

Proposals that we have reached agreement on as of 5/30/18 (Part III Working Conditions section shows some areas of disagreement)

<p align="center">SEA Initial Proposal</p>	<p align="center">Current Agreed to Language</p>
<p align="center">ARTICLE 1 <u>PARTIES AND ASSOCIATION RECOGNITION</u></p> <p>The parties acknowledge that pursuant to G.L. c. 69, s. 1J (i), the Springfield School Committee has vested the Springfield Empowerment Zone Partnership with full managerial and operational control of the Empower Zone schools up to the limit of state law. The Springfield School Committee remains the employer of record.</p> <p>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 into the current Unit A. 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. The jurisdiction of the Association shall <i>also</i> include City Connects Coordinators and all 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.</p>	<p>SEZP Agrees to SEA’s language as proposed</p>
<p align="center"><u>NEW ARTICLE</u> <u>COLLABORATION</u></p> <p>The parties are committed to raising overall student performance and closing the achievement gap. This requires strong, consistent and sustained collaboration at all levels in the SEZP especially between teachers and school administrators.</p> <p>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.</p> <p>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.</p>	<p align="center"><u>NEW ARTICLE</u> <u>COLLABORATION</u></p> <p>SEZP and SEA believe that collaboration is the process of working together to brainstorm, share, refine and implement new ideas to accomplish critical goals in pursuit of a shared vision, while acknowledging and learning from different perspectives and behaving as equal partners. . SEZP and SEA are committed to the structures outlined in this agreement and in jointly-created guidance documents that support and foster a culture of collaboration in each school and at the Zone level. We believe strong, consistent and sustained collaboration at all levels in the SEZP, including between SEZP and SEA leadership; and between teachers, school building reps, and school administrators, results in better student performance outcomes and increases workplace satisfaction for educators and administrators.</p> <p>SEA and SEZP agree that one role of SEA and SEZP leadership is to support and guide school teams to build strong cultures of collaboration in support of student achievement. When there is sustained evidence that the culture of collaboration at a SEZP school has broken down, SEA and SEZP agree to implement a “collaborative support partnership team” process to work with members of the school faculty and administration. While either party can trigger a collaborative support partnership team process, the SEA and SEZP will jointly agree upon a process for such support before beginning work with an individual school. The support process will be time-bound and customized based on the needs of the school.</p>

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<p align="center">ARTICLE 10 <u>BUILDING COOPERATION</u></p> <p>The principal shall recognize the Association building/school representatives and any Executive Board members as the official representatives of the Association in the school. The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings) and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth. No teacher shall engage in Association activities during the time he/she is assigned to teaching or other duties.</p> <p>The parties agree that Association building/school representatives and Executive Board members employed at the school are welcome at all TLT meetings and have a specific role in those meetings to ensure that the contract is adhered to and that an open, safe, collaborative environment exists in the school in all team meetings and full faculty meetings.</p> <p>The Principal and the building representatives shall meet at least one time per month to ensure the smooth implementation of this agreement as well as to discuss issues and concerns.</p>	<p align="center">ARTICLE 10 <u>BUILDING COOPERATION</u></p> <p>The principal shall recognize the Association building/school representatives and any Executive Board members assigned to that school as the official representatives of the Association in the school. The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings) and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth. No teacher shall engage in Association activities during the time he/she is assigned to teaching or other duties.</p> <p>The Principal and the building representatives are encouraged to meet regularly and to communicate on a frequent and informal basis as needed to ensure the smooth implementation of this agreement as well as to discuss issues and concerns.</p> <p>Note: The role of Association building/school representatives will be addresses through guidance and partnership structures.</p>
<p align="center">ARTICLE 19 <u>DISPUTE RESOLUTION</u></p> <p>It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Employer. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:</p> <p><u>Section 1:</u> —The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.</p> <p><u>Section 2: Step1:</u> An aggrieved teacher and an Association Representative (if the employee so desires) shall first discuss the dispute with the employee's immediate administrative superior or his/her principal with the objective of resolving the matter</p>	<p align="center">ARTICLE 19 <u>DISPUTE RESOLUTION</u></p> <p>The SEZP agrees with the SEA's proposal</p>

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<p>informally. Such informal discussion shall be held within five (5) school days of the request of the employee.</p> <p>Section 3-Step 2: If the informal discussion does not resolve the grievance it shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.</p> <p>Section 4: The aggrieved teacher shall discuss the dispute with his/her principal accompanied by an Association representative within five (5) school days of the principal receiving the grievance in writing. The principal shall communicate his/her decision to the teacher within five (5) school days after hearing the complaint.</p> <p>Section 5- Step 3: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the SEZP <i>Director(s) or their designee</i>. The SEZP shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the board or its designee), then where applicable the grievance may be processed as indicated below.</p> <p>Section 6:</p> <p>Section 7- Step 4: <u>Mediation or Arbitration</u></p> <p>Mediation:</p> <p>A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 35, mediation of the grievance may be initiated in accordance with the following provisions.</p> <p>A. Within 10 school days of receipt of the decision at step 34, the Association may demand mediation of the dispute. Within forty (40) days of the demand for mediation the Association and the SEZP shall meet for the purpose of mediation. The Association and the SEZP agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The Association and the SEZP agree to review their list annually, or more often if requested by either organization, and adjust the list as mutually agreed upon by the Association and the SEZP.</p> <p>B. The mediator selected shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the Association and the SEZP. If one of the above mediators is unable to schedule a mediation</p>	<p>The SEZP agrees with the SEA’s proposal</p>

