Salary Scales will be compensated an annual longevity differential as noted in APPENDIX A1 & A3 (25 Year Longevity).

At no point will a bargaining unit member be eligible to receive more than one of the above longevity differentials at the same time.

For the purposes of determining longevity, ordinary periods of absence shall be included in computing amount of creditable service. Periods of absence on unpaid leave shall not be included in such service computation.

**P. Critical Needs Differential**

Any teacher licensed and teaching in an area designated as critical needs by the Springfield Public Schools will receive a base pay differential as noted in APPENDIX A1 & A3.

**Q. School Centered Decision Making Team**

A teacher having served actively (80% attendance) as a member of a School Centered Decision Making Team will receive the amount specified in APPENDIX B5 for one (1) full year.

**R. Speech and Language Pathologists**

The School Committee and the Association agree Speech and Language Pathologists (“SLP”) 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 SLP 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 the amount specified in APPENDIX B5 as Speech and Language Pathologist Hourly Rate. Preparation time is required to prepare the SLP for each client and the SLP 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 SLP 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, SLP 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 SLPs' 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 SLPs' 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.

**S. Officer Teachers**

If the district chooses to participate in the Federal R.O.T.C. Instructor Reimbursement Program, R.O.T.C. Instructor's regular base compensation in Springfield must be greater than or equal to his or her military pay. The instructor will be placed on the salary schedule (Appendix A1) according to his or her credentials. If it is determined that the Instructor had a higher salary in the Military, the Instructor will receive a "R.O.T.C. Adjustment" to their base wages to make up the difference subject to available funding and district approval.

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.

**T. Travel Expenses**

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

**Article 28  
REDUCTION IN FORCE 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                   | 18. Environmental Educator          |
| 2. English                      | 19. English Language Learners (ELL) |
| 3. Social Studies               | 20. English as a Second Language    |
| 4. Science                      | 21. Visually Impaired               |
| 5. Mathematics                  | 22. Hearing Impaired                |
| 6. Music                        | 23. Speech and Language Pathologist |
| 7. Art                          | 24. Special Education Teacher       |
| 8. Foreign Language             | 25. Adjustment Counselors           |
| 9. Business Education           | 26. School Psychologist             |
| 10. Physical Education          | 27. Vocational Ed. Counselors       |
| 11. Tech Engineering            | 28. Evaluation Team Leaders         |
| 12. Home & Consumer Sciences    | 29. Occupational Therapist          |
| 13. Guidance Counselor          | 30. Physical Therapist              |
| 14. Occupational/Vocational Ed. | 31. Adaptive Physical Educator      |
| 15. Reading                     | 32. Speech and Language Assistant   |
| 16. Media Services (Librarians) | 33. Instructional Technology        |
| 17. Health                      |                                     |

In accomplishing layoffs within a discipline, license(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 Public Schools 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 that 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 is not counted. The four (4) years in Unit B after tenure is 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 June 1<sup>st</sup> 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 April 1 or prior to the start of the transfer process, whichever is earlier, of each year upon request.

- 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 layoff. 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 layoff 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 layoff will not accrue additional length of service credit or other privileges during the period of this layoff nor will time spent on layoff count toward length of service or other privileges in subsequent layoff. A teacher recalled to service within twenty-four (24) months shall be entitled to all benefits and rights enjoyed prior to layoff.
- I.** Teachers on layoff 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 layoff shall be permitted to maintain group insurance benefits under terms of the City of Springfield's Group Insurance Plan, during the first eighteen (18) months of

the recall period. The teacher desiring to maintain said benefits must pay 100% of the cost of such benefits on a monthly basis.

- K.** The provisions of this Article will not be impacted or affected by the district's Affirmative Action Plan.

**Article 29**  
**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 30**  
**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 31**

### **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 32**  
**COLLABORATION**

The Springfield Public Schools and Springfield Education Association are committed to raising overall student performance and closing the achievement gap. This requires strong, consistent and sustained collaboration at all levels in the district especially between teachers and school administrators.

We believe that collaboration is a team-based process to accomplish ambitious goals by focusing on shared or common interests and understandings, while acknowledging and learning from different perspectives and behaving as equal partners in this endeavor. The process enables the parties to work together respectfully to resolve problems, address common issues, and identify opportunities for improvement and transformation.

