

**Tentative Agreement for 7/1/2018 - 6/30/2021 collective bargaining agreement between SEA and SEZP/SPS
(changes are in bold italics)**

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Language clarification	<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. <i>The jurisdiction of the Association shall also 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.</i></p>
Language clarification	<p align="center">ARTICLE 2 <u>DEFINITIONS</u></p> <p>The term “Springfield Empowerment Zone Partnership” or “SEZP” refers to the board of directors of the SEZP and its designees.</p> <p>The term “parties” as used in this Agreement refers to the Springfield School Committee and the Springfield Education Association (“Union”) as participants in this Agreement.</p> <p><i>For purposes of Article 19 Dispute Resolution the term “parties” refers to Springfield School Committee, the Springfield Empowerment Zone Partnership Board and the Springfield Education Association (“Union”)</i></p> <p><i>For the purposes of Article 19 Dispute Resolution the term “employer” refers to the Springfield School Committee and/or the Springfield Empowerment Zone Partnership.</i></p> <p>The term “SEZP Schools” means schools governed by the Springfield Empowerment Zone Partnership board of directors.</p> <p>The term “school” as used in this Agreement means any work location or functional division maintained as part of the SEZP schools.</p> <p>The term “principal” as used in this Agreement means the responsible administrative heads of their respective schools.</p> <p>The term “teacher” and the term “person” as used in this Agreement mean a person employed in the SEZP schools in the bargaining unit as described in Article 1.</p> <p>The term “SEA representative” as used in this Agreement means any authorized designee of the union.</p> <p>Wherever the singular is used in this Agreement, it is to include the plural.</p> <p>The term “administration” as used in this Agreement refers to the SEZP or any authorized designee of the SEZP.</p> <p>The term “Standard Contract” refers to the Collective Bargaining Agreement between the Springfield Education Association and the Springfield School Committee dated 6/30/2017 to 7/1/2020 and the amended Level 4 Agreement.</p>
Language clarification	<p align="center">ARTICLE 5 <u>DURATION OF AGREEMENT</u></p> <p>The Collective Bargaining Agreement is for the term of July 1, 2018 through June 30, 2021.</p>

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New clause	<p align="center">NEW ARTICLE COLLABORATION</p> <p><i>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.</i></p> <p><i>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.</i></p>
Language clarification	<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>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>Step 1: 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 informally. Such informal discussion shall be held within five (5) school days of the request of the employee.</p> <p>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>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>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 Director(s) or their designee. 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>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 this Article. If the grievance is not resolved after presentation at Step 3, 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 3, the Association may demand mediation of the dispute.</p>

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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.

- 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 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.
- 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:
- 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.
- 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.
- E. Mediation shall conclude in one of the following ways:
- 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.
- 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.

Arbitration

If an arbitration-eligible grievance is not satisfactorily resolved at ***Step 3, arbitration of the grievance may be initiated by the Association in accordance with the following provisions.***

Within 10 school days of receipt of the decision at Step 3, the Association may demand arbitration of the dispute. Notices of intention to ***arbitrate a grievance*** must be in writing addressed to the School Committee and SEZP.

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.

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.

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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 SEZP, 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.

Dispute Resolution Processes:

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

Part I: Introduction

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 Representatives	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 other disputes use the mediation process</i>	
Article 33:	Advance Notice of Resignation or Retirement	Mediation
Article 34:	<i>Reduction in Force</i>	Hybrid**
	<i>** Decision to implement a reduction in force is not subject to this clause; rest of clause is eligible for arbitration</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 suspension are eligible for the arbitration processes described in statute</i>	
Article 36:	Damage and Loss of Property	Arbitration
Article 37:	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
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

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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: Arbitration; all else: N/A</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
<p><u>Miscellaneous Provisions</u></p> <p>All appeals within <i>Steps 1-4</i> 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> <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 <i>representatives designated by</i> the Association may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator.</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>		
Language clarification	<p>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 <i>designee at least 12 times during the school year and over summer.</i></p>	