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<p>conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the Association and the SEZP.</p> <p>C. Mediation is an informal, off-the-record process in which the Association and the SEZP are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The Association and the SEZP shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:</p> <ul style="list-style-type: none"> a. Views expressed or suggestions made by either organization with respect to a possible settlement of the dispute; b. Admissions made by either organization in the course of the mediation proceeding; c. Proposals made or views expressed by the mediator; or d. The fact that either organization had or had not indicated willingness to accept a proposal for settlement made by the mediator. <p>D. The mediator does not have the authority to impose a settlement on the Association and the SEZP but will attempt to help them reach a satisfactory resolution of their dispute.</p> <p>E. Mediation shall conclude in one of the following ways:</p> <ul style="list-style-type: none"> a. By the execution of a settlement agreement by the Association and the SEZP; or b. By a written declaration of the mediator, either the Association and the SEZP, or both the Association and the SEZP to the effect that the mediation proceedings are concluded. <p>F. Appeal to the SEZP Board Within ten (10) school days after receiving the written declaration of the mediator that a settlement agreement is not executed, the Association may request to meet with the SEZP Board. The meeting shall occur within thirty (30) days. The SEZP Board shall issue its decision within ten (10) school days in writing. The SEZP Board's decision shall be final and binding.</p>	<p>The SEZP agrees with the SEA's proposal</p>

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<p><u>Section 8:</u> <i>Arbitration</i></p> <p>If an arbitration-eligible grievance is not satisfactorily resolved at the level of the SEZP under the grievance procedure, the Association may request that the grievance be referred for arbitration Step 35, arbitration of the grievance may be initiated by the Association in accordance with the following provisions.</p> <p>Within 10 school days of receipt of the decision at step 3 4, the Association may demand arbitration of the dispute. Notices of intention to request arbitrate a grievance must be in writing addressed to the School Committee and SEZP.</p> <p>Within five (5) school days after such written notice of submission to arbitration, the SEZP and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the Association and the SEZP 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 SEZP's written decision as described above.</p> <p>The arbitrator shall issue his award not later than thirty (30) days from the date of the close of the hearings or, if oral hearing has been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.</p> <p>The arbitrator shall have no power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with the provisions of this Agreement.</p> <p>The decision of the arbitrator shall be binding upon the School Committee, the SEZP, the Association, and the aggrieved teacher. Fees and expenses of the arbitrator shall be shared equally by the School Committee and the Association.</p> <p>The Committee agrees that it will apply to all substantially similar situations the decision of any arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to the grievance denied by the decision of an arbitrator.</p>	<p>The SEZP agrees with the SEA's proposal</p>

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Article 1:	Parties and Union Recognition	Arbitration
Article 2:	Definitions	Arbitration
Article 3:	Management Rights	N/A
Article 4:	Changes During the Life of the Agreement	N/A
Article 5:	Duration of Agreement	Arbitration
Article 6:	Entire Agreement	Arbitration
Part II: Union Privileges and Responsibilities		
Article 7:	Fair Practices	Arbitration
Article 8:	Payment of Dues and COPE	Arbitration
Article 9:	Payroll Deductions for Agency Service Fee	Arbitration
Article 10:	Building Cooperation	Arbitration
Article 11:	Protection of Individual and Group Rights	Arbitration
Article 12:	Printing of Agreement	Arbitration
Article 13:	Use of Facilities by Union	Arbitration
Article 14:	Distribution of Materials	Arbitration
Article 15:	Bulletin Boards	Arbitration
Article 16:	School Visitation by Authorized Union	Arbitration
Article 17:	Association Leave	Arbitration
Article 18:	Leave for Conferences and Conventions	Arbitration
Article 19:	Dispute Resolution	Mediation
Article 20:	Resolution by Peaceful Means	Arbitration
Article 21:	Meeting with SEZP Board	Arbitration
Part III: General Working Conditions		
Article 22:	School Operational Plans	Mediation
Article 23:	Work Year	Mediation
Article 24:	Work Day	Mediation
Article 25:	Academic Calendar	Mediation
Article 26:	Teacher Hiring and Promotions	Hybrid**

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	<i>** Disputes connected to posting procedures are eligible for arbitration; all other disputes use the mediation process, with the exception that disputes connected to posting requirements go directly from informal dispute resolution to an appeal to the SEZP board.</i>	
Article 27:	Teacher Assignments	Mediation
Article 28:	Teacher Displacement	Mediation
Article 29:	Duty Free Lunch	Arbitration
Article 30:	Continuity of the Teaching Process	Mediation
Article 31:	Professional Development	Mediation
Article 32:	Seniority	Hybrid**
	<i>** Disputes connected to the creation and accuracy of the seniority list are eligible for arbitration; all</i>	
Article 33:	Advance Notice of Resignation or Retirement	Mediation
Article 34:	<i>Reduction in Force</i>	<i>Hybrid**</i>
	<i>** Decision to implement a reduction in force is not subject to this clause; rest of clause is eligible for</i>	
Article 35:	Teacher Dismissal and Discipline	Hybrid**
	<i>** Matters of teacher discipline other than suspension or termination use the mediation process; teacher suspension and termination are governed exclusively by law matters of teacher dismissal or</i>	
Article 36:	Damage and Loss of Property	Arbitration
	School Facilities	Arbitration
Article 38:	Notices and Announcements	Mediation
Article 39:	Health and Safety	Arbitration
Article 40:	Assistance in Assault Cases	Arbitration
Article 41:	Personnel Files	Arbitration
PART IV: Evaluation and Supervision		
Article 42:	Evaluation	Arbitration
	<i>**Under the standards set forth in the evaluation document</i>	
Part V: Compensation: Benefits		
Article 43:	Sick Leave	Arbitration