We envision that collaborative work includes: building trust; taking risks; intensive listening; engaging in an ongoing process of adult learning (since collaboration requires new experiences, and the development of new skills); making it safe to speak, raise questions and offer alternatives; and co-developing and co-owning a shared ambitious agenda. We recognize that collaboration cannot simply be declared but requires a commitment to the process and must be valued by both parties. Therefore, the parties agree to maintain structures and processes that solidify the collaborative relationship and establish a culture of collaboration in each school and the district.

**Article 33**  
**WORKSHOPS**

The School Committee and the Association agree that when teachers are approved to participate in workshops 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 Contract Hourly Rate in accordance with APPENDIX B5.

**Article 34**  
**MENTOR PROGRAM**

The purpose of mentoring is to provide guidance, resources, and support for the participating teacher (mentee). 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 35**

#### **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 36**

#### **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, as amended, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or Springfield Public Schools be subject to and incorporate the provisions of said Section 6.

### **Article 37**

#### **DURATION**

Except as otherwise specified in this Agreement or attached Appendices, this Agreement shall be effective as of July 1, 2012 and shall continue and remain in full force and effect until June 30,

2016. The parties agree that not later than October, 2015 they shall enter into negotiations for a successor agreement to become effective as of July 1, 2016.

Article 38  
**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.

SIGNED:

**For the Springfield School Committee:**

**For the Springfield Education Association:**

\_\_\_\_\_  
Dominic Sarno, Mayor and Chair

\_\_\_\_\_  
Tim Collins, President

\_\_\_\_\_  
Peter Murphy, Vice Chair

\_\_\_\_\_  
Arlindo Alves, Bargaining Team Chair

\_\_\_\_\_  
Chris Collins

\_\_\_\_\_  
Louis Aveyard

\_\_\_\_\_  
Barbara Gresham

\_\_\_\_\_  
Chip Bishop

\_\_\_\_\_  
Denise Hurst

\_\_\_\_\_  
Natalie Dorn

\_\_\_\_\_  
Antonette Pepe

\_\_\_\_\_  
Phil Dowgiert

\_\_\_\_\_  
Norman Roldan

\_\_\_\_\_  
Priscilla Johnson

\_\_\_\_\_  
Yvette Ramos Bishop

\_\_\_\_\_  
Peter Reese

\_\_\_\_\_  
Cathlene Sares

**Appendix A1  
TEACHER SALARY SCALE**

<b>FY13 (New Scale)</b>					
<b>Step</b>	<b>V</b>	<b>B</b>	<b>M</b>	<b>2M/C</b>	<b>D</b>
1	38,710	40,000	43,784	46,284	48,784
2	39,954	40,875	44,799	47,299	49,799
3	40,802	42,484	45,844	48,344	50,844
4	41,976	43,962	47,168	49,668	52,168
5	43,126	45,520	48,752	51,252	53,752
6	44,100	47,250	50,433	52,933	55,433
7	45,557	49,000	52,180	54,680	57,180
8	46,974	50,900	54,140	56,640	59,140
9	48,819	52,589	56,216	58,716	61,216
10	50,760	53,708	58,396	60,896	63,396
11	52,420	54,782	60,671	63,171	65,671
12	53,861	55,878	62,407	64,907	67,407

<b>FY14 (1.5%)</b>					
<b>Step</b>	<b>V</b>	<b>B</b>	<b>M</b>	<b>2M/C</b>	<b>D</b>
1	39,291	40,600	44,441	46,978	49,516
2	40,553	41,488	45,471	48,008	50,546
3	41,414	43,122	46,532	49,069	51,607
4	42,606	44,622	47,876	50,413	52,951
5	43,773	46,203	49,483	52,021	54,558
6	44,762	47,959	51,189	53,727	56,264
7	46,240	49,735	52,963	55,500	58,038
8	47,679	51,664	54,952	57,490	60,027
9	49,551	53,378	57,059	59,597	62,134
10	51,521	54,514	59,272	61,809	64,347
11	53,206	55,604	61,581	64,118	66,656
12	54,669	56,716	63,343	65,881	68,418

*Placement is based on years of creditable service (Step) and degree. 2M/C placement only with 2 master's degrees in education and/or licensed subject or CAGS.*

