

Agreement Between
The Springfield Education Association
and
The Springfield School Committee
for the
Springfield Empowerment Zone
Partnership Schools

July 1, 2016 – June 30, 2018

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PART I
INTRODUCTION

ARTICLE 1
PARTIES AND ASSOCIATION RECOGNITION

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.

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, including all teachers, counselors, librarians, department heads in the elementary, K-8, Middle Schools, and Senior High Schools, therapists, Psychologists, Occupational Therapists, Speech and Language Pathologists, Speech and Language Assistants, Physical Therapists, Evaluation Team Leaders, Pupil Services Leaders, Instructional Leadership Specialists and teachers on leave of absence, and excluding day-to-day substitutes, all other employees and further excluding all confidential and managerial employees as defined in the Law for the purposes of collective bargaining. The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, except Principals and Unit B personnel, will be allowed to continue performing classroom duties as stated in their (Unit B) job specifications as listed in Rules and Regulations of the School Committee approved prior to May 6, 1980.

ARTICLE 2
DEFINITIONS

- The term “Springfield Empowerment Zone Partnership” or “SEZP” refers to the board of directors of the SEZP and its designees.
- 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.
- The term “SEZP Schools” means schools governed by the Springfield Empowerment Zone Partnership board of directors.
- The term “school” as used in this Agreement means any work location or functional division maintained as part of the SEZP schools.
- The term “principal” as used in this Agreement means the responsible administrative heads of their respective schools.
- The term “teacher” and the term “person” as used in this Agreement mean a person employed in the SEZP schools in the bargaining unit as described in Article 1.

- The term “SEA representative” as used in this Agreement means any authorized designee of the union.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term “administration” as used in this Agreement refers to the SEZP or any authorized designee of the SEZP.
- The term “Standard Contract” refers to the Collective Bargaining Agreement between the Springfield Education Association and the Springfield School Committee dated 6/30/2014 to 7/1/2016 and the amended Level 4 Agreement.

ARTICLE 3 **MANAGEMENT RIGHTS**

Subject only to the limits stated in this Agreement, the Association recognizes that the Springfield School Committee retains the exclusive rights to manage its affairs, consistent with the delegation of full operational and managerial authority to the SEZP, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct employees in the Empowerment Zone Schools, and to conduct operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part provided that no bargaining unit member with professional status shall be laid off, except in instances where the SEZP utilizes the processes described in Article 4 of this agreement.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The committee reserves and retains the customary and other rights afforded to it by statute or otherwise.

ARTICLE 4 **CHANGES DURING THE LIFE OF THE AGREEMENT**

This Agreement may be amended by mutual and voluntary written consent of the parties. If the Springfield School Committee deems it necessary to make changes to this Agreement in order to maximize the rapid improvement of academic achievement for Empowerment Zone Students, it may invoke the provisions of Chapter 69, Section 1J (g).

ARTICLE 5 **DURATION OF AGREEMENT**

The Collective Bargaining Agreement is for the term of July 1, 2015 through June 30, 2018.

ARTICLE 6
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Springfield School Committee and members of the Springfield Education Association unit who are working at SEZP schools.

PART II
ASSOCIATION PRIVILEGES and RESPONSIBILITIES

The Springfield School Committee aims to build on the assets of Springfield students, parents, educators, community members, and partners to create great schools for Springfield. As a key partner, the Springfield Education Association is uniquely positioned to be a force for positive change. The Springfield School Committee seeks a genuine partnership with the Association and its members to drive rapid improvement in SEZP schools.

ARTICLE 7
FAIR PRACTICES

As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Association will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Springfield School Committee agrees to not discriminate against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 8
PAYMENT OF DUES

The Association may secure authorization of payroll deductions for Association dues. Such authorization may be receivable as provided by law. The Committee will request such sums in total to be paid to the Association Treasurer.

ARTICLE 9
PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

As a condition of employment, members of the bargaining unit who are not members in good standing of the Springfield Education Association shall pay to the Springfield Education Association an agency service fee equal to the amount required to become a member and remain a member in good standing in the Springfield Education Association. Such fee shall be considered commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Department of Labor Relations.

ARTICLE 10
BUILDING COOPERATION

The principal shall recognize the Association building/school representative as the official representative 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.

ARTICLE 11
PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Springfield School Committee, a member of the School Committee, the Empowerment Zone board, a member of the board, or its designated representative from meeting with any teacher for expression of a teacher's views. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 12
PRINTING OF AGREEMENT

The Springfield School Committee agrees to pay one-half the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed in the Empowerment Zone schools and to each new teacher hired in Empowerment Zone schools. Additionally, the Springfield School District, the Association, and SEZP may post a copy of the Agreement online.

ARTICLE 13
USE OF FACILITIES BY ASSOCIATION

Before the opening of, during, and after the close of school, the Association shall have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to any relevant school or School Committee policies provided, however, that there shall be no cost to the Association for such meetings if no overtime custodian cost is involved.