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Article 44:	Sick Leave Abuse	Arbitration	
Article 45:	Sick Leave for Injury	Arbitration	
Article 46:	Military Leave of Absence	Arbitration	
Article 47:	Organized Reserve Forces	Arbitration	
Article 48:	Personal Days	Arbitration	
Article 49:	Maternity and Child-Rearing Leave	Arbitration	
Article 50:	Funeral Leave	Arbitration	
Article 51:	Religious Leave	Arbitration	
Article 52:	Professional Leave	Arbitration	
Article 53:	Leave Without Pay	Arbitration	
Article 54:	Return from Leave of Absence	Arbitration	
Article 55:	Jury Duty	Arbitration	
Article 56:	Tax-Free Annuity	Arbitration	
Article 57:	Health Insurance	Mediation	
Article 58:	Pension	Mediation	
Article 59:	Mileage Allowance	Arbitration	
Part VI: Compensation: Salaries			
Article 60:	Professional Compensation System	Mediation	
Article 61:	Career Ladder	Hybrid	
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else: Mediation</i>		
Article 62:	Expanded Learning Time	Hybrid	
	<i>**Failure to pay Extended Learning Time stipend explicitly agreed upon in School Operational Plan:</i>		
Article 63:	Stipends for Leadership and Other Roles	Mediation	
Article 64:	School-Wide Awards	Mediation	
Article 65:	Other Compensation	Mediation	
Article 66:	Severance Pay	Arbitration	
Article 67:	Method and Time of Payment	Mediation	
Miscellaneous Provisions			The SEZP agrees with the SEA's proposal
<p style="color: red;">All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.</p>			

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<p>Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.</p> <p>The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.</p> <p>Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other teacher of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other teacher organization other than the Association.</p> <p>When a teacher does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views.</p> <p>No individual who does not represent the Association may act as a representative of any other teacher on more than one occasion.</p> <p>If hearings are held during school hours, the aggrieved and representatives designated by members of the Grievance Committee of the Association may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator. the arbitrator shall obtain the SEZP's approval for the time of hearing.</p> <p>The following matters shall not be considered to be the basis of any grievance under this procedure:</p> <ul style="list-style-type: none"> • The termination of the service of or the failure to re-employ any probationary teacher • The termination of the service of or the failure to re-employ any teacher without professional teacher status • The granting of professional teacher status to a teacher without professional teacher status <p>Both the SEZP and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.</p> <p>The Introduction and the narratives in each section of this document shall not be subject to the provisions of this article.</p>	<p>The SEZP agrees with the SEA's proposal</p>
<p style="text-align: center;">ARTICLE 21 <u>MEETING WITH SEZP</u></p> <p>The SEZP's designee will meet with the Springfield Education Association president and/or his/her designee twice a month on a monthly basis during the school</p>	<p style="text-align: center;">ARTICLE 21 <u>MEETING WITH SEZP</u></p> <p>The SEZP's designee will meet with the Springfield Education Association president</p>

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<p>year and at least one time per month during the summer.</p>	<p>and/or his/her designee at least 12 times during the school year and over summer.</p>
<p align="center"><u>PART III</u> <u>GENERAL WORKING CONDITIONS</u></p> <p>The Springfield School Committee has created the Empowerment Zone in order to empower school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each <i>school</i> must be permitted to implement programs that meet the needs of its students and community. Through a participatory decision-making process, each school will define the staff working conditions, school priorities, school calendar, strategic plan and budget necessary for student success. School leadership teams will create and publish annual school operational plans which will outline the working conditions, school priorities and school calendar for staff in the building. Such operational plans will be subject to the review and approval of the SEZP by mid-March of each year.</p>	<p align="center"><u>PART III</u> <u>GENERAL WORKING CONDITIONS</u></p> <p>The Springfield School Committee has created the Empowerment Zone in order to empower school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each <i>school</i> must be permitted to implement programs that meet the needs of its students and community. Through a shared decision-making process, each school will define the staff working conditions-necessary for student success as part of an annual school operational plan. Such operational plans will be subject to the review and approval of the SEZP.</p>
<p align="center"><u>ARTICLE 22</u> <u>SCHOOL OPERATIONAL PLANS</u></p> <p>All schools shall have a <i>Teacher Leadership Team</i> as the vehicle for shared decision making at the school level.</p>	<p align="center"><u>ARTICLE 22</u> <u>SCHOOL OPERATIONAL PLANS</u></p> <p>All schools shall have a <i>Teacher Leadership Team</i> as the vehicle for shared decision-making at the school level.</p>
<p>The <i>Teacher Leadership Team</i> shall participate in the development and approval of policies set forth in the annual operational plan, which includes the school priorities, educator and student calendar, and educator working conditions, and any or subsequent revisions to this plan, which on the subject matter list below <u>and</u> address teacher working conditions .</p>	<p>The <i>Teacher Leadership Team</i> shall participate in the development and approval of policies set forth in the annual operational plan, or subsequent revisions to this plan. The operational plan includes items on the subject matter list below that address teacher working conditions and the annual staff calendar. SEZP will establish additional components of the operational plans annually and will share these with the SEA prior to their finalization and sharing with schools.</p>
<p>These policies shall be agreed upon by a majority of the <i>Teacher Leadership Team</i> and also by the building principal after substantial feedback from the staff and a full faculty vote. The goal is to reach important decisions impacting the school by mutual consensus agreement. However, if an agreement cannot be reached at the school level, the SEZP or designee shall make the final decision when approving the final school operational plan or subsequent revisions.</p>	<p>These policies shall be agreed upon by a majority of the <i>Teacher Leadership Team</i> and also by the building principal after allowing for feedback from the faculty. The goal is to reach important decisions impacting the school by mutual agreement. However, if an agreement cannot be reached at the school level, the SEZP shall make the final decision when approving the final school operational plan or subsequent revisions.</p>
<p align="center">No Agreement yet – SEA’s last proposal differences are in yellow</p> <p>Each school will implement a process to engage teachers in the development of the school’s operational plan. Engagement of teachers must be substantive and allow for opportunities for leadership to both share information and receive feedback from teachers in the building to ensure staff support and buy-in. At the same time, the Springfield School Committee SEZP and the Association recognize that individual schools may develop different approaches for obtaining teacher input based on the</p>	<p align="center">No Agreement yet – SEZP’s last proposal – differences are in yellow</p> <p>Each school will implement a process to engage teachers in the development of the school’s operational plan. Engagement of teachers must be substantive and allow for opportunities for leadership to both share information and receive feedback from teachers in the building to ensure staff support and buy-in. At the same time, the Springfield School Committee SEZP and the Association recognize that individual schools may develop different approaches for obtaining teacher input based on the</p>

