

6.6.25 SEZP Counterproposal to 6.2.25 SEA Proposal

Article	SEZP Response
Article 22.B- Teacher Leadership Team General Guidelines	<p>SEZP proposes the following:</p> <p>Teacher Leadership Teams will have 10 minutes at the start of each TLT meeting - without the principal present - to discuss matters relevant to the TLT.</p>
Article 40- Notice and Announcements	<p>SEZP agrees to the proposed SEA change, which was the following:</p> <p>Educators are required to update through Employee Self-Service any change of mailing address (instructions will be provided). The City, Springfield Public Schools and the Springfield Empowerment Zone Partnership (SEZP) will not be responsible for any mailings (including W-2 forms) if the address on file is incorrect. This address file will be shared with the Association at its request.</p>
Article 24- Teacher Leadership Teams and Educator Working Conditions	<p>SEZP proposes the following [with the only new change for June 5th being Class Size]:</p> <p>3. Areas for Working Conditions</p> <ul style="list-style-type: none"> ● Each school's annual Educator Working Conditions shall include but not be limited to: ● Setting of school priorities for the coming school year. ● Allocation of discretionary funds including in areas - when applicable because of budget timelines - including: <ul style="list-style-type: none"> ○ Wraparound services for students and families ○ After-school programs ○ School supplies, provide that no educator shall be required to purchase or otherwise provide at their expense, materials for student use. ○ Other items as designated by the SEZP provided there is no material conflict with other provisions of this document [Moved from below] ● School curriculum decisions that maintain educators' ability to scaffold grade level curriculum to meet students' needs. ● Professional development activities applicable to the school as a body

	<ul style="list-style-type: none"> ● School calendar ● Hours of school operations including daily start and end times for students and educators. 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 ● 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 Family-teacher communication, with each school is to create and maintain a main line of communication between teachers and families [PowerTeacher, Kickboard, Class Dojo, etc.] ● Assessment and grading ● Review of school's emergency response plan
<p>Article 39- School Facilities Strike and add the following language:</p>	<p>SEZP agrees to the proposed SEA change, which was the following:</p> <p>SEZP will work with the principals and SPS Facilities to provide in each building:</p> <ol style="list-style-type: none"> 1. Desk, chair, and a secure storage space for each teacher, 2. Work room for preparing materials for use in the classroom, 3. Bulletin boards for teachers' rooms, 4. A mailbox for each teacher, 5. Copy machines and computers for preparing instructional materials, and 6. To the extent possible, suitable parking areas for teachers during school hours. School parking facilities will be plowed and sanded. 7. To have every class held in a properly heated, lighted, ventilated, and equipped classroom. 8. Each educator shall be provided with a working desk, chair, and a space for the educator's exclusive use in which they may securely store their instructional materials and supplies. Space as used above is intended to mean a locker, closet, or file cabinet. 9. Adequate parking facilities for educators shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded. 10. Mailboxes for educators shall be provided in all schools. 11. Photocopying machines and computers in each school shall be available to educators to use in preparing instructional materials. 12. In school buildings, separate lavatory facilities shall be provided for staff.

	13. All school grounds shall be smoke free.
(New Article) School Supplies	See proposed SEA change to Working Conditions above.
(New Article)-Grading	<p>SEZP proposes the following:</p> <p>An educator's mark shall not be changed arbitrarily or without valid reason. No marks shall be changed unless the educator is notified first and has been given the reason for the change.</p>
(New Article)-Lesson Plans	<p>SEZP agrees to to the 6.2.25 SEA Proposal (in section 3), so that it reads as follows:</p> <ol style="list-style-type: none"> 1. The goal of lesson plans should be to assist the educator in preparation for effective lessons and to support educator development towards a school's instructional vision, particularly for early career educators. It is understood and agreed upon that lesson plans are artifacts of planning and do not always reflect its implementation. 2. No lesson plan shall require minute by minute schedules. 3. Lesson plan collection and feedback systems will be differentiated to meet the developmental needs of educators and to inform future lessons. planning
(New Article)-Substitute Teachers	<p>SEZP proposes the following:</p> <p>Every school should have established a clear plan for class coverage in the Faculty Handbook provided to all educators before the start of the year, a plan which could include - if available - substitutes to cover classes. When substitutes are unavailable, Assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.</p>
(New Article)-Student Teachers, Interns, and AmeriCorps Volunteers	<p>SEZP proposes the following (with clarifying changes in blue):</p> <p>Placement of all student educators, interns, and AmeriCorps Volunteers by whatever title they may be known, is processed through the Human Resources Department.</p> <ol style="list-style-type: none"> 1. Acceptance of student educators, interns and AmeriCorps Volunteers shall be voluntary. 2. Educators (all Unit A members) should communicate to their immediate supervisor of their willingness to accept a student educator/intern for a specified period of time and in a definite assignment area.