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Language changes	<p align="center"><u>PART III</u> <u>GENERAL WORKING CONDITIONS</u></p> <p>The Springfield School Committee has created the Empowerment Zone 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 <i>shared</i> decision-making process, each school will define the staff working conditions necessary for student success <i>as part of an annual school operational plan</i>. Such operational plans will be subject to the review and approval of the SEZP.</p>
Language changes	<p align="center"><u>ARTICLE 22</u> <u>SCHOOL OPERATIONAL PLANS AND TEACHER LEADERSHIP TEAMS</u></p> <p>All schools shall have a Teacher Leadership Team (<i>TLT</i>) as the vehicle for shared decision-making at the school level. The Teacher Leadership Team shall participate in the development and approval of policies set forth in the annual operational plan, or subsequent revisions to this plan. <i>The operational plan includes</i> items on the subject matter list below that address teacher working conditions <i>and the annual staff calendar</i>. <i>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.</i> These policies shall be agreed upon by a majority of the Teacher Leadership Team and also by the building principal <i>after allowing for feedback from the faculty</i>. The goal is to reach important decisions impacting the school by <i>mutual</i> 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>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, <i>SEZP</i> and the Association recognize that individual schools may develop different approaches for obtaining teacher input based on the unique needs and culture of their <i>schools including the use of existing leadership bodies/teams within the school</i>. <i>An electronic roster of the current bodies/teams and their respective responsibilities and membership will be maintained and a link to this roster will be made available to faculty each year.</i></p> <p><i>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 are 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.</i></p> <p>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 <i>SEZP</i> shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.</p> <p>The SEZP has established <i>two</i> default formats <i>for the Teacher Leadership Team</i> but schools may propose modifications to the default subject to SEZP approval <i>after consultation with the SEA leadership</i>. <i>The following provisions shall apply to all Teacher Leadership Teams (TLTs) regardless of their use of default or modified team structures:</i></p> <ul style="list-style-type: none"> ○ <i>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</i> ○ <i>The Teacher Leadership Team shall meet at least monthly with the principal</i> ○ <i>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</i> ○ <i>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</i> ○ <i>The election will be run jointly by the building principal and SEA building reps and/or Executive Board members at the school</i> ○ <i>SEA leadership/staff and teachers in the school are welcome to attend meetings of the Teacher Leadership Team</i> <p><i>Schools may provide a stipend to the Teacher Leadership Team members. The decision to do so will be announced to the staff by the principal at the commencement of the TLT election process.</i></p>

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Language changes	<p align="center"><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 <i>in one of the following ways:</i></p> <p><i>Default model 1:</i> one (1) representative elected by educators teaching on each grade level team in a secret-ballot election (e.g. 1 for 6th grade, 1 for 7th grade, 1 for 8th grade); <i>one (1) representative elected by the specialists not included on a grade level team</i> in a secret-ballot election (specialists include all SEA bargaining unit members who do not belong to a grade level team, such as special education teachers, physical education teachers, guidance counselors, etc.), <i>an SEA building rep if and only if no current building rep is elected from a grade level team or specialist team</i>, and an additional representative from the SEA bargaining unit designated by the principal. <i>The building rep, if necessary, would be chosen by a vote of the faculty after the original TLT election is completed.</i></p> <p><i>Default model 2:</i> one (1) representative <i>elected by educators teaching in a core content area department</i> in a secret-ballot election (e.g. 1 for ELA, 1 for Math, 1 for History, 1 for Science); <i>one (1) representative elected by the specialists not included in a core content area department</i> in a secret-ballot election (specialists include all SEA bargaining unit members who do not belong to a content level team, such as special education teachers, physical education teachers, guidance counselors, etc.), <i>an SEA building rep if and only if no building rep is elected from a content area team or specialist team</i>, and an additional representative from the SEA bargaining unit designated by the principal. <i>The building rep, if necessary, would be chosen by a vote of the faculty after the original TLT election is completed.</i></p>
Language changes	<p align="center"><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. <i>Larger schools may consider adding additional grade-level, content area and/or at-large representatives to their TLT as part of a modified team.</i> So long as the Teacher Leadership Team contains at least <i>three</i> members selected by their peers <i>and who are SEA bargaining unit members</i>, any modification to the team structure, meeting schedule, participants, or any other aspect of the team is acceptable <i>but must be approved by SEZP after consultation with the SEA.</i></p> <p><i>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.</i></p> <p>Annually, schools will submit to the SEZP <i>a TLT Selection and Faculty Engagement Form developed by SEZP in consultation with SEA. School principals and building reps are responsible for completing this form</i> which will indicate whether <i>the school is using</i> the default Teacher Leadership Team model or a Teacher Leadership Team with modifications, <i>the process used to elect the TLT, as well as how the principal and TLT will engage educators in the development, implementation and revision</i> 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>The SEZP will provide <i>the completed TLT Selection and Faculty Engagement Forms to the SEA President</i> for a period of no less than five (5) days. The SEZP will receive this feedback prior to approving each school's <i>TLT Selection and Faculty Engagement Form</i>. The SEZP will have sole and final authority in approving modifications to schools' <i>TLT Selection and Faculty Engagement Forms</i>.</p>
Language changes	<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 <i>following submission of their operational plans or</i> during a school year after engaging their Teacher Leadership Team <i>and faculty in the decision-making process</i>. The SEZP will have sole and final authority in approving any school year modifications to school operational plans. <i>The SEZP will notify SEA of any changes.</i></p>
Language changes	<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