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<p>unique needs and culture of their schools <i>including the use of existing leadership bodies/teams within the school. The current and any new bodies/teams and their respective responsibilities and membership will be emailed to staff. each year</i></p>	<p>unique needs and culture of their schools including the use of existing leadership bodies/teams within the school. The current bodies/teams and their respective responsibilities and membership will be emailed to staff each year.</p>
<p>School operational plans will be approved, shared publicly on the Zone website <i>and emailed to current teachers at each school</i> if at all possible, prior to the Springfield Public Schools transfer process. Springfield Public Schools teachers will receive notification that school operational plans are available to view.</p>	<p>It is the intent of the SEZP to have school operational plans approved, shared publicly on the Zone website and emailed to current teachers at each school prior to the Springfield Public Schools transfer process, which begins in mid-March. Specific items in plans may not be fully completed if there is outstanding policy, operational or other issues that are not yet resolved prior to the transfer window in which case the plan will be considered a draft and SEZP will notify SEA. Should such outstanding items exist, the TLT and Principal at the school will notify the faculty by email and finalize the plan as soon as practicable. Springfield Public Schools teachers will receive notification that school operational plans are available to view.</p>
<p>The parties intend maximum flexibility in school operations under this article. The SEZP shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.</p>	<p>The parties intend maximum flexibility in school operations under this article. The SEZP shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.</p>
<p>No Agreement yet – SEA’s last proposal differences are in yellow</p> <p>The SEZP has established two default formats for the Teacher Leadership Team but schools may propose modifications to the default subject to SEZP approval <i>after consultation with the SEA leadership.</i></p>	<p>No Agreement yet – SEZP’s last proposal – differences are in yellow</p> <p>The SEZP has established two default formats for this team the Teacher Leadership Team but schools may propose modifications to the default subject to SEZP approval.</p>
<p>New members of the Teacher Leadership Team shall be elected during PD in August or during an extended day before the end of September. The date of the election shall be included in the School Operational Plan. Elections are to be run by a SEA representative following this process:</p> <ul style="list-style-type: none"> o SEA over sees the election and SEA Rep(s) designated by the SEA run the election. The date of the election will be announced to the full faculty in an announcement that also includes the process for nominations or self nomination. o Only members of the bargaining unit employed at the school and SEA representatives are present and eligible to vote. Itinerant teachers and ETLs are considered central office employee’s assigned to a school and therefore not eligible to be candidates or to vote. o Candidates must address the Faculty orally and/or in writing as to why they wish to be elected. SEA recommends that all candidates address the full faculty. Elections will then happen in the appropriate teams. o 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 no one receives 50% +1 of the votes cast in the initial vote, the two educators on the team who received the highest number of votes, shall have their names on a subsequent ballot. 	<p>The following provisions shall apply to all TLTs regardless of their use of default or modified team structures:</p> <ul style="list-style-type: none"> o New members of the Teacher Leadership Team shall be elected annually between August and November of each school year at a full faculty meeting. The date of the election shall be publicized to all faculty at least two weeks in advance of the election o The Teacher Leadership Team shall meet at least monthly with the principal o Beginning in the fall of 2018 and after a school / program has been in place for three full years, some portion of the TLT will be elected for two-year terms at the next annual election. The remaining portion of the TLT will be elected for two-year terms the following year. The intent is to have approximately 50% of the TLT elected each year. o If a TLT member changes assignment to another team in the school or if the team they are representing and/or the TLT and principal determine that the rep is not upholding the responsibilities of TLT membership, an interim election shall occur for that slot. o The election will be run jointly by the building principal and SEA building reps and/or Executive Board members at the school