ARTICLE 14
DISTRIBUTION OF MATERIALS

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

ARTICLE 15
BULLETIN BOARDS

The Association shall be provided a clearly designated Association bulletin board for the purpose of posting Association-related notices and other materials. Such space shall be provided in each building for the exclusive use of the Association.

ARTICLE 16
SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES

Provided notification is given to the principal, one or more representatives of the Association shall have the right to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 17
ASSOCIATION LEAVE

A member of the bargaining unit who is elected a full-time paid officer of the Springfield Education Association or the Massachusetts Teachers Association or the National Education Association or who is employed to assist the Association in discharging its duties shall, upon proper application, be granted an unpaid leave of absence for two (2) school years. At the option of the Association the leave of absence shall be a paid leave of absence provided the Association pays the full cost of salary and benefits including health and life insurance premiums to the School Committee. Upon return from leave of absence, the member of the bargaining unit will be considered as if he/she were actively employed during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been on leave of absence.

ARTICLE 18
LEAVE FOR CONFERENCES AND CONVENTIONS

The President of the Association or his designee may be granted time off with pay for the purpose of representing the teaching profession before local, state and national organizations if, in the opinion of the SEZP, such attendance would be beneficial to the schools in Springfield. The total number of days used for this purpose across the entire district including the Empowerment Zone shall not exceed thirty-five.

ARTICLE 19
DISPUTE RESOLUTION

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:

Section 1: 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.

Section 2: 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.

Section 3: 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.

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.

Section 5: 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. 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.

Section 6: 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:

Introductions of Each Section		Mediation
Part 1: 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**

	<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</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 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
Part VI: Compensation: Salaries		
Article 60:	Professional Compensation System	Mediation
Article 61:	Career Ladder	<i>Hybrid</i>
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else: Mediation</i>	
Article 62:	Expanded Learning Time	<i>Hybrid</i>
	<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

Section 7: Mediation

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 5, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 school days of receipt of the decision at step 4, 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.

- 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.

Section 8: Arbitration

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. Notices of intention to request arbitration 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.

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.

Section 9: Miscellaneous Provisions

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.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

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.

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.

No individual who does not represent the Association may act as a representative of any other teacher on more than one occasion.

If hearings are held during school hours, the aggrieved and 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.

The following matters shall not be considered to be the basis of any grievance under this procedure:

- 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

Both the SEZP and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not be subject to the provisions of this article.

ARTICLE 20 **RESOLUTION BY PEACEFUL MEANS**

The Association and Springfield School Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

ARTICLE 21 **MEETING WITH SEZP**

The SEZP's designee will meet with the Springfield Education Association president and/or his/her designee on a monthly basis during the school year.

PART III **GENERAL WORKING CONDITIONS**

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 school must be permitted to implement programs that meet the needs of its students and community. Through a decision-making process, each school will define the staff working conditions necessary for student success. School leadership teams will create and publish annual school operational plans which will outline working conditions of staff in the building. Such operational plans will be subject to the review and approval of the SEZP.

ARTICLE 22
SCHOOL OPERATIONAL PLANS

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 and the Association recognize that individual schools may develop different approaches for obtaining teacher input based on the unique needs and culture of their schools, including the use of existing leadership bodies within the school.

All schools shall have a teacher leadership team as the vehicle for shared decision making at the school level. The SEZP has established a default format for this team but schools may propose modifications to the default subject to SEZP approval. Association leadership and/or teachers in the school are welcome to observe meetings of Teacher Leadership Teams.

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. School operational plans will be approved and then shared publicly, 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.

Teacher Leadership Team Default Model

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, which appear on the subject matter list below and address teacher working conditions. These policies shall be agreed upon by a majority of the Teacher Leadership Team and also by the building principal. 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.

Unless schools have received approval to use a Teacher Leadership Team with modifications, a Teacher Leadership Team shall be established at each school as follows: one (1) representative from each grade level selected by the respective grade level team in a secret-ballot election; one (1) specialist selected by the 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 from the SEA bargaining unit designated by the principal. The Teacher Leadership Team shall meet at least monthly with the principal and the term of office shall be for one year.

Teacher Leadership Team with Modifications

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 three 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. By way of example, such modifications may include:

- Include two sixth grade teachers on the team instead of a seventh grade teacher because no seventh grade teachers express interest in participating
- 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

Annually, schools will submit a one-page Instructional Engagement Plan to the SEZP that outlines how they will engage educators in the development of the annual school operational plan. On this form, schools will indicate whether they will use the default Teacher Leadership Team model or a Teacher Leadership Team with modifications. If schools select a Teacher Leadership Team with modifications, they must also include a written explanation of the model. After receiving the Instructional Engagement Plans, 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 Instructional Engagement Plan. The SEZP will have sole and final authority in approving modifications to schools' Instructional Engagement Plans.

Changes to School Operational Plans throughout the Year

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 during a school year after engaging their Teacher Leadership Teams 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.