	<p>3. The student educator's duties shall be determined cooperatively by the supervising teacher, the principal, and the representative from the student educator's college in accordance with DESE regulations.</p>
<p>Article 35- Advance Notice of Resignation or Retirement</p>	<p>SEZP agrees to the proposed SEA change, which was the following:</p> <p>Notice of non-renewal of educators, without professional status, shall occur no later than June 1st.</p>
<p>Article 29- Teacher Assignments</p>	<p>SEZP agrees to the proposed SEA change, which was the following:</p> <p>Prior to the transfer process, principals will outline to faculty major schedule changes that are under consideration for the following year. By way of example, major schedule changes may include change in the length and/or number of periods or schedule rotation.</p> <p>Educators 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 educators of the following matters concerning their programs for next school year by June 1st (if assignments change after the start of summer, teachers will receive notification via mail or e-mail): When changes are necessary the educator must be notified at the earliest reasonable time. In these cases, changes should reflect the most minimal impact on the proposed schedule communicated to the educator before the end of the previous school year via email with the following information:</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 • number of assigned cohorts
<p>(New Article)- Parent Educator Communication</p>	<p>SEZP proposes the following:</p> <p>If a school offers a line of communication between educators and families - PowerTeacher, Kickboard, Class Dojo, etc. - this line of communication must be primarily maintained by administration or a designated appointee.</p>

<p>(New Article)- Conditions of Instruction</p> <p>Add the following language to the new article:</p>	<p>SEA agreed to the following SEZP proposal:</p> <p>The parties agree that an educator's primary function is to teach, therefore:</p> <ol style="list-style-type: none"> 1. Every effort will be made to limit class interruptions. 2. Except in emergency situations as determined by the principal or their designee or to provide counseling or approved special instructions, pupils shall not be taken from the class. 3. Except in emergency situations, educators shall not be required to assume any office duties in the event of absence of office personnel. 4. Educators may be required to assist with toileting, diapering, or toilet training only in rare instances, based on individualized student needs and when no other appropriate support is available.
<p>Article 27- Academic Calendar</p>	<p>SEA agreed to the following SEZP proposal:</p> <p>SEZP will establish a baseline school calendar each year that may include student start date, professional development days, and school vacations and holidays. This calendar will be based on a preliminary calendar developed annually by Springfield Public Schools; however, SEZP may alter the calendar each year as needed.</p> <p>As part of the Educator Working Conditions, schools may make modifications to the baseline calendar that meet their unique school needs. SEZP will approve school-level calendars when reviewing and approving Educator Working Conditions. School calendars will be approved, and published on the Zone website, and emailed to staff publicized prior to the transfer window in accordance with Article 22, so long as SPS has set the district-wide calendar reasonably before this date.</p> <p>School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs may be held on these days.</p>
<p>Article 26.A- Preparation Periods</p>	<p>SEZP proposes the following change:</p> <p>Educators will have – at minimum - one self-directed 40-minute preparation period per day. This self-directed time can be used to plan, grade, collaborate with colleagues, etc. In extenuating circumstances, educators may be asked to perform some duties during this time. On that day the educator must have an equivalent non-instructional period. Whenever possible, educators should be given priority access to their own teaching space during preparation periods. If an educator cannot have access to their own teaching space during preparation periods, every effort will be made to provide a functional working space.</p>

	In service of a unique program (e.g. an adjunct professor teaching early college), a teacher may not have – at minimum - one self-directed 40-minute preparation period per day. This aspect of the teacher schedule will be clearly noted in the respective job posting. Additionally, educators in these positions will be notified of any changes to their schedule, prior to the transfer window.
(New Article)- Positive School Climate	<p>SEZP agrees to the proposed change.</p> <p>The parties agree that a positive school climate can impact both educator morale and retention and student performance. Therefore, the parties agree to implement a joint labor/management process when either party believes that there is a need to intervene in a school due to a lapse in positive climate. In each situation, the parties will agree on a data collection process, when necessary, which may include a climate survey.</p>

