

AGREEMENT

BETWEEN THE

SPRINGFIELD SCHOOL COMMITTEE

AND THE

SPRINGFIELD EDUCATION ASSOCIATION

July 1, 2024 – June 30, 2025

and

July 1, 2025- June 30, 2028

Table of Contents

Table of Contents.....	i
PREAMBLE	1
Article 1	2
ASSOCIATION RECOGNITION AND DEFINITIONS.....	2
A. Association Recognition	2
B. Jurisdiction	2
C. Definitions.....	2
Article 2	3
COMMITTEE RIGHTS	3
Article 3	3
EXISTING CONDITIONS OF EMPLOYMENT.....	3
Article 4	3
FAIR PRACTICES.....	3
A. Diversity, Inclusion, and Racial Equity	3
B. Employment Practices.....	5
C. Affirmative Action	6
Article 5	6
WORKING CONDITIONS.....	6
A. Notices and Announcements.....	6
B. School Facilities	6
C. School Supplies.....	7
D. Grades	7
E. Lesson Plans.....	8
F. Substitute Teachers	9
G. Student Teachers, Interns and AmeriCorps Volunteers.....	10
H. Resignation / Nonrenewal of Employment.....	11
I. Length of School Year	11
J. School Hours and Teacher Workday	13
K. After-School Meetings.....	14
L. Teacher Assignment.....	14
M. Pupil – Teacher Ratio.....	15
N. Teacher Licensure	17
O. Parent-Teacher Communication	17
P. Conditions of Instruction and Responsibilities of Teachers	18
Q. School Calendar	19
R. Preparation Periods	19
S. Duty-Free Lunch	19
T. Hepatitis Shots and Tuberculosis Tests	20
U. Professional Attire.....	20
V. Positive School Climate	20
W. Pre-K	21
Article 6	22
SCHOOL CENTERED DECISION MAKING	22

Article 7	27
STUDENT DISCIPLINE	27
Article 8	27
SPECIAL SERVICES	27
A. Student/Teacher Assistance Team (STAT) and Student Of Concern (SOC)	27
B. School Counselors.....	28
C. School Adjustment Counselors	29
D. City Connects School Coordinators.....	29
E. Programmatic Specialists (Behavior Specialist, Autism Specialist, LLD Coach, Assistive Technology Specialist)	30
F. Speech and Language Pathologists	30
G. Speech and Language Assistants	31
H. Teachers of the Hearing Impaired.....	31
I. Teachers of the Visually Impaired.....	31
J. School Psychologists.....	32
K. Occupational and Physical Therapists	32
L. Vocational Counselors for Special Education	33
M. Evaluation Team Leader (ETL)	33
N. Pupil Services Leaders	34
O. Special Education.....	34
P. MCAS Alternate Assessment Portfolio	34
Q. Joint Labor Management Committee on Working Conditions, Work Responsibilities and Caseloads of Unit A members in the Related Services and Special Education Departments	35
R. Itinerant Teacher General Conditions	36
Article 9	36
LIBRARIES/LIBRARIANS.....	36
Article 10	37
DEPARTMENT CHAIRS.....	37
A. Department Chair Responsibilities	37
B. Qualifications	38
C. Eligibility for Supplement and Released Time	38
D. Filling of Vacancies	39
E. Department Chairs at Alternative High Schools.....	40
F. Department Chairs for Vocational Shops at Putnam	40
Article 11	42
TRANSFERS AND PROMOTIONS.....	42
A. Transfers or Reassignments	42
B. Posting of Vacancies	43
C. Promotions	44
Article 12	44
LEAVES WITH PAY.....	44
A. Disability and Emergency (Sick Leave)	44
B. Sick Leave Bank	47
C. Adoption Leave.....	49
D. Reserve Duty	49
E. Professional Day	49

F. Graduation.....	49
G. Religious Leave.....	50
H. Bereavement Leave.....	50
I. Personal Days.....	51
J. Jury Duty.....	51
K. Lay-Off and Recall While on Leave.....	52
Article 13	52
LEAVES WITHOUT PAY	52
A. Parental Leave.....	52
B. Military Leave.....	52
C. Peace Corps.....	53
D. Teacher Corps	53
E. Personal Need	53
F. Association Leave.....	53
G. Maintenance of Rights	53
H. Extension of Leave of Absence	54
I. Requests for Leave.....	54
J. Lay-off and Recall While on Leave.....	54
Article 14	54
LEAVES WITH PARTIAL PAY.....	54
A. Sabbatical Leave	54
B. Mini-Grant for Professional Improvement	55
C. Lay-off and Recall While on Leave.....	56
Article 15	56
FRINGE BENEFITS	56
A. Group Insurance.....	56
B. Pension.....	56
C. Tax-Sheltered Annuity	56
D. Workers' Compensation	57
Article 16	57
A. Violence Prevention and Searches.....	57
B. Healthy and Safe Schools Task Force.....	58
C. Photo ID Cards.....	60
D. Visitors.....	61
E. School Safety and Security	61
F. School Emergency Response Plan.....	61
G. Healthy School Environment.....	61
H. Building Renovation	61
I. Barriers and Ventilation	62
J. Notice	62
Article 17	62
TEXTBOOKS.....	62
Article 18	62
CURRICULUM - TEACHER PARTICIPATION.....	62
Article 19	63
PROFESSIONAL DEVELOPMENT	63
Article 20	65