Areas for School Working Conditions

Each school's annual school operational plan shall include but not be limited to discussion of the following items:

Allocation of discretionary funds made available by the principal, including in areas such as:

- 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 teachers will continue to receive duty-free lunch and regular preparatory time
- Scheduling 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

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 shall be final.

ARTICLE 23 **WORK YEAR**

The work year will be determined as part of each school's operational plan and will be made public if at all possible prior to the Springfield Public Schools transfer process, but no later than April 15. 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. Beginning with the 2015-2016 school year, 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.

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. The work day will be determined as part of each school's operational plan and will be made public if at all possible prior to the Springfield Public Schools transfer process. Springfield Public Schools teachers will receive notification that work day schedules are available to view.

ARTICLE 25
ACADEMIC CALENDAR

The SEZP will establish a baseline school calendar each year that may include student start date, school vacations and holidays. To the extent possible, the SEZP will publicize this calendar at a similar time to when the school committee publicizes the academic calendar that applies outside the Empowerment Zone. The SEZP may alter the academic calendar each year as needed. School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs may be held on these days.

ARTICLE 26
TEACHER HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

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.

Teachers may apply to transfer to another building for the next school year, using transfer protocols as established by the SEZP in partnership with the Springfield Public Schools.

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 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.

Candidates shall be required to submit a formal application in writing or online.

ARTICLE 27 **TEACHER ASSIGNMENTS**

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):

- --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

ARTICLE 28 **TEACHER DISPLACEMENT**

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 staff member is not assigned to a mutually agreeable position, the SEZP, with consultation from the Springfield superintendent, 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.

A displaced teacher will be compensated at the level appropriate for the school where the teacher is assigned.

Stipend roles for teachers will be one year in duration.

ARTICLE 29
DUTY FREE LUNCH

Each teacher will be provided with an uninterrupted thirty (30) minute duty free lunch period. Except in emergency or extenuating situations, teachers shall be permitted to leave the school building during their 30 minute scheduled lunch period with advance notice of the principal or his or her designee and with the completion of a signed In and Out log.

In an emergency, teachers who volunteer to provide lunch coverage during their own duty-free lunch period may be compensated as discussed in Article 63.

ARTICLE 30
CONTINUITY OF THE TEACHING PROCESS

Administration and teachers shall strive to limit non-evaluative or supervisory classroom interruptions, other than for emergencies.

ARTICLE 31
PROFESSIONAL DEVELOPMENT

Professional development programs generally will be determined at the school level. There will be occasions, however, when the SEZP may require specific professional development.

Staff employed in the SEZP schools will have access to Springfield Public Schools professional development; the employee must receive prior approval from his/her principal to attend the professional development session.

ARTICLE 32
SENIORITY

The SEZP shall collaborate with the Springfield Public Schools to prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. Upon request, the Association shall be supplied with the list which shall be kept current.

ARTICLE 33
ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Teachers are expected to give 60 days' advance notice of resignation and/or retirement from the school system whenever possible.

ARTICLE 34

REDUCTION IN FORCE

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.

Definitions:

Seniority: 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.

The parties will sign off on the agreed upon seniority list on or before March 1.

Professional Teacher Status: The status of a teacher who meets the requirements under M.G.L. c. 71, § 41.

Certification Categories: For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.

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.

This Article will not take effect until July 1, 2016; in the intervening time, teachers in SEZP schools will be subject to Springfield Public Schools Reduction in Force policies.

ARTICLE 35
TEACHER DISMISSAL AND DISCIPLINE

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.

ARTICLE 36
DAMAGE AND LOSS OF PROPERTY

No teacher shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the teacher. A teacher shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction. The SEZP will reimburse teachers for loss, damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the teacher has not been negligent to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use. A bargaining unit member bringing any personal equipment such as a camera, tape recorder, etc. to school to be used as part of the teaching process shall be reimbursed in the event of loss, damage or destruction provided that such equipment is registered with the principal.

ARTICLE 37
SCHOOL FACILITIES

The SEZP will work with the School Committee to provide in each building:

- Desk, chair, and a secure storage space,
- Work room for preparing materials for use in the classroom,
- Bulletin boards for teachers' rooms,
- A mailbox for each teacher,
- Copy machines and computers for preparing instructional materials, and
- To the extent possible, suitable parking areas for teachers during school hours. School parking facilities will be plowed and sanded.

ARTICLE 38
NOTICES AND ANNOUNCEMENTS

Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc. 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. Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum. 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.

ARTICLE 39
HEALTH AND SAFETY

The SEZP in conjunction with the School Committee shall ensure that school buildings and premises are safe and healthful, consistent with applicable law and with the objectives of current School Committee policy and procedures.

Weapons and contraband will not be brought upon school premises by students or others, and visitors to school premises will be required to check in. Concerns or violations will be brought forward to the SEZP.

Each school will establish a protocol for parents to visit classrooms with advance notification to teachers.

A school building may be closed when temperatures become extreme, on the approval of the SEZP, after consultation with the building principal.

ARTICLE 40
ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by teachers in connection with their employment to the SEZP and in writing within 24 hours.

Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and SEZP shall conduct an investigation of the incident. The SEZP shall comply with any reasonable request from the teacher for relevant information in SEZP's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The School Committee shall follow the indemnification language in G.L. c. 258, s. 9.

ARTICLE 41
PERSONNEL FILES

Personnel files shall be maintained pursuant to M.G.L. Ch. 149, section 52C, the Massachusetts Personnel Record law.

No material derogatory to a teacher's conduct, service, character or personality, except incoming recommendations at the time of initial employment, shall be placed in the files by an administrator unless the teacher is shown a dated copy on or about the same time.

Upon request of a teacher, all material of a derogatory nature shall be removed from a teacher's personnel folder after a period of three (3) years provided there have been no other documented disciplinary issues in the intervening time.

PART IV
EVALUATION AND SUPERVISION

The SEZP and SEA believe that the evaluation process should be transparent and that conversations between colleagues, as part of and outside of the evaluation process, and honest and regular feedback are the best ways to improve educational experiences for students. The SEA and the SEZP agree that a safe and productive environment that allows for difficult conversations is essential to optimizing the growth and development of teachers and improving conditions for student learning.

ARTICLE 42
EVALUATION

The Springfield Effective Educator Development System (SEEDS) is attached as Appendix A to this Agreement for reference. The parties agree to maintain their joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

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.

Teachers shall be evaluated according to SEEDS as described in Appendix A unless their school has an approved alternative performance evaluation system.

Teachers shall be provided with a copy of all written observations and evaluations.

PART V
COMPENSATION: BENEFITS

The Committee is committed to offering a compensation package which includes benefits to attract and retain teachers of the highest caliber. Benefits must provide support for teachers to ensure that SPS and the SEZP can attract and retain teachers while providing the resources needed to educate our students.

ARTICLE 43
SICK LEAVE

Each teacher shall be granted ten (10) disability and emergency (sick) leave days at the commencement of each school year in which he is serving in an Empowerment Zone school as of the first day of said school year whether he reports for duty or not (subject to the provisions of paragraph B of this Article).

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

Unused disability and emergency (sick) leave days may be accumulated from year to year as long as the employee remains continuously in the service of Springfield Public Schools.

Personal days will not count towards the four (4) disability and emergency leave days referenced above, provided that the employee completes a form with the rationale for the use of the personal day and that it is approved by the employee's Principal. In the event that the Principal does not approve the rationale, the employee may appeal to the SEZP. Bereavement leave days, professional development, jury duty and graduation leave will not count towards the four (4) disability and emergency leave days referenced above. Unexcused absence will count toward the four (4) disability and emergency leave days referenced above.

With prior approval from the principal, a teacher may use sick leave in one-hour increments, up to four hours, for scheduled medical appointments for themselves or for the teacher's minor- child, which cannot be scheduled outside the teachers' scheduled workday. When requesting such leave, the teacher must affirm that the appointment cannot be scheduled outside the teacher's workday. Before or after a partial sick leave day is approved, the principal may require the teacher to provide verification from the medical provider of the date and time of the scheduled appointment. Upon absence of more than three (3) consecutive days, the SEZP or its designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits. Any employee who is absent for three (3) consecutive days or more or absent more than three (3) occasions in a school year may be required to call the principal of

their school or other designated supervisor, as well as the substitute teacher line, to report their absence.

The parties agree that disabilities caused by and related to the pregnancy and childbearing of female teachers are compensable under the provisions of this Article.

If an adoption agency requires and certifies that an adopting parent must stay home with a child, then the teacher may be paid up to eight weeks (40 school days) during that school year of sick leave if the teacher has unused disability and emergency (sick) leave in her/his account.

Each teacher shall be credited for such unused disability and emergency leave (sick leave) as s/he has accumulated (subject to the provisions of Section B of this Article) since the initial date of his/her present employment under the policies of the Springfield School Committee and/or SEZP in effect during the years of continuous employment.

In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.). Reference to this statute and its provisions is for informational purposes only. The parties do not intend to incorporate the statute into this Agreement.

For the purpose of this Agreement, “emergency” may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the employee’s immediate family or permanent household member requiring the personal care of that member by the employee or for court cases due to no negligence on the part of the employee. A statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer.

Pursuant to local ordinance, teachers shall be given four hours off with pay for pre-cancer screening; this time shall not be charged to sick leave or personal leave.

Teachers shall participate in the Springfield Public Schools Sick Leave Bank following the same procedures as bargaining unit members who teach outside of Empowerment Zone schools.

ARTICLE 44 **SICK LEAVE ABUSE**

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

“Situations which suggest abuse” may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal shall meet with the teacher in order to determine whether the teacher has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The teacher may have an Association representative present at this meeting.

The principal may require the teacher to submit a medical certificate. Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified health care provider which details the medical condition and meets human resources requirements. Sick leave abuse could lead to disciplinary action. In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 45 **SICK LEAVE FOR INJURY**

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.