(New Article)- Student Discipline	<p>SEZP proposes the following:</p> <p>SEZP and the SEA affirm a shared commitment to implementing restorative practices as the core approach to student discipline, relationship-building, and school climate. To that end, SEZP will provide annual, high-quality training in restorative practices to educators and administrators that is focused on implementation and ongoing support.</p>
(New Article) - Student Services Roles	<p>SEZP proposes the following:</p> <p>All SEZP Schools will have a pre-referral process (e.g. STAT) focused on ensuring that all students receive the academic, behavioral, and social-emotional support they need to succeed. The team collaborates with educators to identify barriers to student learning and develop targeted strategies for intervention within the general education setting. Support may be initiated for individual students, small groups, or broader classroom-based challenges. The goal is to equip staff with the tools and guidance necessary to respond effectively to diverse student needs in a timely and coordinated manner.</p> <p>The work year for the following specific Student Services roles - including Clinicians, Behavior Specialists, Speech and Language Pathologists and Assistants, Educators of the Hearing or Visually Impaired, School Psychologists, Occupational and Physical Therapists, Adaptive PE teachers, Vocational Counselors for Special Education, and Evaluation and Team Leaders (ETLs) - is five days before and after the standard SPS calendar.</p>

	<p>Additionally, any expectations related to these specific Student Services roles will be outlined in the Student Supports and Services Educator Handbook, which will be created by SEZP and reviewed annually at the start of the school year.</p> <p>Additionally, for each of the aforementioned Student Services positions, specific job responsibilities will be clearly outlined in the respective job posting.</p>
(New Article) - Counselor Roles	<p>SEZP proposes the following:</p> <p>Specific job responsibilities for Counselors will be clearly outlined in the respective job posting. Staff in these positions will be notified of any changes to their job expectations prior to the transfer window.</p>
(New Article)- Libraries/Librarians	<p>SEZP proposes the following changes:</p> <p>SEZP and SEA recognize the importance of fostering lifelong learning and equitable access to library resources for all students. Every effort will be made to ensure that schools have a library area which is staffed by a certified librarian or a teacher with library training and experience.</p> <p>Additionally, the parties support efforts to ensure that all students have access to local public libraries, including opportunities to obtain library cards and learn how to navigate library systems. To that end, SEZP will work collaboratively with schools and local library partners to facilitate student orientation, outreach, and engagement with public library resources.</p>
Article 41- Safety and Security	<p>SEZP proposes the following changes (which are technical clarifications):</p> <p>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.</p> <p>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 a member of the SEZP leadership team.</p> <p>Each school will establish a protocol for parents to visit classrooms with advance notification to teachers.</p> <p>A school building may be closed when temperatures become extreme, in accordance with the SPS Extreme Weather Policy.</p> <p><u>Violence Prevention and Searches</u></p>

Violence prevention is the responsibility of every employee in the Springfield Public Schools. It is expected that all employees will support and be part of violence prevention efforts. As part of the school system's initiatives to provide a safe environment for staff and students, regular searches are conducted throughout the year. Usually, these searches involve a portion of the school building and use of metal detectors for the student body in the selected area. (These searches are not considered an emergency.)

The parties recognize that every effort should be made to limit the intrusion on the educational process caused by violence prevention activities. The administration of the school system and the school will make every effort to address violence prevention while maintaining normal school operations and the working conditions under this Agreement.

When a search must occur to address an emergency, there may be a need for some educators to use preparation periods during locker searches and other violence prevention activities. An emergency is defined by a situation that calls for a spontaneous, previously unplanned violence prevention activity, an activity which is set into motion because of police information or school administration evaluation of new information. ~~Educators will be compensated for lost preparation periods during these emergencies in accordance with Article 5F of this Agreement.~~

Photo ID Cards

~~All middle and high school students and~~ All employees of the schools ~~the SEZP,~~ including substitute teachers, shall prominently display on their person a photo identification badge at all times when they are on Springfield Public Schools grounds.