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<ul style="list-style-type: none"> ○ The election takes place in one meeting and the results shall be provided to the full faculty by the end of the meeting. ○ The new TLT assumes their role immediately after the election. ○ The Teacher Leadership Team shall meet at least two times per month and for 2 day-long (5-7 hours) meetings on a non-school day with the principal. 	<ul style="list-style-type: none"> ○ SEA leadership/staff and teachers in the school are welcome to attend meetings of the Teacher Leadership Team.
<p>SEA leadership/staff and teachers in the school are welcome to observe meetings of Teacher Leadership Team. There shall be a speak-out time at the beginning of each meeting.</p> <p>The time and place of the first meeting of the new TLT shall be provided to all staff with 5 days' notice of the meeting. The TLT shall develop a regular meeting time and schedule at the first meeting of the new TLT. The meeting schedule shall be made available to all staff through the school's regular communication to all staff, including through email, posted on One-Note and any other way that communication occurs in the school, and provided to the SEA leadership. Tentative Agendas shall be sent to the staff through the regular communication methods five days before a meeting. Any changes to that agenda shall be forwarded to all staff 24 hours in advance.</p> <p>After each TLT meeting reps will be given time to meet with their team to discuss issues that were or will be discussed at TLT to get input from the staff on the issue. Representatives are expected to voice the issues and concerns of their team at the meeting, including voting the way their team votes if an issue has been put to a vote in the team meeting.</p>	<p>Note: Details of TLT meeting agendas, timing, voting processes, meeting visitors, TLT terms beyond one year, and elections processes will be dealt with through guidance and partnership structures.</p>
<p>No Agreement yet – SEA's last proposal differences are in yellow</p> <p><i>Members of the Teacher Leadership Team shall receive a stipend of \$1600/ year.</i></p>	<p>No Agreement yet – SEZP's last proposal – differences are in yellow</p> <p>The SAEZP is willing to try this as a volunteer pilot project at one school.</p>
<p><u>Teacher Leadership Team Default Models</u></p> <p>Unless schools have received approval to use a Teacher Leadership Team with modifications, a Teacher Leadership Team shall be established at each school in one of the following ways:</p>	<p><u>Teacher Leadership Team Default Models</u></p> <p>Unless schools have received approval to use a Teacher Leadership Team with modifications, a Teacher Leadership Team shall be established at each school in one of the following ways:</p>
<p>No Agreement yet – SEA's last proposal differences are in yellow</p> <p><i>Default model 1: one (1) representative team selected by the respective grade level team in a secret-ballot election; one (1) representative for every 7 specialists not included on a grade level team selected by <i>those</i> specialists at the school in a secret-</i></p>	<p>No Agreement yet – SEZP's last proposal – differences are in yellow</p> <p><i>Default model 1: one (1) representative selected by the respective grade level team in a secret-ballot election; one (1) representative for specialists not included on a grade level team selected by <i>those</i> specialists at the school in a secret-ballot election</i></p>

Proposals that we have reached agreement on as of 5/30/18 (Part III Working Conditions section shows some areas of disagreement)

SEA Initial Proposal	Current Agreed to Language
<p>ballot election (specialists include all SEA bargaining unit members who do not belong to a grade level team, such as special educator teachers, physical education teachers, guidance counselors, etc.), a current SEA building representative elected by the full faculty to serve on the TLT and an additional representative from the SEA bargaining unit designated by the principal.</p>	<p>(specialists include all SEA bargaining unit members who do not belong to a grade level team, such as special educator teachers, physical education teachers, guidance counselors, etc.); and an additional representative designated by the principal.</p>
<p>No Agreement yet – SEA’s last proposal differences are in yellow</p> <p>Default model 2: one (1) representative for educators in a core content area department selected by the respective content area team in a secret-ballot election; one (1) representative for specialists not included in a core content area team selected by those specialists at the school in a secret-ballot election (specialists include all SEA bargaining unit members who do not belong to a grade level team, such as special educator teachers, physical education teachers, guidance counselors, etc.), a current SEA building representative elected by the full faculty to serve on the TLT and an additional representative from the SEA bargaining unit designated by the principal.</p> <p>NOTE: “GRADE LEVEL” IN 5TH LINE SHOULD BE “CONTENT AREA”</p>	<p>No Agreement yet – SEZP’s last proposal – differences are in yellow</p> <p>Default model 2: one (1) representative for educators in a core content area department selected by the respective content area team in a secret-ballot election; one (1) representative for specialists not included in a core content area team selected by those specialists at the school in a secret-ballot election (specialists include all SEA bargaining unit members who do not belong to a grade level team, such as special educator teachers, physical education teachers, guidance counselors, etc.); and an additional representative designated by the principal.</p> <p>NOTE: “GRADE LEVEL” IN 5TH LINE SHOULD BE “CONTENT AREA”</p>
<p><u>Teacher Leadership Team with Modifications</u></p> <p>Schools may modify the structure, format, and composition of the Teacher Leadership Team to meet the needs of their staff and students. So long as the Teacher Leadership Team contains at least five SEA bargaining members selected by their peers, any modification to the team structure, meeting schedule, participants, or any other aspect of the team is acceptable, as long as the TLT members are elected by their peers and are SEA bargaining unit members, but must be approved by SEZP after consultation with the SEA.</p>	<p><u>Teacher Leadership Team with Modifications</u></p> <p>Schools may modify the structure, format, and composition of the Teacher Leadership Team to meet the needs of their staff and students. Larger schools may consider adding additional grade-level, content area and/or at-large representatives to their TLT as part of a modified team. So long as the Teacher Leadership Team contains at least three members selected by their peers and-who are SEA bargaining unit members, any modification to the team structure, meeting schedule, participants, or any other aspect of the team is acceptable but must be approved by SEZP after consultation with the SEA.</p>
<p>In new schools or schools that are transitioning the school’s current TLT, SEA and SEZP will develop a plan for the development or transition of the TLT until the school has reached all grade levels or has fully transitioned.</p>	<p>In new schools or schools that are transitioning due to school model or configuration changes the SEZP – in consultation with SEA – will develop a plan for the development or transition of the TLT until the school has reached all grade levels or has fully transitioned. The SEZP will have sole and final authority in determining any transitioning TLT structures.</p>
<p>By way of example, such modifications may include:</p> <ul style="list-style-type: none"> ● Include two sixth grade teachers on the team instead of a seventh grade 	<p><u>AGREE TO DELETE</u></p>