EVALUATION, PERSONNEL ACTION, AND PERSONNEL FILES.....	65
A. Evaluation of Teachers.....	65
B. Disciplinary Action.....	65
C. Personnel Files.....	65
Article 21.....	66
TEACHER PROTECTION.....	66
A. Assistance in Assault/Battery Cases.....	66
B. Indemnification.....	66
C. Damage or Loss of Property.....	67
D. Transportation of Students.....	67
E. Privacy.....	67
Article 22.....	67
ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	67
A. Association Representation and Negotiations.....	67
B. Association Activity on the School Level.....	69
Article 23.....	71
DEDUCTIONS.....	71
A. Dues Check-Off.....	71
B. Other Deductions.....	71
C. Pay Stubs.....	72
Article 24.....	72
SUMMER SCHOOL.....	72
A. Appointments.....	72
B. Applications.....	72
Article 25.....	73
ADULT EDUCATION.....	73
A. Applications.....	73
B. Appointments.....	73
Article 26.....	73
CAREER LADDERS.....	73
A. Pupil Services Leaders.....	73
B. Instructional Leadership Specialist.....	73
C. Effective Educator Coach.....	74
D. Elementary Head Teacher.....	75
E. Teacher of Deportment.....	75
F. Test Coordinator.....	76
G. Vocational Instructional Coach.....	76
Article 27.....	77
COMPENSATION.....	77
A. Basic Salary Schedule.....	77
B. Characteristics of the Basic Salary Schedule for Vocational Teachers.....	77
C. Initial Placement of Vocational Teachers on the Salary Scale.....	77
D. Characteristics of the Basic Salary Schedule for Academic Teachers.....	78
E. Initial Placement on the Salary Schedule.....	79
F. Earned Creditable Years of Service Increments.....	81
G. Basis for Advancement in Degree Status.....	81
H. Method and Time of Salary Payment.....	82

I. Extracurricular Activities.....	83
J. Required Teaching Before and/or After the Regular School Year	84
K. Severance Pay	85
L. Retirement Allowance.....	85
M. Other Salaries – See APPENDIX B.....	85
N. Mileage Allowance	86
O. New Positions	86
P. Longevity	86
Q. Critical Needs Differential	87
R. School Centered Decision-Making Team	87
S. Speech and Language Pathologists	87
T. Officer Teachers.....	88
U. Travel Expenses	88
V. Timesheet.....	88
Article 28	88
REDUCTION IN FORCE PROCEDURE	88
Article 29	92
RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS	92
Article 30	92
GRIEVANCE PROCEDURE	92
A. Definition	92
B. General Provisions	92
C. Procedures	93
Article 31	95
LABOR MANAGEMENT COMMITTEES and STUDY-TEAMS	95
Article 32	97
COLLABORATION	97
Article 33	97
WORKSHOPS.....	97
Article 34	97
MENTOR PROGRAM.....	97
Article 35	98
SAVING CLAUSE.....	98
Article 36	98
CHAPTER 656	98
Article 37	98
DURATION	98
Article 38	99
AMENDMENTS	99
Appendix A1a.....	101
Academic Teacher Salary Scale	101
Appendix A1a.....	102
Academic Teacher Salary Scales.....	102
Appendix A1b.....	103
Vocational Teacher Salary Scale	103
Appendix A1b.....	104
Vocational Teacher Salary Scales	104

Appendix A2.....	105
Instructional Leadership Specialists (ILS),.....	105
Psychologists, Autism Specialists with BCBA Certification	105
Pupil Services Leaders (PSL),	105
Speech and Language Pathologists (SLP)	105
Salary Scales	105
Appendix A3.....	107
ANNUAL INCREASES AND ADDITIONAL INCREMENTS.....	107
Red Circle Annual Increases	107
ADDITIONAL INCREMENTS TO THE BASE SALARY.....	107
Longevity	107
Critical Needs	107
Retroactivity	107
Appendix B.....	108
Extra-Curricular Activities	108
A. General Notes.....	108
Appendix B1 – Senior High School Sports	109
Appendix B2 – Middle School	112
Appendix B3 – Non-Athletic	114
Appendix B4 – Elementary	116
Appendix B5 – Other.....	117
Appendix B6 – ROTC	118
Appendix C.....	119
ECOS PROGRAM	119
Appendix D.....	120
OFFICE REFERRAL FORM.....	120
Appendix E.....	121
SCHOOL CALENDAR.....	121
Appendix F	122
COUNSELORS	122
Appendix G.....	124
DEPARTMENTS ELIGIBLE FOR DEPARTMENT CHAIRPERSONS.....	124
Appendix H.....	126
SPRINGFIELD EDUCATOR EVALUATION DEVELOPMENT SYSTEM (SEEDS).....	126
APPENDIX I	156
CLASSROOM EDUCATOR RUBRIC	156

PREAMBLE

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

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

- System-wide Pupil Progression Plan that standardizes pupil promotion and practices related to the progress of students across all schools, for all students from pre-Kindergarten through Grade 12.
- Monitoring procedures for pupil progression implementation, which includes evaluation elements for school administrators.
- Comprehensive Reading Plan for all Pre-K-12 schools.
- English Language Learners Plan for all Pre-K-12 schools.
- Comprehensive Mathematics and Science plan for all Pre-K-12 schools.
- Code of student conduct that reinforces an environment of mutual respect in schools, delineates expectations for student behavior, and establishes protocols for disciplinary action.
- School and district processes for problem-solving on academic achievement and social/emotional/behavioral issues.