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- 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 *all* teachers will continue to receive duty-free lunch and regular *student free* 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

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.

The SEZP retains final authority over school working conditions as defined in each school's operational plan and its determination will be final.

Language clarification

**ARTICLE 23
WORK YEAR**

In accordance with Article 22, the work year will be determined as part of each school's operational plan and will be made *public* prior to the Springfield Public Schools transfer process. Springfield Public Schools teachers will receive notification that work year schedules are available to view.

The student instructional year will be a minimum of 180 days. Each school's program shall be a minimum of 1330 student contact hours per school year. The SEZP may approve deviations to this provision with reasonable justification.

The base teacher work year will be a minimum of 1500 hours. A school's Teacher Leadership Team may add up to 40 additional hours to the teacher work year as prescribed in the school's operational plan, for a base maximum of 1540 hours.

Master teachers will work an additional 10 days per school year above the hours prescribed in a school's operational plan. Base compensation for Master teachers reflects this additional time worked.

Language clarification

**ARTICLE 24
WORK DAY**

Teachers and other professional staff shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in Empowerment Zone schools. For example, unless formally excused, teachers and other professional staff shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities.

Teachers will also be afforded regular preparatory time during their work week. Such preparatory time may include common planning periods and professional development.

In accordance with Article 22, the work day will be determined as part of each school's operational plan and will be made public prior to the Springfield Public Schools transfer process. Springfield Public Schools teachers will receive notification that work day schedules are available to view.

Language clarification

**ARTICLE 25
ACADEMIC CALENDAR**

The SEZP will establish a baseline school calendar each year that *shall* include student start dates, *professional*

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	<p><i>development days</i>, and school vacations and holidays. <i>This calendar will be based on a preliminary calendar developed annually by Springfield Public Schools</i>; however, SEZP may alter the calendar each year as needed.</p> <p><i>As part of their annual operational plans, schools may make modifications to this baseline calendar that meet their unique school needs. SEZP will approve school-level calendars when reviewing and approving operational plans. School calendars will be approved and publicized prior to the transfer window in accordance with Article 22.</i></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>
Language changes	<p align="center">ARTICLE 26 <u>TEACHER HIRING AND PROMOTIONS</u></p> <p>In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.</p> <p>Teachers shall be entitled to apply for open administrative or teacher leadership positions for which they are certified, by application to the building principal within ten (10) school days of the posting which identifies the position for which application is made.</p> <p><i>The SEZP will notify all Zone teachers by email when they first post jobs for the next academic year. Teachers may apply prior to the transfer process for jobs posted for the next academic year.</i></p> <p>Teachers may apply to transfer to another building for the next school year, using transfer protocols as established by the SEZP in partnership with of the Springfield Public Schools.</p> <p>For all open positions, the job description and qualifications, including appropriate certification, duties, requirements, salary and other pertinent information relating to the position shall be posted on the websites as determined by individual schools. The parties agree that a grievance alleging a failure related to the posting procedure shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process, with the exception that disputes connected to compliance with posting requirements may proceed directly from informal dispute resolution to an appeal to the SEZP board of directors.</p> <p align="center">Candidates shall be required to submit a formal application in writing or online</p>
Language changes	<p align="center">ARTICLE 27 <u>TEACHER ASSIGNMENTS</u></p> <p>Prior to the transfer process, <i>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.</i></p> <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
Language clarification	<p align="center">ARTICLE 28 <u>TEACHER DISPLACEMENT</u></p> <p>Consistent with the authority delegated by the Springfield School Committee, the SEZP has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or</p>