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<p align="center">SEA Initial Proposal</p>	<p align="center">Current Agreed to Language</p>
<p>teacher because no seventh grade teachers express interest in participating</p> <ul style="list-style-type: none"> • Invite a paraprofessional to participate on the Leadership Team • Organize the Instructional Leadership Team by content area vs. grade level • Use a school's instructional leadership team as a baseline but ensure two members of the team are selected by their peers 	
<p>No Agreement yet – SEA's last proposal – differences are in yellow Annually, schools will submit to the SEZP a TLT Selection and Faculty Engagement Form developed by SEZP in consultation with SEA. On this form, school Principals and building reps will indicate whether they will use the default Teacher Leadership Team model or a Teacher Leadership Team with modifications, the process used to elect the TLT, as well as how the principal and TLT will engage educators in the development, implementation and revision of the annual school operational plan. If schools select a Teacher Leadership Team with modifications, they must also include a written explanation of the model.</p>	<p>No Agreement yet – SEZP's last proposal – differences are in yellow Annually, schools will submit to the SEZP a TLT Selection and Faculty Engagement Form developed by SEZP in consultation with SEA. On this form, schools will indicate whether they will use the default Teacher Leadership Team model or a Teacher Leadership Team with modifications, as well as how the principal and TLT will engage educators in the development of the annual school operational plan. If schools select a Teacher Leadership Team with modifications, they must also include a written explanation of the model.</p>
<p>No Agreement yet – SEA's last proposal – differences are in yellow After receiving the TLT Selection and Faculty Engagement Form, the SEZP will provide the Forms to the SEA President for feedback on the Faculty Engagement plan for a period of no less than five (5) days. The SEZP will receive this feedback prior to approving each school's Faculty Engagement Plan. The SEZP will have sole and final authority in approving modifications to schools' Faculty Engagement Plans.</p>	<p>No Agreement yet – SEZP's last proposal – differences are in yellow After receiving the TLT Selection and Faculty Engagement Form, the SEZP will provide the plans to the SEA President for feedback for a period of no less than five (5) days. The SEZP will receive this feedback prior to approving each school's TLT Selection Form. The SEZP will have sole and final authority in approving modifications to schools' TLT Selection Forms.</p>
<p align="center"><u>Changes to School Operational Plans throughout the Year</u></p> <p>Once the annual operational plan is developed for a specific school, that document is presumed to govern teacher working conditions at the school for the following school year. Principals after faculty engagement and a TLT vote may submit a request to the SEZP to alter their operational plans during a school year after engaging their Teacher Leadership Team in the decision making process and their staff pursuant to their Instructional Engagement Plan. The SEZP will have sole and final authority in approving any school year modifications to school operational plans.</p>	<p align="center"><u>Changes to School Operational Plans throughout the Year</u></p> <p>Once the annual operational plan is developed for a specific school, that document is presumed to govern teacher working conditions at the school for the following school year. Principals may submit a request to the SEZP to alter their operational plans following submission of the draft operational plans or during a school year after engaging their Teacher Leadership Team and faculty in the decision making process. The SEZP will have sole and final authority in approving any school year modifications to school operational plans. The SEZP will notify SEA of any changes.</p>