Article 1
ASSOCIATION RECOGNITION AND DEFINITIONS

A. Association Recognition

Pursuant to the certification of representatives by the Massachusetts Labor Relations Commission, Case Number MCR-2920 on October 18, 1979, and pursuant to the settlement of MUP #14-3595 on November 18, 2015 the Springfield School Committee recognized the Springfield Education Association/Massachusetts Teachers Association/National Education Association, SEA/MTA/NEA, as the exclusive bargaining agent and representative of all employees in the current Unit A, including all teachers, counselors, librarians, department heads in the elementary, Pre-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, City Connects School Site Coordinators, and teachers on leave of absence, and excluding day-to-day substitutes, all other employees and further excluding all confidential and managerial employees as defined in the Law for the purposes of collective bargaining.

B. Jurisdiction

The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, except Principals and Unit B personnel, will be allowed to continue performing classroom duties as stated in their (Unit B) job specifications as listed in Rules and Regulations of the School Committee approved prior to May 6, 1980. Nothing in this section shall serve to decrease unit positions, effect layoffs and/or recall or otherwise interfere with Unit A positions.

C. Definitions

The term "Committee" as used in this Agreement means the Springfield School Committee.

The term "parties" as used in this Agreement refers to the Committee and the Association as participants in this Agreement.

The term "school" as used in this Agreement means any work location or functional division maintained by the Springfield Public Schools.

The term "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "teacher" and the term "person" as used in this Agreement means a person employed by the Committee in the Bargaining unit as described in Section A of Article 1.

The term "Association Representative" as used in this Agreement means any duly-authorized designee of the Association.

The term "Teacher Without Professional Status" as used in this Agreement is a teacher who does not have Professional Status as defined below.

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

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

Article 2 COMMITTEE RIGHTS

The Committee is a public body established under, and with powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee and the Superintendent under the statutes of the Commonwealth or the rules and regulations of the agencies of the Commonwealth.

Except as otherwise provided in this Agreement, the Committee and the Superintendent retains all powers, rights, duties, and authority which it had prior to entering into this Agreement. The exercise of said powers, rights, duties, and authority shall not be subject to the Grievance Procedure and/or Arbitration.

Article 3 EXISTING CONDITIONS OF EMPLOYMENT

Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as established by the School Committee's Rules and Regulations in force on the said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes pre-existing School Committee Rules and Regulations shall operate retroactively.

Article 4 FAIR PRACTICES

A. Diversity, Inclusion, and Racial Equity

1. Joint Commitment to Anti-Racism and Equity
 - a. The SEA and Springfield Public Schools, in pursuit of equity and anti-racism, acknowledge the systemic oppression our students and families encounter daily and commit to working together to disrupt this reality urgently and courageously.
 - b. The SEA and Springfield School Committee are committed to raising awareness of bias and systematically working to dismantle policies and institutional practices that are inherently racist and inequitable.
 - c. We recognize that equity exists in our schools when all educators, students, and families, regardless of race, class, gender identity, sexual

orientation, ability, and other identifiers, have unimpeded access to inclusive learning and working environments characterized by high-quality instruction, rich systems of support, robust information, and differentiated opportunities that contribute to their personal growth and academic success.

2. Commitment to Collective Action

- a. The SEA and the District commit to working collaboratively through the DIRE Initiative to foster equity across all schools. The District DIRE Leadership Team will lead ongoing efforts to evaluate policies, practices, and curriculum for systemic bias and propose sustainable improvements. Their work shall support and guide the efforts of school-based DIRE teams.
- b. The DIRE District and School-Based Teams shall:
 1. Foster anti-racist school and district cultures.
 2. Promote and uphold the core values of diversity, inclusion, and racial equity throughout the district.
 3. Support efforts to eliminate inequitable practices and to embed equitable and inclusive practices throughout all aspects of school life.
 4. Propose revisions to policies and practices that further racial equity, inclusion, and justice in alignment with the district's mission.
 5. Promote awareness and shared responsibility for addressing racism and inequity within schools and the broader educational community

3. District-Wide DIRE Leadership Team

- a. Membership
 1. The District DIRE Leadership Team shall be composed of equal representation from District leadership and the SEA. A community representative may be included.
 2. The Leadership Team may expand its membership through mutual agreement to include:
 - (a) Additional community members
 - (b) Additional SPS employees
 - (c) Additional union representatives
- b. Roles and Responsibilities
 1. The DIRE Leadership Team will guide and make recommendations for professional learning and capacity-building in support of school-based DIRE teams.
 2. The Team shall develop and support the use of a reflective framework or tool to monitor progress and implementation of diversity, inclusion, and racial equity goals in schools.
 3. The Team will ensure collaboration between the District and SEA in the planning and provision of professional learning aligned with the DIRE mission and goals.