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. Payments under this section shall not extend beyond one year from date of injury.

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

ARTICLE 46 **MILITARY LEAVE OF ABSENCE**

Teachers are eligible for military leave of absence, without pay, pursuant to federal and/or state law. Upon return to a Springfield Empowerment Zone school or other Springfield Public Schools school, such teacher will be placed on the salary schedule appropriate for the teacher’s assigned school as if the teacher had not left.

ARTICLE 47
ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. This shall apply to reserve service which the teacher cannot postpone to the summer vacation. Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s) he would normally receive for the same period while teaching.

ARTICLE 48
PERSONAL DAYS

Personnel covered by this agreement shall receive up to two (2) days of personal leave per year. Personal days of leave are allowable for work days within the period of July 1 to June 30 of each year. Except in an emergency, such leave shall be requested in writing at least 24 hours in advance.

This time shall be charged against the teacher's disability and emergency leave (sick leave). Personal days not taken by a teacher under the above paragraph in any year shall not be added to accumulated sick leave.

Except for serious extenuating reasons, which must be approved by the Principal of the school or his or her designee, no such leave will be granted during the first or last week of school or during weeks when students are participating in state-wide testing. With the written approval of the Principal or his designee, and with seven (7) school days' notice, two Unit A employees or (5) percent of the employees covered by this Agreement, whichever is larger, at a given school may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be administered on an equitable basis. As a condition of the granting of said leave, a completed lesson plan shall be submitted to the school Principal. Employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the Principal's approval within 5 days or reasonably soon thereafter. A teacher who is denied personal leave may appeal the decision to the SEZP, whose decision shall be final.

ARTICLE 49
MATERNITY AND CHILD-REARING LEAVE

Prior to the expected birth of a child a teacher will notify the Superintendent of Schools, in writing, except in case of emergency, whether or not the teacher will be returning to work after the period of medical disability, or will be requesting a leave of absence without pay commencing at the expiration of the medical disability and measured from the date of termination of pregnancy. Teachers will be provided maternity leave consistent with federal and state laws.

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

A teacher with professional status on child-rearing leave shall only be entitled to return the first day of the teacher school year, unless the parties agree to an alternative date that is mutually agreed upon immediately following the normal expiration of the two year period. Written notice must be given by March 1st of the previous year. All written notices will be addressed to the Superintendent of Schools and postmarked by the above dates.

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

Should a teacher fail to return at the expiration of the above child-rearing leave period, the teacher will be considered voluntarily terminated.

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

A teacher without professional status may be granted an unpaid leave of absence for the purpose of child-rearing for up to twelve (12) weeks. A teacher without professional status who chooses to resign rather than return after this leave shall be granted an interview if applying for a similar position for which he/she is qualified, provided that the teacher had an evaluation rating that was not Unsatisfactory. If rehired, such a teacher will have unused sick leave days restored.

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

ARTICLE 50
FUNERAL LEAVE

1. Each teacher covered by this Agreement shall be granted bereavement leave under the following conditions:
 - a. The teacher shall submit proof of relationship and death satisfactory to their principal or supervisor, whereupon the teacher shall be granted bereavement leave with full pay for a period not to exceed five (5) regularly scheduled school days, such leave not to extend more than five (5) days after the funeral.
 - b. For the purposes of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grand-child of either the teacher or his spouse, or any individual or relative of the teacher or his spouse who was actually living the immediate household of the teacher at the time of death or at the commencement of the final illness or accident.
 - c. Teachers shall, upon request, be granted leave of absence of not more than one working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, or niece of either the teacher or of his/her spouse.
2. A principal will work closely with the SEZP to provide appropriate release time in the case of the death of a co-worker.
3. The leave provided for in paragraphs 1a, 1, and 2 above shall not be charged against a teacher's disability and emergency (sick) leave. The leave provided for in paragraph 1c shall be charged against the teacher's disability and emergency (sick) leave.

ARTICLE 51
RELIGIOUS LEAVE

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

ARTICLE 52
PROFESSIONAL LEAVE

Each teacher may be permitted one (1) day per year with pay to visit other classrooms in Springfield or in other cities and towns to observe teaching techniques and/or to inspect teaching materials, or to attend an educational convention or conference. Such leave shall be subject to the prior approval by the school Principal and may be extended upon the recommendation of the Principal. A teacher who is denied professional leave may appeal the decision to the SEZP, whose decision shall be final.

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

ARTICLE 53
LEAVE WITHOUT PAY

Included in this article are leaves such as Peace Corps leave and Teacher Corps leave. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise. Request for leave without pay must be filed with the principal and SEZP and must state the reason and period for which the leave is being requested. In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, necessities of the home, or for teaching at a United States military installation abroad, or they may be granted for other activities which would, in the opinion of the SEZP, contribute to the future benefit of the Empowerment Zone schools. Leaves of absence without pay, except for maternity, will only be granted to teachers who have obtained professional teacher status. All leaves of absence without pay shall not be counted toward seniority.