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<p align="center">SEA Initial Proposal</p> <p align="center"><u>Areas for School Working Conditions</u></p>	<p align="center">Current Agreed to Language</p> <p align="center"><u>Areas for School Working Conditions</u></p>
<p>Each school’s annual school operational plan shall include but not be limited to discussion of the following items:</p> <ul style="list-style-type: none"> • Allocation of discretionary funds made available by the principal, including in areas such as: <ul style="list-style-type: none"> ○ Wraparound services for students and families ○ After-school programs ○ School supplies • Expectations for the work that grade-level, content, and other school teams will accomplish • Duties and responsibilities of any stipend positions – leadership roles, test coordinators, department chairs, extracurricular activities, etc.... • Substitutes • Behavior management and discipline policies including, plans for chronically disruptive students • Supports for students’ social, emotional, behavioral and academic needs • School wide interventions and • School curriculum issues • Professional development activities, ensuring that all educators have access to PD in their content area and that PD meets the stated needs of educators • Local school processes for grading and reporting, parent communication, and other tasks that enhance student learning • School calendar • Scheduling models that affect the whole school • Schedule for staff and students, provided that <i>all</i> teachers will continue to receive duty-free lunch and regular preparatory time • Schedule of school-wide parent/teacher meetings • Work before and/or after the regular school year • Notices and announcements • School health and safety issues • Staff dress code • Rotation of duties • Class size • Bulletin boards • Other items as designated by the SEZP provided there is no material conflict with other provisions of this document • Parent-Teacher Home Visit Project, if applicable • Family-teacher communication • Class coverage • Practicum teacher assignment practices, if applicable 	<p>Each school’s annual school operational plan shall include but not be limited to discussion of the following items:</p> <ul style="list-style-type: none"> • Allocation of discretionary funds made available by the principal, including in areas such as: <ul style="list-style-type: none"> ○ Wraparound services for students and families ○ After-school programs ○ School supplies • School curriculum issues • Professional development activities applicable to the school as a body • School calendar • Schedule for staff and students, provided that <i>all</i> teachers will continue to receive duty-free lunch and regular <i>student free</i> preparatory time • Class coverage and Substitutes • Schedule of school-wide parent/teacher meetings • Work before and/or after the regular school year • Notices and announcements • School health and safety issues • Staff dress code • Rotation of duties • Class size • Bulletin boards • Other items as designated by the SEZP provided there is no material conflict with other provisions of this document • Family-teacher communication <p>Decisions made in these areas through school operational plans shall be forwarded to the Association President and SEZP and shall be made available to schools throughout the Empowerment Zone.</p>

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<p align="center">SEA Initial Proposal</p>	<p align="center">Current Agreed to Language</p>
<p>Decisions made in these areas through school operational plans shall be forwarded to the Association President and SEZP and shall be made available to schools throughout the Empowerment Zone.</p>	
<p align="center">No Agreement yet – SEA’s proposal – differences are in yellow</p> <p>Although principals and TLTs reach consensus over their school working conditions, the SEZP retains final authority over those conditions as defined in each school’s operational plan but will only intervene in the unusual circumstances where a school cannot reach agreement or the school’s working conditions are not in compliance with this agreement or School Turnaround practices in which case the SEZP’s determination shall be final.</p>	<p align="center">No Agreement yet – SEA’s proposal – differences are in yellow</p> <p>The SEZP retains final authority over school working conditions as defined in each school’s operational plan and its determination will be final.</p>
<p align="center">ARTICLE 25 ACADEMIC CALENDAR</p> <p>The SEZP will establish a baseline school calendar each year that shall include student and teacher start dates, professional development days, school vacations and holidays. This calendar will be based on the calendar developed annually by the Springfield school committee. The SEZP will publicize this calendar prior to the Springfield Public Schools transfer process. All Springfield Public Schools teachers will receive notification that work day schedules are available to view. The SEZP may alter the academic calendar each year as needed prior to the Springfield Public Schools transfer process.</p> <p>School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs may be held on these days.</p>	<p align="center">ARTICLE 25 ACADEMIC CALENDAR</p> <p>The SEZP will establish a baseline school calendar each year that shall include student start dates, professional development days, school vacations and holidays. To the extent possible, the This calendar will be based on a preliminary calendar developed annually by Springfield Public Schools however, SEZP may alter the calendar each year as needed.</p> <p>As part of their annual operational plans, schools may make modifications to this baseline calendar that meet their unique school needs. SEZP will approve draft school-level calendars when reviewing and approving draft operational plans. All draft school calendars will be approved and publicized prior to the transfer window in accordance with Article 22.</p> <p>School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs may be held on these days.</p>
<p align="center">ARTICLE 27 TEACHER ASSIGNMENTS</p> <p>Prior to the transfer process, principals must present major schedule changes that are being contemplated for the following year. Major schedule changes may include but are not limited to: change in the length and/or number of periods, schedule rotation, etc...</p>	<p align="center">ARTICLE 27 TEACHER ASSIGNMENTS</p> <p>Prior to the transfer process, principals will outline to faculty major schedule changes that are under consideration for the following year. By way of example, major schedule changes may include: change in the length and/or number of periods or schedule rotation.</p>

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<p>Teachers may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for the following year. In order to preserve the proper educational climate, each school's principal shall make every attempt to notify teachers of the following matters concerning their programs for next school year at as early a date as possible (if assignments change after the start of summer, teachers will receive notification via mail or e-mail):</p> <ul style="list-style-type: none"> • subjects to be taught • grades of the subjects to be taught • any academically talented, accelerated, honors, seminars, or special groupings which a teacher may be required to teach • number of periods • room assignments • any other pertinent information 	<p>Teachers may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for the following year. In order to preserve the proper educational climate, each school's principal shall make every attempt to notify teachers of the following matters concerning their programs for next school year at as early a date as possible (if assignments change after the start of summer, teachers will receive notification via mail or e-mail):</p> <ul style="list-style-type: none"> • subjects to be taught • grades of the subjects to be taught • any academically talented, accelerated, honors, seminars, or special groupings which a teacher may be required to teach • number of periods • room assignments • any other pertinent information
<p style="text-align: center;">ARTICLE 31 <u>PROFESSIONAL DEVELOPMENT</u></p> <p>Professional development programs generally will be determined at the school level. There will be occasions, however, when the SEZP may require specific professional development.</p> <p>Staff employed in the SEZP schools will have access to Springfield Public Schools professional development, including but not limited to the counselor PD and monthly meetings and SPED department PD and meetings. The employee must receive prior approval from his/her principal to attend the professional development session.</p> <p style="color: red;">All PDPs will be recorded in My Learning Plan as soon as possible after a PD is completed, but no later than June 30th of the year in which they are earned.</p>	<p style="text-align: center;">ARTICLE 31 <u>PROFESSIONAL DEVELOPMENT</u></p> <p>Professional development programs generally will be determined at the school level. There will be occasions, however, when the SEZP may require specific professional development.</p> <p>Staff employed in the SEZP schools have access to Springfield Public Schools and/or SEZP professional development. The employee must receive prior approval from his/her principal to attend the professional development session.</p> <p>Note: The SEZP will develop a process for recording past and future PdPs from school and SEZP trainings in a format other than MLP.</p>