4. School-Based DIRE Teams

- a. Membership

1. Each school-based DIRE Team shall include the following members:
 - (a) At least two representatives from the Springfield Education Association (SEA).
 - (b) Up to two members from other recognized unions representing school staff.
 - (c) In high schools, up to two student representatives, if available and appropriate, to ensure student voice in equity-related efforts.
 2. Each school must have a minimum of two educators serving on the school-based DIRE Team.
 3. Teams should reflect the diversity of the school community and include a range of roles and perspectives where possible.
 4. Each school-based DIRE lead will receive a stipend.
- b. Roles and Responsibilities
1. Align with the District DIRE mission and collaborate to advance diversity, inclusion, and racial equity at the school level through reflection, education, and shared learning.
 2. Support school stakeholders in applying an equity lens to review school climate, policies, leadership, and instruction, and collaborate with school leadership to implement improvements that affirm anti-racist practices.
 3. Promote inclusive engagement with students, families, and community members to inform school-based decision-making.
 4. Collaboratively design and lead school-based learning opportunities that support the goals of the District DIRE Leadership Team.

B. Employment Practices

1. As sole collective bargaining agent, the Association will accept into voluntary membership all educators covered by this Agreement without regard to race, color, religious creed, national origin, ancestry, sex, age, disability, active military service, status as a veteran, marital status, sexual orientation, gender identity, pregnancy or a condition related to said pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, or affiliation with any other teachers organization.
2. The School Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, discipline or other conditions of employment because of race, color, religious creed, national origin, sex, gender identity sexual orientation, genetic information, ancestry, age, handicap, pregnancy or a condition related to said pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, active military service, status as a veteran, as defined and required by state and federal laws or participation in any teacher organization activities.

C. Affirmative Action

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

Article 5 WORKING CONDITIONS

A. Notices and Announcements

1. All official circulars pertaining to teachers shall be provided electronically either by e-mail or on the district website, and a copy furnished to the Association representative in each building.
2. Each teacher shall have access to an up-to-date copy of the Rules and Regulations of the Springfield School Committee and all amendments thereto.
3. A systematic method of disseminating information shall be devised in each building. Classroom interruptions for notices or for public address announcements shall be kept to the absolute minimum. Except in cases of emergency, every effort shall be made to limit these to the first and last five minutes of a class period.
4. A copy of teaching programs and non-teaching assignments will be posted in each school by October 1. Changes will be posted promptly.
5. Teachers are required to update through Employee Self-Service any change of mailing address (instructions will be provided). The City and the Springfield Public Schools will not be responsible for any mailings (including W-2 forms) if the address on file is incorrect. This address file will be shared with the Association at its request.

B. School Facilities

1. The School Committee agrees with the Association that it is desirable to have every class held in a properly heated, lighted, ventilated, and equipped classroom.
2. Every school building shall have at least one (1) furnished teacher's lounge.
3. Each teacher shall be provided with a desk, chair, and a space for the teacher's exclusive use in which s/he may securely store his/her instructional materials and supplies. Space as used above is intended to mean a locker, closet, or file cabinet.
4. Adequate parking facilities for teachers shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.
5. Mailboxes for teachers shall be provided in all schools.

6. When existing facilities permit, a teacher workroom shall be provided in each building consistent with the approved plans for new or renovated school buildings.
7. Photocopying machines and computers in each school shall be available to teachers to use in preparing instructional materials.
8. In school buildings, separate lavatory facilities shall be provided for staff.
9. All school grounds shall be smoke free. The Springfield Public Schools shall provide programs to assist teachers to quit smoking. The Association and the Superintendent shall meet and confer regarding any infractions of the no smoking policy.

C. School Supplies

1. Teachers shall be allowed to recommend what supplies are to be ordered.
2. Teachers shall be permitted to order supplies weekly from the office in the school.
3. Whenever possible, as determined by the principal of the building, floating teachers shall be allowed to pick up supplies daily.
4. No teacher shall be required to purchase or otherwise provide at his/her expense, materials for student use.
5. The district will make every effort to make all resources available that are necessary to deliver instruction.

D. Grades

1. A teacher's mark shall not be changed arbitrarily or without valid reason. No marks shall be changed unless the teacher is consulted first and has been given the reason for the change.
2. Final grades for the year shall not be reported until one (1) week before the last pupil school day, at the earliest.
3. All teachers will abide by the Grading Framework Policy which is available on the Springfield Public Schools website.
4. All educators will update their parent portal, or similar SPS approved parental communication system, with current grade information as follows:
 - a. Educators will upload grades into the current district management system after completion of grading within two weeks.