**ADDITIONAL INCREMENTS TO THE BASE SCHEDULE (effective 2013-2014):**

- 15 Year Longevity    \$1,000 (cumulative years of creditable service in SPS Unit A)
- 20 Year Longevity    \$1,500 (cumulative years of creditable service in SPS Unit A)
- 25 Year Longevity    \$2,000 (cumulative years of creditable service in SPS Unit A)

Critical Needs \$2,000 (see SPS website for critical needs areas)

NOTE: Employees with salaries that as of July 1, 2012 are greater than the new regular salary scale, or would not have received at least a 2% increase by moving to the regular salary scale, will have their base salaries “grandfathered” and will be referred to as Red Circled and their increases are reflected in Appendix A3.

**Appendix A1 (continued)**

<b>FY15 (2% Increase)</b>					
<b>Step</b>	<b>V</b>	<b>B</b>	<b>M</b>	<b>2M/C</b>	<b>D</b>
<b>1</b>	40,076	41,412	45,330	47,918	50,506
<b>2</b>	41,364	42,318	46,380	48,969	51,557
<b>3</b>	42,242	43,984	47,462	50,051	52,639
<b>4</b>	43,458	45,514	48,833	51,422	54,010
<b>5</b>	44,648	47,127	50,473	53,061	55,649
<b>6</b>	45,657	48,918	52,213	54,802	57,390
<b>7</b>	47,165	50,730	54,022	56,610	59,198
<b>8</b>	48,632	52,697	56,051	58,639	61,228
<b>9</b>	50,542	54,446	58,200	60,789	63,377
<b>10</b>	52,552	55,604	60,457	63,046	65,634
<b>11</b>	54,270	56,716	62,812	65,401	67,989
<b>12</b>	55,762	57,851	64,610	67,198	69,786

<b>FY16 (2% Increase)</b>					
<b>Step</b>	<b>V</b>	<b>B</b>	<b>M</b>	<b>2M/C</b>	<b>D</b>
<b>1</b>	40,878	42,240	46,236	48,876	51,516
<b>2</b>	42,192	43,164	47,308	49,948	52,588
<b>3</b>	43,087	44,864	48,412	51,052	53,692
<b>4</b>	44,327	46,425	49,810	52,450	55,090
<b>5</b>	45,541	48,070	51,482	54,122	56,762
<b>6</b>	46,570	49,896	53,258	55,898	58,538
<b>7</b>	48,108	51,744	55,102	57,742	60,382
<b>8</b>	49,605	53,751	57,172	59,812	62,452
<b>9</b>	51,553	55,535	59,364	62,004	64,644
<b>10</b>	53,603	56,716	61,667	64,307	66,947
<b>11</b>	55,356	57,851	64,069	66,709	69,349
<b>12</b>	56,878	59,008	65,902	68,542	71,182

*Placement is based on years of creditable service (Step) and degree. 2M/C placement only with 2 master's degrees in education and/or licensed subject or CAGS.*

**ADDITIONAL INCREMENTS TO THE BASE SCHEDULE (effective 2013-2014):**

- 15 Year Longevity \$1,000 (cumulative years of creditable service in SPS Unit A)
- 20 Year Longevity \$1,500 (cumulative years of creditable service in SPS Unit A)
- 25 Year Longevity \$2,000 (cumulative years of creditable service in SPS Unit A)

Critical Needs      \$2,000 (see SPS website for critical needs areas)



**Appendix A2**  
**PSL, SLP, PSYCHOLOGISTS, ILS SALARY SCALES**

<b>FY13 and FY14</b>				
<b>Step</b>	<b><u>Pupil Services Leader</u> <u>Speech/Language Path</u></b>	<b><u>Psychologist</u></b>	<b><u>ILS</u></b>	<b><u>ILS Critical Needs</u></b>
<b>1</b>	58,721	60,337	63,788	67,106
<b>2</b>	60,189	61,845	65,383	68,784
<b>3</b>	61,695	63,391	67,018	70,502
<b>4</b>	63,237	64,976	68,693	72,543
<b>5</b>	64,818	66,600	70,410	74,071
<b>6</b>	66,439	68,267	72,686	75,924
<b>7</b>	68,099	69,972	73,614	78,015
<b>8</b>	69,803	71,721	75,453	80,161
<b>9</b>	71,548	73,515	n/a	n/a
<b>10</b>	73,336	75,353	n/a	n/a
<b>11</b>	75,170	77,237	n/a	n/a
<b>12</b>	77,049	79,167	n/a	n/a