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<p align="center">SEA Initial Proposal</p>	<p align="center">Current Agreed to Language</p>
<p align="center">ARTICLE 38 <u>NOTICES AND ANNOUNCEMENTS</u></p> <p>Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.</p> <p>A copy of all official circulars pertaining to teachers shall be sent to the Springfield Education Association office and shall be posted on the school bulletin boards and/or an appropriate official website. A systematic method of circulating information shall be devised in each building.</p> <p>Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum. Except in cases of emergency every effort shall be made to limit these to the first and last five minutes of a class period.</p> <p>A copy of teaching programs and non-teaching assignments will be posted in each building and a copy sent to the President of the Association by the principal of each building, on request.</p>	<p align="center">ARTICLE 38 <u>NOTICES AND ANNOUNCEMENTS</u></p> <p>Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.</p> <p>A copy of all official circulars pertaining to teachers shall be sent to the Springfield Education Association office and shall be posted on the school bulletin boards and/or an appropriate official website. A systematic method of circulating information shall be devised in each building.</p> <p>Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum. Schools will endeavor to make necessary announcements during the first and last five minutes of a class period.</p> <p>A copy of teaching programs and non-teaching assignments will be posted in each building and a copy sent to the President of the Association by the principal of each building, on request.</p>
<p align="center">ARTICLE 42 <u>EVALUATION</u></p> <p>The Springfield Effective Educator Development System (SEEDS) is attached as Appendix A1 to this Agreement for reference. The parties agree to maintain a SEZP / SEA joint labor-management evaluation team which shall review the evaluation processes and procedures annually and implement agreed upon changes and adjustments. Such changes and adjustment to the current Springfield evaluation system shall be attached to this Agreement as Appendix A2.</p> <p>Schools shall have the ability to negotiate changes or adjustments to the evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. The system must be approved by the SEZP, the faculty in the building by a secret ballot vote, and the SEA.</p> <p>Teachers shall be evaluated according to the evaluation system in Appendix A1 and A2 unless their school has an approved alternative performance evaluation system.</p> <p>Teachers shall be provided with a copy of all written observations and evaluations.</p>	<p align="center">ARTICLE 42 <u>EVALUATION</u></p> <p>The Springfield Effective Educator Development System (SEEDS) is attached as Appendix A1 to this Agreement for reference. The parties agree to maintain a SEZP / SEA joint labor-management evaluation team which shall review the evaluation processes and procedures and implement agreed upon changes and adjustments. Such changes and adjustments to the current Springfield evaluation system shall be attached to this Agreement as an updated Appendix A1.</p> <p>Schools shall have the ability to change the evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. The system must be approved by the SEZP. These plans shall be provided to the Association when presented to the SEZP for approval.</p> <p>Teachers shall be evaluated according to the evaluation system in Appendix A1 unless their school has an approved alternative performance evaluation system.</p> <p>Teachers shall be provided with a copy of all written observations and evaluations.</p>

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<p align="center">SEA Initial Proposal</p>	<p align="center">Current Agreed to Language</p>
<p align="center">ARTICLE 43 <u>SICK LEAVE <i>AND SICK BANK</i></u></p> <p>B. Sick Leave Bank</p> <p>A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification 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.</p> <p>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.</p> <p>The Sick Leave Bank shall be administered by the Bank Committee made up of two (2) appointees of the Association and two (2) appointees of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of one or both of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. 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.</p> <p>The Chair of the Bank Committee shall, on an annual basis, alternate between the Association and the Superintendent's appointees. During the year commencing July 1, 1994 the Association shall appoint the Chair; commencing July 1, 1995 the Superintendent shall appoint the Chair, and so on.</p>	<p align="center">ARTICLE 43 <u>SICK LEAVE <i>AND SICK BANK</i></u></p> <p>SEZP Agrees to add the Sick Bank language as proposed (same as the Standard contract)</p>

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<p>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.</p> <p>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.</p>	
<p style="text-align: center;">ARTICLE 45 <u>SICK LEAVE FOR INJURY</u></p> <p>Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement.</p> <p>In addition to the wage benefits provided for in the above statute, the School Committee shall provide a benefit called a special sick leave allowance payment while the teacher is incapacitated from teaching and receiving benefits under Chapter 152 of M.G.L., which when added to the amount of wage benefits will result in the payment to the teacher of his full salary or wages. Said sick leave allowance payment shall not be charged against the teacher's regular disability and emergency (sick) leave. The benefit will be paid subject to the provisions and limitations of Chapter 152, Section 69. Sick leave allowance payments under this section shall not extend beyond one year from date of injury</p>	<p style="text-align: center;">ARTICLE 45 <u>SICK LEAVE FOR INJURY</u></p> <p>SEZP agrees to SEA's Proposed change</p>