ARTICLE 54
RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the school principal and/or SEZP, shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence. A letter requesting an intent to return for the following school year will be sent on or about January/February to employees who are on leave for more than six (6) consecutive months during the school year.

As with teachers in non-Empowerment Zone schools, all benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated disability and emergency leave (sick leave), shall be restored to the teacher upon his or her return, and the teacher will be assigned to the same positions which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE 55
JURY DUTY

A teacher actually serving on jury duty on a workday, or who actually reports to a court for jury service as required by said court for any portion of a workday, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the court. (Jury pay received for service on non-working days shall not be deducted from a teacher's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the court. The normal pay of a teacher shall not be interrupted by jury duty; however, if the teacher has not reimbursed the Committee for jury pay received the Committee shall deduct said amount from the final paycheck of that school year. The Association shall hold the Committee harmless for such deduction but reserves the right to process grievances as to the amount of said deduction.

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

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

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

ARTICLE 56
TAX-FREE ANNUITY

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

ARTICLE 57
HEALTH INSURANCE

The Association agrees that the Group Insurance Plan(s) that is adopted by the City of Springfield for all its municipal employees shall be available to members of Unit A. Based on acceptance of Chapter 32B, Section 7A of the Massachusetts General Laws by the Springfield City Council, the Springfield School Committee agrees that it shall pay seventy-five percent (75%) of the premium cost for the above described plan.

ARTICLE 58
PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable. The parties agree that teachers are eligible to be covered by the Massachusetts Teachers Retirement Plan.

ARTICLE 59
MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the principal and/or SEZP. Traveling personnel whose regular duties require them to travel to more than one school per day shall receive a per mile allowance that is equal consistent with the then-existing IRS rate. Traveling personnel appropriately authorized must submit documentation of said mileage.

Travel for other school business such as conferences is eligible to be reimbursed a per-mile allowance with the written approval of the SEZP.

PART VI
COMPENSATION: SALARIES

The vision for the professional compensation system for teachers working in SEZP schools is to attract, retain and reward great teachers.

ARTICLE 60
PROFESSIONAL COMPENSATION SYSTEM

The professional compensation system compensates employees based on individual effectiveness, professional growth, and student academic growth.

ARTICLE 61
CAREER LADDER

The SEZP 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 teachers and retain our best performers and leaders.

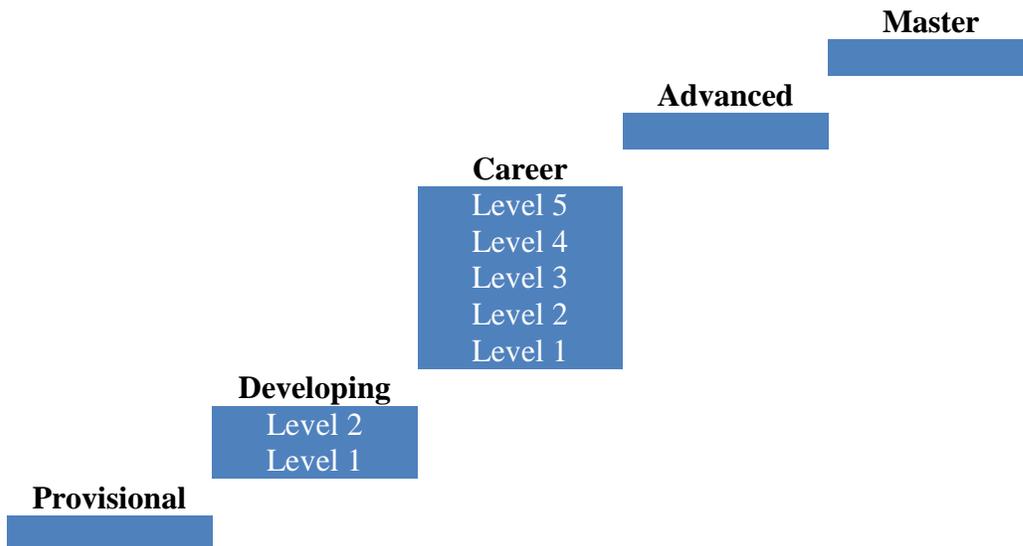
Provisional teachers are typically first-year teachers entering teaching directly from college.

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 the district’s improvement.



Career Ladder Scale

Level	Salary
Provisional	\$49,000
Developing I	\$50,500
Developing II	\$52,000
Career I	\$56,000
Career II	\$59,500
Career III	\$63,000
Career IV	\$66,500
Career V	\$70,000
Advanced	\$76,000
Master	\$85,000

Transition to the Career Ladder

Effective July 1, 2015, all current teachers will be assigned to one of the tiers based on the teacher's salary placement on the Springfield Public Schools standard teacher salary schedule as of July 1, 2015, without regard to the teacher's rating on the end-of-year evaluation, as follows:

2015-2016 Step	Career Ladder Placement	2015-2016 Salary
1	Provisional	49,000
2	Developing I	50,500
3	Developing II	52,000
4	Career I	56,000
5	Career I	56,000
6	Career II	59,500
7	Career II	59,500
8	Career III	63,000
9	Career III	63,000
10	Career IV	66,500
11	Career V*	70,000
12	Career V*	70,000

* Also includes Career Legacy teacher, defined as a teacher whose expected compensation for the 2015-2016 school year exceeds \$70,000.