- *During FY13 and FY14, a 2% salary supplement not to increase the base will be paid to employees already on PSL/SLP and PSY step 12 , or ILS / ILS CN Step 8 who can no longer advance a step.*
- *Not eligible for Longevity or additional Critical Needs (except as placed on ILS CN) compensation.*

**APPENDIX A2 (Continued)**

<b>FY15 (2% Increase)</b>				
<b>Step</b>	<b><u>Pupil Services Leader Speech/Language Path</u></b>	<b><u>PSY</u></b>	<b><u>ILS</u></b>	<b><u>ILS CN</u></b>
<b>1</b>	59,895	61,544	65,064	68,448
<b>2</b>	61,393	63,082	66,691	70,160
<b>3</b>	62,929	64,659	68,358	71,912
<b>4</b>	64,502	66,276	70,067	73,994
<b>5</b>	66,114	67,932	71,818	75,552
<b>6</b>	67,768	69,632	74,140	77,442
<b>7</b>	69,461	71,371	75,086	79,575
<b>8</b>	71,199	73,155	76,962	81,764
<b>9</b>	72,979	74,985	n/a	n/a
<b>10</b>	74,803	76,860	n/a	n/a
<b>11</b>	76,673	78,782	n/a	n/a
<b>12</b>	78,590	80,750	n/a	n/a

<b>FY16 (2% Increase)</b>				
<b>Step</b>	<b><u>Pupil Services Leader Speech/Language Path</u></b>	<b><u>PSY</u></b>	<b><u>ILS</u></b>	<b><u>ILS CN</u></b>
<b>1</b>	61,093	62,775	66,365	69,817
<b>2</b>	62,621	64,344	68,024	71,563
<b>3</b>	64,187	65,952	69,726	73,350
<b>4</b>	65,792	67,601	71,468	75,474
<b>5</b>	67,437	69,291	73,255	77,063
<b>6</b>	69,123	71,025	75,623	78,991
<b>7</b>	70,850	72,799	76,588	81,167
<b>8</b>	72,623	74,619	78,501	83,400
<b>9</b>	74,439	76,485	n/a	n/a
<b>10</b>	76,299	78,397	n/a	n/a
<b>11</b>	78,207	80,357	n/a	n/a
<b>12</b>	80,162	82,365	n/a	n/a

- *Not eligible for Longevity or additional Critical Needs (except as placed on ILS CN) compensation.*

**Appendix A3**  
**ANNUAL INCREASES AND ADDITIONAL INCREMENTS**

Employees with salaries that as of July 1, 2012 are greater than the new regular salary scale, or would not have received at least a 2% increase by moving to the regular salary scale, will have their base salaries “grandfathered” and will be referred to as Red Circled. These Red Circled employees will receive the following cost-of-living increases to their base.

FY2013 (school year 2012 – 2013)	2.25%
FY2014 (school year 2013 – 2014)	1.5%
FY2015 (school year 2014 – 2015)	2.0%
FY2016 (school year 2015 – 2016)	2.0%

**ADDITIONAL INCREMENTS TO THE BASE SALARY (effective 2013-2014):**

15 Year Longevity \$1,000 (cumulative years of creditable service in SPS Unit A)  
20 Year Longevity \$1,500 (cumulative years of creditable service in SPS Unit A)  
25 Year Longevity \$2,000 (cumulative years of creditable service in SPS Unit A)

Critical Needs      \$2,000 (see SPS website for critical needs areas)

**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 extra-curricular 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.
4. All rates are effective from 07/01/2012-06/30/2016

**Appendix B-1 – Senior High School Sports**

Football Head	step 1	3,685
Football Head	step 2	4,178
Football Head	step 3	4,836
Basketball Head	step 1	2,883
Basketball Head	step 2	3,128
Basketball Head	step 3	3,499
Baseball Head	step 1	2,883
Baseball Head	step 2	3,128
Baseball Head	step 3	3,499
Gymnastics	step 1	2,883
Gymnastics	step 2	3,128
Gymnastics	step 3	3,499
Hockey	step 1	2,883
Hockey	step 2	3,128
Hockey	step 3	3,499
Soccer Head	step 1	2,883
Soccer Head	step 2	3,128
Soccer Head	step 3	3,499
Softball Head	step 1	2,883
Softball Head	step 2	3,128
Softball Head	step 3	3,499
Swimming	step 1	2,883