- b. This use of the learning management system will not preclude educators from using their discretion to make phone calls home.
- c. This use of the learning management system will be accepted by all principals as at least a proficient rating for the standard C.IIIa in the SEEDS rubric.
- d. Educators will not be required to use any personal communication devices to respond to parents calls and emails. The district will provide the software and training for this alternative communication system.
- e. Educators are not expected to return phone calls or emails to parents outside of the normal educator workday and will have 48 hours to respond during the work week.
- f. Members of the SEA will participate in the development of the Parent Portal Training for parent/caregivers.
- g. Educators will not be required to use the learning management system to record grades until they have received training on the learning management system.

E. Lesson Plans

The goal of lesson plans should be to assist the teacher in preparation for effective lessons. It is understood and agreed upon that lesson plans are artifacts of planning and do not always reflect its implementation.

1. The Springfield Public Schools shall maintain a virtual curricula/ instructional planning resource site for the purpose of developing unit plans and assessments for use by Springfield Teachers. The Superintendent and/or designee in collaboration with the Association will monitor its development and implementation and assess its effectiveness. Teachers will apply for participation in the development of these resources. Teachers not participating in the development of these resources will not be required to submit their work product to the resource site. Outstanding unit plans developed outside of the Springfield Public Schools may be identified and included in the resource site consistent with copyright and intellectual property laws.
2. The lesson plans shall contain the following elements
 - I. Standard based objective
 - II. Direct instruction
 - III. Student Activity or practice

- IV. Formative assessments, this includes informal assessments that allow the teachers the ability to assess whether the students mastered the standard(s) being taught.

No lesson plan shall require minute by minute schedules.

Every attempt shall be made to limit the description of the above elements. Lesson plans should contain wording so the process is understood by both the teacher and administrator.

Lesson plans for Elementary ELA blocks will include each component of the literacy block. Only the Direct Instruction Section/Crafting for both Reading and Writing will follow the guidelines in 2a above.

Every attempt shall be made to limit the description of the components of the literacy block. Lesson plans should contain wording to be understood by both the teacher and the administrator.

3. Lesson plans will be available in the teacher's workspace and digitally on any District approved program or platform in use at their school on the first day of the week. They will not be collected from every teacher every week but rather from individuals as needed for individual teacher professional growth. Once collected, the administrator shall provide written feedback within three (3) school days. It is understood that the feedback is to be specific and aligned with supports for future lesson plans and teachers will not be required to resubmit the already collected plans or respond to the written feedback.
4. Teachers on Professional growth plans (Developing, Directed, Improvement) will follow the agreed upon plans.
5. Teachers shall maintain five (5) days of updated emergency lesson plans and provide them to principals and department chairs starting at the beginning of each grading period.

F. Substitute Teachers

1. Every reasonable effort will be made to hire substitutes to cover classes of regularly assigned teachers when they are absent, provided the absence is for more than one-half (1/2) of a regularly scheduled day.

Except as noted below, The following teaching personnel do not receive substitute teacher coverage:

A School Counselors

J Occupational Therapists

B Adjustment Counselors

K Physical Therapists

C	School Psychologist	L	Instructional Leader Specialists/ Vocational Instructional Coach
D	Speech Pathologists / Assistants	M	Pupil Services Leaders
E	Teachers of the Hearing Impaired	N	Programmatic Specialists
F	Teachers of Visually Impaired	O	Vocational Counselors
G	Itinerant Resource Teachers	P	Teacher of Department
H	Home Tutors	Q	City Connects School Coordinators
I	Evaluation Team Leaders	R	Graduation Coaches

2. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.
3. If a substitute is not available, Pre-K-12, the Administrator will first attempt to assign an available teacher during said teacher's preparation period, on an equitable basis in the subject area of the absent teacher. If that is not possible, an available teacher will be assigned on an equitable basis. A teacher so assigned during his/her preparation period will be paid at the contractual hourly rate in APPENDIX B5 per class period regardless of the specific number of minutes in the period as it may vary from building to building.
4. Except in unusual circumstances, special and/or itinerant teachers will not be used as substitutes for regular classroom teachers.
5. The District will provide an Adjustment or School Counselor substitute on a case-by-case basis, based upon the recommendation of the Executive Officer for Student Services and approved by the Superintendent, for a counselor's long-term medical or parental leave or when there is a vacancy during the school year, taking into consideration the need for the counselor's case load to be in compliance and the case load of the remaining counselors, if any.

G. Student Teachers, Interns and AmeriCorps Volunteers

1. Placement of all student teachers, interns, and AmeriCorps Volunteers by whatever title they may be known, is processed through the Human Resources Department.
2. Acceptance of student teachers, interns and AmeriCorps Volunteers shall be voluntary.

3. Educators (all Unit A members) may advise their immediate supervisor of their willingness to accept a student teacher for a specified period of time and in a definite assignment area.
4. The student teacher's duties shall be determined cooperatively by the cooperating teacher, the principal, and the representative from the student teacher's college in accordance with DESE regulations.

H. Resignation / Nonrenewal of Employment

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

I. Length of School Year

1. The work calendar shall contain one hundred eighty-eight (188) scheduled days. Within this framework there shall be:
 - a. One hundred eighty (180) legal school days when pupils are in attendance.
 - b. One (1) orientation day for all teachers on the day preceding the formal opening of school.
 - c. Seven (7) professional development days, without students in attendance, scheduled by the parties with the understanding that four (4) of these days shall be scheduled at the beginning of the school year, before the arrival of students.