Each teacher on the Springfield Public Schools salary schedule will be placed on the career ladder based on the 2015-16 step placement he or she would have had under the Standard contract. If the career ladder level to which he is assigned has a salary less than the expected 2015-16 compensation including base salary, longevity and ELT stipend, the teacher will receive the compensation amount set by the 2015-16 Standard contract.

If a teacher on the Springfield Public Schools salary schedule has an expected 2015-16 salary plus longevity plus ELT stipend that exceeds the salary for the assigned career ladder level, though below the salary for Career Level V, he will be considered "red circled" and receive the expected 2015-16 compensation. In the following years, a "red-circled" teacher will transfer to the career ladder when his career ladder salary equals or exceeds his expected FY16 compensation under the Standard contract.

If a teacher on the Springfield Public Schools salary schedule has a 2015-16 salary plus longevity plus ELT stipend that exceeds the salary for Career Level V on the career ladder, he will be placed in "Career Legacy" and receive his expected 2015-16 compensation under the Standard contract. (Career Legacy is similar to "red-circled" in the Standard contract.)

A Career Legacy teacher's new annual base salary will be the sum of the following components: 2015-2016 annual "step and lane" salary, ELT stipend, and longevity payments.

If a teacher's placement on the career ladder will increase his salary by more than \$3,300 and less than \$5,300, the teacher will receive 50% of the increase from the FY16 expected compensation in Year 1 and the balance in Year 2. (The minimum salary will be \$49,000.) This teacher will not be eligible to advance on the career ladder until Year 3 unless the teacher receives an overall evaluation rating of "exemplary" (then movement is at the discretion of the principal.)

If a teacher's placement on the career ladder will increase his salary from expected FY 16 compensation by more than \$5,300, the teacher will receive 33% of the increase in Year 1, 66% in Year 2, and 100% in Year 3. Such a teacher will not be eligible to advance on the career ladder until Year 4 unless he receives an overall evaluation of "exemplary" (then movement is at the discretion of the principal.)

The annual base salary for an "Advanced" teacher will be \$76,000. Advanced teachers must possess an initial or professional license.

The annual base salary for a "Master" teacher will be \$85,000. 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.

Where the district commits to paying a teacher (through formal written notification from Human Resources) a certain salary in a given academic year pursuant to this professional compensation system and the teacher claims that s/he has not received the salary indicated by the district and the teacher's position/assignment/employment status has not changed, the teacher may file a grievance regarding the alleged failure and may pursue this limited claim to arbitration. No other provision of this Article shall be subject to arbitration.

The salary schedule will be reviewed and adjusted periodically to reflect market conditions. If the SEZP determines that it is necessary to adjust the base salaries, it will engage in the process outlined in Article 4.

A Career Legacy teacher, Career Level 5 teacher, or "red-circled" teacher who is not on the career ladder who receives a Proficient evaluation rating or higher will receive a \$500 salary increase in FY17.

The parties agree to reopen base compensation discussions for Career Legacy teachers and teachers who are Career Level 5 for FY17 and FY18.

Advancement on the Career Ladder

A Provisional teacher shall advance to Developing I and a Developing I teacher shall advance to Developing II annually provided that the teacher does not receive an end-of year evaluation rating of “unsatisfactory.”

A Developing II teacher shall advance to Career I and all Career level teachers shall advance a level annually provided that an end-of-year evaluation rating of “proficient” or “exemplary” is received, with “proficient” or better ratings on all four evaluation standards defined by the Commonwealth. A teacher with an overall end-of-year rating of “proficient” who has achieved less than “proficient” ratings on all four standards may still advance to the next level with the recommendation of the building principal and the approval of the SEZP.

A teacher who does not receive the requisite evaluation rating can appeal for a review of the evaluation to the Evaluation Committee.

If no end-of year formative or summative evaluation is completed for a teacher, the teacher shall advance to the next level.

A teacher with an Exemplary rating may advance on the salary scale more rapidly than described above with the recommendation of the school principal, subject to the approval of the SEZP. Any such advancement will be limited to two levels above what the performance plan would otherwise provide, provided however that a teacher may not advance to Advanced or Master status without going through the review process that applies district wide. The union shall be notified of all such advancement decisions.

A Developing II teacher with less than 3 years of service in the Springfield Public Schools who receives an annual overall evaluation of “Needs Improvement” and who is retained, may at the discretion of the Principal, receive a salary increase of up to \$1,000.

Provisional, Developing, Career, and Advanced teachers shall not have their salary reduced based on their performance evaluation.

Based on past experience and performance, a newly-hired teacher may enter the Springfield Public Schools above the Provisional level based on a principal’s recommendation and SEZP’s approval.