Swimming	step 2	3,128
Swimming	step 3	3,499
Track	step 1	2,883
Track	step 2	3,128
Track	step 3	3,499
Volleyball	step 1	2,883
Volleyball	step 2	3,128
Volleyball	step 3	3,499
Wrestling	step 1	2,883
Wrestling	step 2	3,128
Wrestling	step 3	3,499
Football Asst.	step 1	2,302
Football Asst.	step 2	2,548
Football Asst.	step 3	2,891
Baseball Asst.	step 1	1,803
Baseball Asst.	step 2	2,050
Baseball Asst.	step 3	2,378
Basketball Asst.	step 1	1,803
Basketball Asst.	step 2	2,050
Basketball Asst.	step 3	2,378
Cross Country	step 1	1,803
Cross Country	step 2	2,050
Cross Country	step 3	2,378
Volleyball Asst.	step 1	1,803
Volleyball Asst.	step 2	2,050
Volleyball Asst.	step 3	2,378
Faculty Equipment Mgr.		
1-14 Teams	step 1	1,803
1-14 Teams	step 2	2,050
1-14 Teams	step 3	2,378
15-25 Team	step 1	2,883
15-25 Teams	step 2	3,128
15-25 Teams	step 3	3,499
26 plus Teams	step 1	3,685
26 plus Teams	step 2	4,178
26 plus Teams	step 3	4,836
Golf	step 1	1,803

Golf	step 2	2,050
Golf	step 3	2,378
Hockey Asst.	step 1	1,803
Hockey Asst.	step 2	2,050
Hockey Asst.	step 3	2,378
Soccer Asst.	step 1	1,803
Soccer Asst.	step 2	2,050
Soccer Asst.	step 3	2,378
Softball Asst.	step 1	1,803
Softball Asst.	step 2	2,050
Softball Asst.	step 3	2,378
Indoor Track	step 1	1,803
Indoor Track	step 2	2,050
Indoor Track	step 3	2,378
Tennis	step 1	1,803
Tennis	step 2	2,050
Tennis	step 3	2,378
Track Asst.	step 1	1,803
Track Asst.	step 2	2,050
Track Asst.	step 3	2,378
Wrestling Asst.	step 1	1,803
Wrestling Asst.	step 2	2,050
Wrestling Asst.	step 3	2,378
Cheerleading (season)	step 1	1,803
Cheerleading (season)	step 2	2,050
Cheerleading (season)	step 3	2,378
Intramurals: Per session- (30)	step 1	30.09
Intramurals: Per session- (30)	step 2	31.21
Intramurals: Per session- (30)	step 3	32.33

**Appendix B-2 – MIDDLE SCHOOL**

Football Head	step 1	1,505
Football Head	step 2	1,771
Football Head	step 3	2,117
Football Asst.	step 1	1,151
Football Asst.	step 2	1,771
Football Asst.	step 3	2,117
Soccer	step 1	1,234
Soccer	step 2	1,505
Soccer	step 3	1,759
Basketball	step 1	1,234
Basketball	step 2	1,505
Basketball	step 3	1,759
Wrestling	step 1	1,234
Wrestling	step 2	1,505
Wrestling	step 3	1,759
Baseball	step 1	1,234
Baseball	step 2	1,505
Baseball	step 3	1,759
Track	step 1	1,234
Track	step 2	1,505
Track	step 3	1,759
Swimming	step 1	1,234
Swimming	step 2	1,505
Swimming	step 3	1,759
Softball	step 1	1,234
Softball	step 2	1,505
Softball	step 3	1,759
Equipment Mgr.	step 1	887
Equipment Mgr.	step 2	1,151
Equipment Mgr.	step 3	1,473
Golf	step 1	887
Golf	step 2	1,151
Golf	step 3	1,473
Tennis	step 1	887
Tennis	step 2	1,151
Tennis	step 3	1,473

Intramurals: Per session, (30)	Step 1	30.09
Intramurals: Per session, (30)	Step 2	31.21
Intramurals: Per session, (30)	Step 3	32.33