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

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

The Superintendent in collaboration with the Association's Committee on Professional Development plans and schedules seven (7) professional development days (Article 5 M., Length of School Year 1. c. & d.). These days are designed to meet the Springfield Public Schools' goals and the individual schools' School Improvement Plans. Therefore, the Springfield School Committee and the Springfield Education Association agree that where an individual teacher's re-licensure plan contains professional

development points earned during the said seven (7) days, that portion of the teacher's re-licensure plan will be deemed to be approved in lieu of the immediate supervisor's approval.

- d. The Superintendent, in collaboration with the Association's Committee on Professional Development, shall plan these professional development days contained in "c" above. The Springfield Public Schools agree to professional development choices that are consistent with their priorities as stated in the Preamble to this Agreement and that ensure that all teachers are moving toward highly qualified status consistent with state and federal laws).
 - e. The Superintendent may schedule up to two (2) additional professional development days without students to meet extraordinary requirements related to state and federal statutes. A teacher will be paid on a per-diem basis for each day required to attend.
 - f. Instructional Leader Specialists shall have their work year extended by ten (10) days beyond the schedule described within Article 5. I. 1. (a) – (d). The ten (10) six (6) hour days will be distributed as five (5) additional days before the beginning of the school year, and five (5) additional days after the end of the school year, unless a different schedule for the sixty (60) hours of work is mutually agreed upon between the ILS and the school principal of a given school. ILSs will receive a stipend (See APPENDIX B5) for the extended school year. The stipend shall be for all duties performed during the scheduled workday by the ILS during the ten (10) day, sixty (60) hours extended school year and the ILS will not be entitled to any other compensation for work performed during this period of time (to include contractual professional development days). Any required professional development days, whenever possible, will occur on the days immediately following or immediately preceding the regular educator school year.
- 2. Part-time teachers shall attend all professional development days for the entire day. For these days, they shall be paid as if they were full time teachers.
 - 3. The day before Christmas vacation and the last day of school shall be half days for students and teachers.
 - 4. The Office of the Superintendent and the Association shall jointly plan and schedule an orientation program for teachers new to Springfield.
 - 5. In case of unforeseen circumstances which result in any schools being closed more than five (5) days within the established school calendar, days necessary to complete one hundred-eighty (180) legal school days shall be scheduled by the School Committee.

J. School Hours and Teacher Workday

The School Committee and the Association recognize and agree that a teacher's responsibility to his students and his profession generally entails the performance of duties and the expenditure of time beyond the regular school hours, but that time and work schedules can and should be established applicable to teachers in the normal hours of their employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the Springfield Public Schools in the administration of this Agreement.

1. The schedule of school hours is subject to change. Said starting and dismissal times are subject to modification (between the hours of 7:30 A.M. and 3:30 P.M. for all traditional schools and between 7:00 A.M. and 4:00 P.M. for alternative schools) by the Committee provided that no such modification will increase the length of the teacher's workday.
2. Every Elementary, Middle School, Pre-K-8 and High School teacher shall be in his/her building and available for duty at least fifteen (15) minutes before the beginning of the student instructional day or after the close of the student instructional day or a combination thereof (not to exceed fifteen (15) minutes total).
3. The parties agree that the fifteen (15) minutes identified in 2 above, may on occasion, be insufficient to provide for the safe arrival and dismissal of students or there may be other situations beyond the control of school officials; on such occasions the fifteen (15) minute limit does not apply.
4. The teacher workday will be seven (7) hours. The time required before and after school is included in the seven (7) hour day, except where otherwise specified in this agreement, e.g., extended day.
5. After the close of regular school hours, teachers of grades six (6) to twelve (12) shall provide assistance in his/her subject field, one (1) school day each week. If after a period of fifteen minutes after the end of regular school hours no student has arrived for extra help, the teacher may leave.
6. All teachers may leave the building during school hours providing they have no assignments scheduled. A teacher will sign out as he leaves the building and sign in as he returns in time to meet his next regularly scheduled assignment.
7. The parties anticipate that there may be a building and rehabilitation program during the term of this Agreement requiring a change in hours and conditions of employment.
8. The parties agree that absent specific provisions of the Agreement allowing a change in hours and terms and conditions of employment, they will meet under the provisions of M.G.L. Ch. 150E.

K. After-School Meetings

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

The purpose of the extended day is to provide teachers the opportunity to contribute to the development of the School Improvement Plan, conduct a continuous review of the Plan, and create a collaborative atmosphere in which teachers are deeply engaged in discussing, analyzing, and reflecting on the Plan.

In order to effectuate these Plan activities, each School Centered Decision-Making team shall determine the nature of the professional work to be performed during the extended day; e.g., department meetings, staff development, grade level meetings, parent-teacher conferences, and independent activities. In any event, faculty meetings will occur during this time. Notwithstanding the preceding possible activities, meetings with parents and staff development workshops may be held during the extended day.

The School Centered Decision-Making Team in each school shall determine whether the extended day shall occur on Mondays or Tuesdays, and will develop a plan to make-up school cancellation days (but not on a Friday or the day before a holiday or school vacation).