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	<p>staff member is not assigned to a mutually agreeable position <i>either through the transfer process or off cycle transfer</i>, the SEZP, with consultation from the Springfield superintendent, will assign the teacher or staff member to a position for which he/she is qualified</p> <p align="center">A displaced teacher will be compensated at the level appropriate for the school where the teacher is assigned.</p>
Language clarification	<p 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 <i>and/or SEZP</i> professional development. The employee must receive prior approval from his/her principal to attend the professional development session.</p>
Language changes	<p align="center">Article 34 <u>REDUCTION IN FORCE</u></p> <p>The Springfield Public Schools has the right to lay off teachers and other staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Springfield Public Schools will establish the selection criteria for layoffs of teachers and other staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), multiple measures of student learning, operational need and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor. The SEZP has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the SEZP will assign the teacher or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the teacher shall be laid off, subject to applicable statute. The SEZP retains the right to determine the number of teaching positions and other professional positions which are needed in the SEZP schools. The School Committee retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.</p> <p>The SEZP has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the SEZP will assign the teacher or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the teacher shall be laid off, subject to applicable statute. The SEZP retains the right to determine the number of teaching positions and other professional positions which are needed in the SEZP schools.</p> <p>The School Committee retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.</p> <p><i>Whenever possible, and if SEZP determines it to be in the best interests of the students, staff reductions will be accomplished by attrition. If a position becomes vacant it will be eliminated or a qualified teacher will be transferred to that position at SEZP's sole discretion, in order to lessen the impact of any reduction in force.</i></p> <p><i>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. SEZP shall have the sole discretion to determine whether a PTS teacher is "qualified" (in addition to being appropriately certified) for such a position.</i></p> <p><i>In the event that an individual teacher with professional status is slated to be laid off, SEZP commits to taking the following steps:</i></p> <ul style="list-style-type: none"> • <i>SEZP will make such staffing decisions in a timely manner to enable the teacher to request transfer to the district through the district's teacher transfer and reassignment process, by making such decisions one month prior to the transfer window to the extent possible.</i> • <i>In addition, SEZP will confer with the district to determine if the teacher can be transferred or reassigned to a position in the district for which he or she is qualified and for which he or she has sufficient seniority to assume.</i>

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	<ul style="list-style-type: none"> <i>SEZP will consult with the SEA to discuss possible options for the re-assignment of the teacher to another position for which s/he is qualified in the Zone and endeavor to come to a mutually satisfactory agreement.</i> <p>Definitions:</p> <p><u>Seniority:</u> Unit A Seniority is defined as the total number of years of teaching service in the bargaining unit in the Springfield Public Schools and/or in the Springfield Empowerment Zone. For each year an employee is assigned to a Unit B position, beginning in the fourth year of Unit B employment the employee will lose one year of seniority in Unit A; however, no employee shall have his or her seniority reduced below three years of service.</p> <p>The parties will sign off on the agreed upon seniority list on or before March 1.</p> <p><u>Professional Teacher Status:</u> The status of a teacher who meets the requirements under M.G.L. c. 71, § 41.</p> <p><u>Certification Categories:</u> For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.</p> <p>Teachers with professional teacher status who have been laid off pursuant to a reduction in force shall be eligible for any benefits for which they are eligible under the federal law known as “COBRA.” Copies of layoff notices shall be sent to the Association</p>
Language changes	<p align="center">ARTICLE 35 <u>TEACHER DISMISSAL & DISCIPLINE</u></p> <p>Teacher dismissal and suspension shall be governed exclusively by applicable statute. The Association may elect to use the dispute resolution processes in this agreement for disciplinary matters (excluding dismissals and suspension), provided, however, that if the Association in its own name initiates and prosecutes a legal challenge to the discipline in any other legal or administrative forum, the grievance shall (a) be held in abeyance while the legal or administrative claim is advanced and (b) dismissed if such claim results in a final determination that resolves the contractual issue. The foregoing language shall not apply to any legal or administrative claims filed by the Association for the purpose of preserving rights by meeting a filing deadline or by an individual (with or without Association assistance) in his or her own name.</p> <p><i>When a principal or supervisor must speak 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, except in extenuating circumstances.</i></p> <p><i>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.</i></p>
Language changes	<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. <i>Schools will endeavor to make necessary announcements during the first and last five minutes of a class period.</i></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>
Language changes	<p align="center">ARTICLE 42 <u>EVALUATION</u></p> <p>The Springfield Effective Educator Development System (SEEDS) is attached as <i>Appendix A1</i> to this Agreement for</p>