### Appendix B-3 - NON- ATHLETIC

Yearbook (Editorial)	step 1	752
Yearbook (Editorial)	step 2	1,002
Yearbook (Editorial)	step 3	1,269
Yearbook (Bus/H.S.)	step 1	752
Yearbook (Bus/H.S.)	step 2	1,002
Yearbook (Bus/H.S.)	step 3	1,269
Drill Team	step 1	752
Drill Team	step 2	1,002
Drill Team	step 3	1,269
School Paper (Editorial)*	step 1	752
School Paper (Editorial)*	step 2	1,002
School Paper (Editorial)*	step 3	1,269
School Paper (Business)	step 1	644
School Paper (Business)	step 2	847
School Paper (Business)	step 3	1,091
Literary Magazine	step 1	644
Literary Magazine	step 2	847
Literary Magazine	step 3	1,091
Student Assoc. Treasurer (HS)	step 1	1,803
Student Assoc. Treasurer (HS)	step 2	2,050
Student Assoc. Treasurer (HS)	step 3	2,378
Student Assoc. Treasurer (MS)	step 1	644
Student Assoc. Treasurer (MS)	step 2	847
Student Assoc. Treasurer (MS)	step 3	1,091
Dramatics	step 1	538
Dramatics	step 2	705
Dramatics	step 3	901
Dramatics Assistant	step 1	269
Dramatics Assistant	step 2	352
Dramatics Assistant	step 3	450
Class Advisor	if 2 each	675
Class Advisor	if 1	823
School Store	step 1	433
School Store	step 2	528
School Store	step 3	723

Variety Show & Musical Director	step 1	433
Variety Show & Musical Director	step 2	528
Variety Show & Musical Director	step 3	723
Variety Show & M. Dir. (Asst.)	step 1	216
Variety Show & M. Dir. (Asst.)	step 2	289
Variety Show & M. Dir. (Asst.)	step 3	369
Caps & Gowns	step 1	216
Caps & Gowns	step 2	289
Caps & Gowns	step 3	369
Band @ Football Games		89
Band @ Basketball Jam./Parades		53
Model UN		317
Student Council		317
National Honor Society		317
Key Club		317
Technology/Audio Visual		785

\*Minimum of three (3) publications per year

**Appendix B-4 - ELEMENTARY**

School-Wide Publications		317
Student Council		317
School Store	Step 1	433
School Store	Step 2	528
School Store	Step 3	723
Intramurals: Per session, (30)	Step 1	30.09
Intramurals: Per session, (30)	Step 2	31.21
Intramurals: Per session, (30)	Step 3	32.33

### Appendix B-5 – OTHER

Department Chair	Full Stipend*	2,676
Elementary Head Teacher	Stipend	1,500
Test Coordinator	575+ Students	1,500
Test Coordinator	<575 Students	1,000
SCDM	Stipend	1,500
ILS Extended Year	10 Days	1,800
Lunch/Breakfast Duty	1/2 hour	11.06
Contractual Hourly Rate	Hourly	29.10
Teacher Presenter	Hourly	55.38
Speech and Language Pathologist	Hourly	44.01
Evaluation Team Leader (ETL)	Stipend	1,000
Other School Committee approved clubs	Stipend	317
Effective Educator Coach ½ time	50 hours	1,500
Effective Educator Coach ¾ time	75 hours	2,250
Effective Educator Coach full time	100 hours	3,000

\* See Article 10 Section C for information regarding eligibility for partial supplements.

### B-6 - ROTC

ROTC Extra-Curricular	step 1	1,803
ROTC Extra-Curricular	step 2	2,050
ROTC Extra-Curricular	step 3	2,378

If the district chooses to participate in the Federal ROTC Instructor Reimbursement Program, a ROTC Instructor's regular base compensation in Springfield must be greater than or equal to his or her military pay. The instructor will be placed on the salary schedule (Appendix A1) according to his or her credentials. If it is determined that the Instructor had a higher salary in the Military, the Instructor will receive a "ROTC Adjustment" to their base wages.