2. Part-time teachers shall remain 35 minutes beyond their regular workday on extended days to carry out their responsibilities as described in the preceding paragraph.
3. Under normal circumstances, staff meetings shall not exceed one (1) hour.
4. Except in cases of emergency, teachers will be given a notice of at least seventy-two (72) hours before a meeting.
5. Teachers shall be required to attend the annual Open House and an additional two (2) evening meetings as scheduled. These meetings will not exceed two (2) hours in duration.

L. Teacher Assignment

1. Teachers may express in writing to the Principal their preference of grade level, subject, department, and assignment.

2. Each teacher shall be notified in writing, as soon as possible, of his/her assignment for the ensuing year, including the school to which he will be assigned, the grades and/or subjects to be taught, and any special or unusual assignment he will have. If a teacher's assignment changes after the start of the summer vacation, the teacher will be notified by mail and/or e-mail to the Springfield Public Schools' Directory address. It is the responsibility of each teacher to provide an accurate summer mailing and e-mail (if available) address.
3. The number of different rooms in which assignments occur for a teacher shall be held to a minimum within the restrictions imposed by program and space.
4. Homeroom and school building duty assignments shall be rotated on an equitable basis among the entire faculty. Academic assignments shall be equitably distributed based on the intensity of student needs.
5. At the Pre-K-8 and middle schools, planning time for teams shall be scheduled at least once each week.
6. The teaching assignment of secondary school teachers of academic subjects may include no more than two (2) subjects of preparation unless a teacher accepts a third (3rd) preparation in lieu of homeroom assignments. Exceptions may be made by administration in those situations in which the nature of the course and the number of pupils involved make it impossible to follow the pattern.
7. An effort will be made to see to it that secondary school teachers do not have more than three (3) consecutive teaching assignments.
8. Floating teachers shall be relieved of all homeroom duties whenever possible.
9. Those who do not have a scheduled preparation time will have unstructured time equivalent to 200 minutes minimum per week. Those who do not have scheduled preparation time shall not be entitled to any monetary compensation because the responsibility and demands render it impossible or impractical to provide that time on a daily basis."

M. Pupil – Teacher Ratio

Pupil-teacher ratios in the Springfield Public Schools computed on a building-by-building basis are:

Kindergarten	23-1
Grade 1-6	28-1
Grade 7-12	21-1

Putnam Vocational Technical Academy

Academic Classes	25-1
Shop Classes	17-1

Method of Computation:

The pupil-teacher ratio of a school is derived by dividing the pupil membership on October 1 or March 1, by the number of teachers, not including the principal, assistant principals, librarians, guidance counselors, and including all part-time teachers for the fraction of their time which they spend in the school.

Notwithstanding the above, the Committee and the Association agree that class size reduction is desirable and that this is the beginning of a process that will lead to a reduction in class size throughout the system. Class size reductions will be made using the agreed upon class size maximums subject to the following conditions:

1. Maximum class size:
 - a. Kindergarten through 3rd grade: 25
 - b. Kindergarten through 3rd grade with 2 teachers: 30
2. After all classes have reached the maximum, the Superintendent, for reasons of health and safety, transportation costs or a sibling already in a school may assign up to two (2) additional students above the class size limitations. There will not be any appeal to the Superintendent's decision.
3. Any K-3 classroom with two (2) teachers may have up to three (3) additional students assigned by the Superintendent.
4. Gymnasiums and libraries will not be closed to meet class size maximums nor will new portables be leased or purchased for the purpose of class size reduction.
5. Federal and state regulations for special education shall supersede class size maximums and, in some instances, will be lower (see Article 8). Where special education students are integrated into the homeroom for that portion of the day, they will not be counted in the class size maximum.
6. Each school's program will dictate the class size for chorus (not music) and physical education; they will not be subject to the class size maximum; however, the goal in these two areas is to keep the class size as close to the class size maximum as is practicable.
7. The administrators of schools with Chapter 74 approved programs will use their best efforts to abide by the recommended square footage for each occupational area

outlined in the DESE Chapter 74 Manual Safety Guide and recommended maximum teacher student ratio.

N. Teacher Licensure

1. No teacher covered by this Agreement shall be employed unless licensed by the Massachusetts Department of Education or granted a waiver by the State Department of Education.
2. The Springfield Public Schools will send the Association a list of all teachers on waiver, including those who are on a waiver solely because they are teaching more than 20% of their time out of their area of licensure. This list will be provided to the Association within thirty (30) days of DESE verifying the EPIMS report.
3. When a teacher is teaching more than 20% out of their area of licensure every effort, that does not require an involuntary transfer, will be made to correct the situation in a timely manner. If the situation cannot be corrected during the school year, then the Springfield Public Schools will endeavor to correct this matter the following year, which may necessitate using the internal re-assignment and voluntary transfer process, before using an involuntary transfer. If the teacher involved is a non-PTS teacher the Superintendent retains the discretion to grant the teacher PTS on the recommendation of the Principal at the end of his/her third full consecutive year.
4. Teachers shall be assigned to teach in their area of licensure as determined by the regulation of the State Department of Education. Teachers will be allowed to teach outside his/her area of licensure only to the extent allowed by the State Department of Education. In the instance where "Reduction-In-Force" takes place, this language will not be used to arbitrarily or capriciously reduce a full-time teacher to part-time.
5. For related service providers who require CEU's (only in the following categories: OT; PT; SLP/SLAs; Audiologists; Psychologists; Teachers of the Deaf; BCBA), they will be provided with a professional membership to allow them to obtain CEU's towards licensure required for their job.