Teachers eligible to apply to become Advanced and Master teachers shall be defined as teachers who: 1) have at least 5 years of experience, 2) possess an initial or professional license, and 3) any other criteria established by the SEZP.

An eligible teacher can apply to become an Advanced teacher through an application process.

An eligible teacher can apply to become a Master teacher through creation of an application that may include a cumulative career portfolio. The portfolio may include 1) student growth data over time; 2) endorsements from peers, parents, students, and administrators; 3) and evidence of effective instruction.

Evaluation Committee

An Evaluation Committee shall be established consisting of two members of the Springfield Education Association selected by the Union President, two representatives from the Springfield Public Schools selected by the SEZP, and one representative from a third party institution (such as a university) mutually selected by both groups.

A teacher can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for career/salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The SEZP shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the teacher shall immediately advance.

ARTICLE 62 **EXPANDED LEARNING TIME**

Beginning with the 2015-2016 school year, teachers working at a school with an extended schedule beyond the base SEZP school year shall receive stipends in the following amounts based on hours worked:

1541-1640 - \$1,000
1641-1740 - \$1,500
1741-1850 - \$2,000

Total teacher hours during the normal school day for the year shall not exceed 1,850 hours, excluding functions outside the normal school day, such as parent meetings, after-school functions and other similar activities.

These stipend compensation amounts shall be included in base pay, or otherwise considered as part of the teacher's annualized salary, for retirement purposes.

ARTICLE 63 **STIPENDS FOR LEADERSHIP AND OTHER ROLES**

Currently defined stipend rates for the 2015-2016 school year, including but not limited to rates for Critical Need, Department Chair, and Lunch Coverage, shall continue at the existing annual dollar amounts and be assigned to teachers at the SEZP's discretion. Master teachers shall not be eligible for a Critical Need stipend.

Commencing with the 2016-2017 school year, stipend roles and amounts for extra responsibilities including extracurricular activities, summer programs, and leadership roles shall be determined at the school level or, where appropriate, SEZP level. School level roles and stipend levels shall be posted publicly and approved by the SEZP.

To the extent permitted by law, all payments and stipends for additional work or duties, including payments for expanded learning time, may be considered a part of the member's annual salary and shall be credited for retirement purposes. Annually, on a school by school basis the parties will execute a Memorandum of Understanding memorializing the stipends, positions, duties and amounts for that particular school year. Such stipends, positions, duties, and amounts are hereby incorporated by reference into the collective bargaining agreement solely for retirement purposes. The SEZP retains all discretion to create, eliminate, or modify stipends, positions, duties, and amounts at any point. The School Committee makes no warranties as to whether the Retirement Board will include these amounts for purposes of retirement computations.

ARTICLE 64 **SCHOOL-WIDE AWARDS**

Beginning in the 2016-2017 school year, school-wide awards may be implemented by the SEZP in consultation with the Springfield Education Association, teachers and principals across the district. The SEZP may provide school-wide awards to schools that meet performance targets based on the prior year, subject to available funding and feasibility.

The criteria for these awards shall be based on school-wide measures, with emphasis on student performance. This would include both general measures (e.g., state testing, SGP) and measures specific to school grade spans (e.g., at the high-school level, increases in graduation rates and reduction in drop-out rates).

Teachers at a selected school which receives an award will participate in determining the use and distribution of the awards which could include additional compensation for all teachers and/or other staff or school improvement initiatives. The SEZP has final approval over school-wide award structure and criteria.

ARTICLE 65 **OTHER COMPENSATION**

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the SEZP supports such action, the SEZP shall notify the Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding teachers for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a

particularly challenging assignment; and retaining teachers in the employment of the Springfield Public Schools. The SEZP retains final discretion over the implementation of any additional compensation.

ARTICLE 66
SEVERANCE PAY

Persons who retire or die while active members of the Springfield Public School System shall be compensated for unused accumulated sick leave. Such payment shall be made at the rate of fifteen percent (15%) of the unused accumulated sick leave based upon the annual rate of pay of the last regular paycheck of the person at the time of retirement or death. In the event of death, payment shall be made to the estate. For purposes of this calculation, compensation received under Article 62 and Article 63 shall be included.

ARTICLE 67
METHOD AND TIME OF PAYMENT

The first paycheck of the school year will be issued on the Friday of the first district bi-weekly payroll after the teachers' regular work year begins.

If a teacher leaves or dies during the school year, he, or his estate, shall be entitled to a prorated share of his full salary based on his period of service in relation to the number of days school is in session during the school year, minus the compensation already paid.

Itinerant teachers and specialists may designate a school at which their paychecks will be delivered or they may have their paychecks held at the Payroll Department.

The parties agree to give Association employees the option to receive their annual base pay over a 26 pay-period cycle (in place of the standard 22 pay-period cycle) as per Springfield School District policy.

for the Springfield Education Association

for the Springfield School Committee

Date

for the Springfield School Committee

Date

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