**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  
OFFICE REFERRAL FORM**

**SPRINGFIELD PUBLIC SCHOOLS  
OFFICE DISCIPLINE REFERRAL FORM**

<b>STUDENT INFORMATION:</b>		
Student: _____	Grade: _____	Homeroom: _____
Date of Incident: _____	Time of Incident: _____	Referring Staff: _____
<b>LOCATION of INCIDENT:</b>		
<input type="checkbox"/> Classroom	<input type="checkbox"/> Cafeteria	<input type="checkbox"/> Computer Lab
<input type="checkbox"/> Bathroom	<input type="checkbox"/> Bus	<input type="checkbox"/> Bus Loading Zone
<input type="checkbox"/> Special Event	<input type="checkbox"/> Art Room	
<input type="checkbox"/> Hallway	<input type="checkbox"/> Office	<input type="checkbox"/> Library
<input type="checkbox"/> Playground	<input type="checkbox"/> Gym	<input type="checkbox"/> Parking Lot
<input type="checkbox"/> Locker Room	<input type="checkbox"/> Music Room	
<input type="checkbox"/> Stadium	<input type="checkbox"/> Off-Campus	<input type="checkbox"/> Vocational Room
<input type="checkbox"/> Unknown	<input type="checkbox"/> Other _____	
<b>MAJOR PROBLEM BEHAVIOR: (Check the most Intrusive Rule Violation)</b>		
<input type="checkbox"/> Major Disruption  <input type="checkbox"/> Major Disrespect  <input type="checkbox"/> Directed Inappropriate Language/ Gestures <input type="checkbox"/> Gang Affiliation Display  <input type="checkbox"/> Inappropriate Display of Affection <input type="checkbox"/> Out of bounds/ Off School Location <input type="checkbox"/> Technology Violation <input type="checkbox"/> Chronic Tardy <input type="checkbox"/> Truancy <input type="checkbox"/> Vandalism	<input type="checkbox"/> Harassment/ Bullying: <input type="checkbox"/> Hazing <input type="checkbox"/> Bullying <input type="checkbox"/> Verbal Harassment/ Threat <input type="checkbox"/> Sexual Harassment <input type="checkbox"/> Civil Rights Violation  <input type="checkbox"/> Arson  <input type="checkbox"/> Bomb Threat/ False Alarm  <input type="checkbox"/> Fighting  <input type="checkbox"/> Forgery/ Theft: <input type="checkbox"/> Grand Theft (over \$250) <input type="checkbox"/> Robbery <input type="checkbox"/> Armed Robbery	<input type="checkbox"/> Physical Aggression <input type="checkbox"/> Battery (non-staff) <input type="checkbox"/> Battery on Staff <input type="checkbox"/> Assault on Staff <input type="checkbox"/> Causing Mayhem <input type="checkbox"/> Aggravated Assault <input type="checkbox"/> Aggravated Battery  <input type="checkbox"/> Use/ Possession of Combustibles <input type="checkbox"/> Possession of Fireworks <input type="checkbox"/> Possession of Explosive Device  <input type="checkbox"/> Use/ Possession of Weapons <input type="checkbox"/> Use/ Possession of Alcohol  <input type="checkbox"/> Use/ Possession of Drugs  <input type="checkbox"/> Other: _____ <input type="checkbox"/> Pulling fire alarm <input type="checkbox"/> Trespassing <input type="checkbox"/> Unsanctioned Organization <input type="checkbox"/> False Accusations <input type="checkbox"/> Skipping Detention
<b>POSSIBLE MOTIVATION:</b>		<b>OTHERS INVOLVED:</b>
<input type="checkbox"/> Obtain Adult Attention	<input type="checkbox"/> Escape/ Avoid Adult	<input type="checkbox"/> Staff _____
<input type="checkbox"/> Obtain Peer Attention	<input type="checkbox"/> Escape/ Avoid Peers	<input type="checkbox"/> Peer(s) _____
<input type="checkbox"/> Obtain Item/ Activity	<input type="checkbox"/> Escape/ Avoid Activity	<input type="checkbox"/> Substitute: _____
	<input type="checkbox"/> Unknown	<input type="checkbox"/> Unknown _____
		<input type="checkbox"/> None
<b>Description of Incident:</b> _____ _____ _____		
<b>Classroom Interventions (check all that apply, when appropriate)</b>		
<input type="checkbox"/> conference with student	<input type="checkbox"/> parent phone call on _____	<input type="checkbox"/> curriculum modification
<input type="checkbox"/> seating change	<input type="checkbox"/> peer mediation	
<input type="checkbox"/> letter to parent(s)/guardian(s)	<input type="checkbox"/> parent conference on _____	<input type="checkbox"/> unearned/loss of privilege
<input type="checkbox"/> time out	<input type="checkbox"/> student contract	
<input type="checkbox"/> nonverbal/verbal redirection	<input type="checkbox"/> problem solving worksheet	<input type="checkbox"/> re-teach expectation
<input type="checkbox"/> FBA/BIP	<input type="checkbox"/> sent to buddy room	
<b>ADMINISTRATIVE ACTION</b>		
<input type="checkbox"/> Loss of privilege	<input type="checkbox"/> Conference with student	<input type="checkbox"/> Time in office
<input type="checkbox"/> Parent Contact	<input type="checkbox"/> Detention	
<input type="checkbox"/> In-School Suspension	<input type="checkbox"/> Out-of-School Suspension	<input type="checkbox"/> Bus Suspension
<input type="checkbox"/> Restitution	<input type="checkbox"/> Individualized Instruction	
# Days _____	# Days _____	# Days _____
<input type="checkbox"/> Expulsion	<input type="checkbox"/> Other _____	