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	<p>reference. The parties agree to maintain a <i>SEZP / SEA joint</i> labor-management evaluation team which shall review the evaluation processes and procedures <i>and implement agreed upon changes and</i> adjustments. <i>Such changes and adjustments to the current Springfield evaluation system shall be attached to this Agreement as an updated Appendix A1.</i></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 <i>the evaluation system in Appendix A1</i> 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>
Language clarification	<p align="center">ARTICLE 43 <u>SICK LEAVE AND SICK BANK</u></p> <p><i><u>Add the following language</u></i> <i>B. Sick Leave Bank</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>
Language clarification	<p 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</p>

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(Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement.

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

Language changes

**ARTICLE 61
CAREER LADDER**

The SEZP professional compensation system includes a teacher career ladder containing five tiers—Provisional, Developing, Career, Advanced, and Master—that compensates teachers commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will attract new high-potential educators and retain our best performers and leaders.

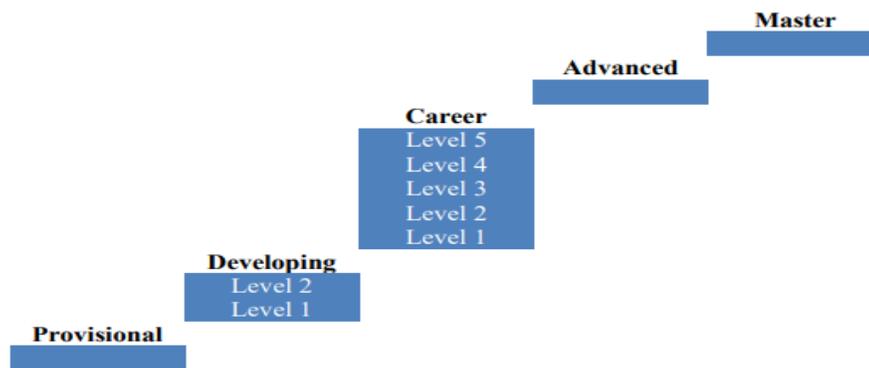
Provisional teachers are typically first-year teachers entering teaching directly from college.

Developing teachers are early career educators, often with one to two years of experience. There are two standard levels within the Developing tier.

Career teachers have been recognized as effective educators. Career teachers serve as role models to less-experienced educators, and proactively drive their own professional growth.

Advanced teachers are outstanding educators who serve as school-wide models of excellence. Advanced teachers have at least five years of experience and possess deep expertise in their craft.

Master teachers are exceptional educators who serve as district-wide models of excellence. Master teachers have at least five years of experience, possess deep expertise in their craft, and are capable of elevating the practice of already-gifted educators. Master teachers will assume additional roles and responsibilities to support their *school's and the SEZP's* improvement.



Career Ladder Scale effective July 1, 2018 – June 30, 2021 after Market Adjustments

<i>Level</i>	<i>Salary</i>
<i>Provisional</i>	<i>\$50,500</i>
<i>Developing I</i>	<i>\$52,000</i>
<i>Developing II</i>	<i>\$53,500</i>
<i>Career I</i>	<i>\$57,000</i>
<i>Career II</i>	<i>\$61,500</i>
<i>Career III</i>	<i>\$65,000</i>
<i>Career IV</i>	<i>\$68,500</i>
<i>Career V</i>	<i>\$72,000</i>
<i>Advanced</i>	<i>\$78,000</i>
<i>Master</i>	<i>\$87,000</i>

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Annual Increases for Educators in Career V, Advanced, Master & Legacy Tiers

For the duration of this agreement only, educators who remain in the Career V, Legacy, Advanced, and Master tiers for more than one year will receive an additional \$1,500 per year added to their base salary.

SEZP acknowledges that the Advanced educator initiative, which is designed to provide a career progression for SEZP educators, is still new and SEZP has not yet reached a point where a desired percentage of Career educators have moved into this tier. As more educators progress into the Advanced tier, the additional \$1,500 payments for Career V and Legacy educators may not be necessary in future contract agreements.