Visitors

All visitors to schools must first report to the Front Office or security guard and present verifiable identification and then be issued a Visitor Badge that must be prominently displayed on their person while at the school. The Front Office will contact the staff member being visited to inform her/him that the visitor is waiting in the Front Office area. The badge must be returned to the Front Office when the visitor departs from the school.

School Emergency Response Plan

Every school shall have an Emergency Response Plan reviewed by the TLT and submitted for approval to the Office of Safety and Security. The Team shall communicate the Plan to all staff at the school. The Plan shall be reviewed and updated annually. At least one (1) Emergency Response drill shall occur annually.

Healthy School Environment

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

Personnel Files

Personnel files shall be maintained under the following circumstances:

No material derogatory or commendatory to an educator's conduct, service, character, or personality shall be placed in the files unless the educator is sent a dated copy at the same time with written notice to the educator of the intent to place the materials in the educator's personnel file.

The educator shall have the right to submit a response to the statement. The educator's answer shall also be included in the file.

Upon written request, an educator shall be given access to their file without delay.

Upon receipt of a written request, the educator shall be furnished with a reproduction of any material in their file.

Facilities shall be made available for the educator to make photocopies of such contents and records, except in circumstances beyond the control of administration.

2. Official grievances filed by any educator under the Grievance Procedure, shall not be placed in the personnel file of the educator; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.

3. Upon request of an educator, all material of a derogatory nature shall be removed from an educator's personnel folder after a period of three (3) years.

Article 19- Dispute
Resolution

SEZP proposes the following:

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 educator 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. **This shall be considered a Step One grievance.**

Section 3: If the informal discussion does not resolve the grievance, the grievance must be brought to a SEA-SEZP joint leadership meeting, which meets at least monthly, to discuss and attempt to resolve the matter. This shall be considered a Step Two grievance.

Section 4: If the informal discussion with SEZP leadership 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. This shall be considered a Step Three grievance.

Section 4-5: The aggrieved educator 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 educator within five (5) school days after hearing the complaint.

Section 5-6: 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 SEZP Leadership. SEZP Leadership 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. This shall be considered a Step Four grievance.

Section 6-7: ~~Dispute resolution processes: The following table outlines processes to be used:~~ If the grievance is not satisfactorily resolved at Step 4, the Association and SEZP must pursue mediation. This shall be considered a Step Five grievance. In the event that both parties wish to forgo mediation, the matter will be moved directly to a Step Six grievance. If a matter is brought to mediation, the 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.

Section 7: 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 non-binding. **This shall be considered a Step Six grievance. In the event that both parties wish to forgo meeting with the SEZP board, the matter will be moved directly to arbitration.**

Section 7-8 If the grievance is not satisfactorily resolved at Step 6, the grievance be referred for arbitration. Notices of intention to request arbitration must be in writing addressed to SEZP Leadership.

	<p>Within seven (7) days after such written notice of submission to arbitration, SEZP Leadership and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, then the Association may submit the grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Submission to the American Arbitration Association must be made not later than thirty days following the SEZP Leadership's written decision.</p> <p>The arbitrator shall issue their award not later than thirty (30) days from the date of the close of the hearings or, if oral hearing has been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.</p> <p>The arbitrator shall have no power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with the provisions of this Agreement.</p> <p>The decision of the arbitrator shall be binding upon SEZP, the Association, and the aggrieved educator. Fees and expenses of the arbitrator shall be shared equally by SEZP and the Association.</p> <p>SEZP agrees that it will apply to all substantially similar situations the decision of any arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to the grievance denied by the decision of an arbitrator.</p>
(New Article)- Mentor Program	<p>SEZP proposes the following:</p> <p>The purpose of mentoring is to provide guidance, resources, and support for the participating educator (mentee). For the beginning educator, this relationship will help make their induction to teaching smooth and successful.</p> <p>Mentoring is most successful when both parties have a working relationship based on mutual respect, trust, a clear understanding of the goals and purpose of the program, and a commitment to developing confident and effective educators.</p> <p>Mentors and mentees must meet at a minimum of two times a month. If mentors and mentees are struggling to find a common time to regularly meet, one or both should contact SEZP leadership to ensure that such time is available. Additionally, all communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and participating educator</p>