Administrator Comments/ Follow-up:

\_\_\_\_\_  
\_\_\_\_\_

**Appendix E**

**EVALUATIONS  
(Article 21)**

Agreed upon Evaluation Process is a separate document entitled “Springfield Effective Educator Development System””



**Appendix F**  
**SPRINGFIELD PUBLIC SCHOOLS**  
**SCHOOL CALENDAR**

The School Calendar is established by the School Committee yearly and is available on the Springfield Public Schools' website and by reference is made a part of this Agreement.

## **Appendix G COUNSELORS**

### **Guidance Counselors**

1. Responsible to the Principal working in conjunction with the Director of Student Support Services.
2. Implement the school student development curriculum.
3. Guide individuals and groups of students through the development of educational and career plans.
4. Counsel individuals and small groups of students toward social and emotional growth.
5. Consult with and train teachers, parents and staff regarding needs of students.
6. Refer children with problems and their parents to special programs, specialists and outside agencies.
7. Participate in, coordinate and conduct activities that contribute to the effective operation of the counseling program and school.
8. Participate in and facilitate the problem solving process (STAT).
9. Participate in the planning and evaluation of the counseling program.
10. Pursue continuous professional growth.
11. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and Director of Student Support Services or designee. Any additional work days when needed may be scheduled with the approval of the Director of Student Support Services or designee. Meetings and trainings may be scheduled during the ten (10) additional days.
12. Each Guidance Counselor shall have an appropriate space, phone and technology to carry out his/her duties.

### **School Adjustment Counselors**

1. Responsible to the Principal working in conjunction with the Director of Student Support Services.
2. Implement the elementary, middle, high school student development curriculum.
3. Guide individuals and groups of students through the successful transition from grade to grade and level to level.
4. Counsel individuals and small groups of students toward academic, social, and emotional growth.
5. Consult with and train teachers, parents and staff regarding student's needs.
6. Refer students who have barriers to learning and their parents to special programs, specialists and outside agencies.
7. Participate in and facilitate the problem solving process (STAT).
8. Participate in the planning and evaluation of the counseling program.
9. Pursue continuous professional growth.
10. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and the Director of Student Support Services or designee. Any additional work days when needed may be scheduled with the approval of the Director of Student Support Services or designee. Meetings and trainings may be scheduled during the ten (10) additional days.

11. Each School Adjustment Counselor shall have an appropriate space, phone and technology to carry out his/her duties.

**Appendix H**  
**DEPARTMENTS ELIGIBLE FOR DEPARTMENT CHAIRPERSONS**

**Elementary Schools**

Grades PreK-2

Grades 3-5

**Secondary Schools**

English and Reading

ESL (English as a Second Language)

Fine and Performing Arts

Foreign Languages

Guidance and Adjustment Counseling

Health, Physical Education, and Family and Consumer Science

Instructional and Computer Technology

Math

ROTC

Science

Social Studies

Special Education

Technology/Engineering

**Putnam Vocational and Technical High School**

All eligible secondary school departments

All vocational departments

## **K-8 Schools**

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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