Special Increases for Educators in Career V and Career Legacy in 2015-16 and 2016-17

- A. Consistent with the language from the original SEZP-SEA bargaining agreement, educators who were employed in the Zone in 2015-2016 at Career V or as a Career Legacy teacher received the \$500 increase from 2016-2017, which was added to their base salary.*
- B. To address the wage re-opener language from the original SEZP-SEA bargaining agreement, educators who were employed in the Zone in 2016-2017 at Career V or as a Career Legacy teacher shall receive \$1,000 retroactive to July 1, 2017, which will be added to their base.*

Educators included in A and/or B, who were employed in the Springfield Public Schools prior to joining the Zone and who have at least twelve years of experience in the Springfield Public Schools as of July 1, 2018, shall receive a salary of \$76,000 or a \$3,000 raise on July 1, 2018, whichever is higher. This is a one-time adjustment to the base for these educators. These educators will receive an additional \$1,500 per year added to their base salary in the 2019-2020 and 2020-2021 school years.

Whenever a current SPS teacher covered by the Standard contract transitions to the SEZP, they will be assigned to one of the tiers based on their salary placement on the Springfield Public Schools standard teacher salary schedule as of July 1 of the year that they transition to the SEZP, without regard to their rating on the end-of-year evaluation, as follows:

1. Transition to the Career Ladder for Individual Teachers Voluntarily Transferring into SEZP

A teacher on the Springfield Public Schools salary schedule will be placed on the next-highest rung of the career ladder based on the salary and longevity payments he or she would have had under the Standard contract in the year of transition.

If a teacher on the Springfield Public Schools salary schedule has a salary plus longevity that exceeds the salary for Career V on the career ladder in the year of transition, he will be placed in "Career Legacy" and receive his expected compensation under the Standard contract for that year.

Teachers voluntarily transitioning into SEZP shall be provided with a commitment letter from SEZP that states their SEZP salary prior to accepting the new position. The teacher shall sign that she has seen the new salary and accepts it.

In subsequent years, teachers who have transitioned will receive salary increases in line with the aforementioned Career Ladder, and provisions for teachers who remain at the Career Legacy tier.

2. Transition to the Career Ladder for Schools that Enter SEZP

If and when a school enters SEZP, each teacher on the Springfield Public Schools salary schedule will be placed on the next-highest rung of the career ladder based on the salary plus longevity plus ELT stipend (from most recent Level 4 agreement with SPS) he or she would have received under the Standard contract in the year of transition.

*If a teacher on the Springfield Public Schools salary schedule has a salary plus longevity plus ELT stipend (from most recent Level 4 agreement with SPS) that exceeds the salary for Career V on the career ladder in the year of transition, he will be placed in "Career Legacy" and receive his expected **Level 4** compensation under the Standard contract for that year.*

In subsequent years, teachers who have transitioned will receive salary increases in line with the aforementioned Career Ladder, and provisions for teachers who remain at the Career Legacy tier.

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	<p align="center"><i>The provisions in this section will also apply in the event that any individual teacher from the district is involuntarily transferred into a Zone school.</i></p> <p><u>Advanced and Master Teachers</u></p> <p>The annual base salary for an “Advanced” teacher will be <i>\$78,000</i> beginning in 2018-19. Advanced teachers must possess an initial or professional license.</p> <p>The annual base salary for a “Master” teacher will be <i>\$87,000</i> beginning in 2018-19. Master teachers must possess an initial or professional license. An appointment to a Master Teacher level is of limited duration. A teacher whose appointment is shortened or whose appointment expires will be placed as if he or she had been on the Career Ladder.</p>
Language changes	<p align="center">ARTICLE 62 <u>EXPANDED LEARNING TIME</u></p> <p>Teachers working at a school with an extended schedule beyond the base SEZP school year shall receive stipends in the following amounts based on the hours worked:</p> <p align="center"><i>1541-1640 - \$1,750</i> <i>1641-1740 - \$2,625</i> <i>1741-1850 - \$3,500</i></p>
New clause	<p align="center"><u><i>New Article ??</i></u> <u>SAVING CLAUSE</u></p> <p><i>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.</i></p> <p><i>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.</i></p>