O. Parent-Teacher Communication

1. Parent-teacher conferences at all school levels will be scheduled at the request of the teacher and/or parent. (This applies to the number and frequency of conferences). Teachers have an obligation to respond to parental requests for conferences as promptly as possible.
2. Teacher/Parent Communication: The Association agrees that teacher-parent communication is a crucial element of a successful educational program. Further, both parties encourage parents to make full use of the existing potential for parent-teacher conferences. Scheduled teacher-parent conferences shall be given first priority by building principals.

P. Conditions of Instruction and Responsibilities of Teachers

1. Unannounced visits by the principal and/or assistant principal(s) are to be anticipated.
2. The parties agree that a teacher's primary function is to teach, therefore:
 - a. Every effort will be made to limit class interruptions.
 - b. Except in emergency situations as determined by the principal or his designee or to provide approved special instructions, pupils shall not be taken from the class.
 - c. Except in emergency situations, teachers shall not be required to assume any office duties in the event of absence of office personnel.
 - d. Parents/guardians of our students, as parents/guardians everywhere, are desirous of a report card that is, to the extent possible, personalized for their child. Therefore, while report cards for elementary students may be objective and standardized, it is recommended, but not required, that teachers include their own comments relative to a student's achievement. Teachers will exercise their professional discretion in doing so in order to ensure their comments reflect observed student behavior. An elementary school teacher shall not be required to prepare each evaluation of a pupil more than once.
 - e. Instances when teachers are expected to toilet-diaper or toilet train students will be limited to unusual circumstances.
3. The School Committee and the Springfield Education Association agree that it is the responsibility of all teachers in the system to teach the approved curriculum. It is also agreed that every teacher in the system is responsible for implementing the educational policies and system goals set by the School Committee. The School Committee further agrees that it will set system goals for the school year in time for teachers to set the goals for the Springfield Effective Educator Development System (SEEDS) process.
4. The *School Handbook for Parents and Students* will be sent home to parents in September and a copy will be provided to each teacher.
5. Testing Audit

A joint Labor/ Management Team on Testing will be created. This team will work together:

- a. To carry out a testing audit to be completed by March 1, 2018.

- b. To consider the results of the testing audit and make recommendations based on the results.
- c. Monitor any changes that occur due to the audit.

During the period of the audit the team shall meet as often as needed. Once the audit is completed the Team should meet monthly with the Superintendent or their designee.

Q. School Calendar

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

R. Preparation Periods

1. "Preparation periods" are those periods during which a teacher is preparing lessons, materials, and instructional strategies often in collaboration with other teachers or any other educational activity that the teacher, in his/her professional judgment, deems necessary for his/her effective classroom performance. This time may be used to collaborate with other teachers or staff who teach the same or cross content area (no more than one time a week) for teacher determined collaborative planning and collaborative preparation of lessons if the Principal is able to schedule it. Employees may leave their school during their preparation period four (4) times per month without requesting permission from the principal. Employees must sign in and out and return to work on time. Failure to do so will result in the suspension of this privilege and will require the employee to seek the permission of the principal prior to leaving during the preparation period in the future.
2. All teachers (Pre-K-8) shall have the equivalent of a daily preparation period (40 minutes minimum) each day. High school teachers shall have a daily preparation period (40 minutes minimum), except when the building master schedule does not allow for a daily preparation period, a teacher shall have the equivalent of a minimum of 200 minutes of preparation time per week. A teacher may not have more than one day each week when he/she does not have a scheduled prep period. On that day, the teacher must have one full non-instructional duty period.
3. Preparation periods will be scheduled during the instructional day

S. Duty-Free Lunch

All teachers shall have a duty-free lunch period of one-half (1/2) hour. In an emergency, teachers who are assigned or volunteer for lunch duty shall be compensated at the Lunch Coverage rate (see APPENDIX B5). Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.

T. Hepatitis Shots and Tuberculosis Tests

1. Hepatitis (B) Vaccine consisting of three (3) separate shots, will be given without cost to teachers. The Nursing Supervisor of the Springfield Public Schools will be responsible for coordinating the Hepatitis (B) vaccine series, and the shots will be given by and administered by the School Nurses (RN's) currently employed by the Springfield Public Schools. The Hepatitis (B) vaccine series will be administered on a voluntary basis to those teachers who request the series and sign the appropriate consent form.
2. In the event of a possible Tuberculosis exposure in a school, teachers on a voluntary basis will be given a Tuberculosis Test to determine any degree of exposure. This Tuberculosis Test will be given without cost to the teacher.
3. Tuberculosis Tests will be coordinated by the nursing supervisor of the Springfield Public Schools and administered by the school nurses (RN's) currently employed by the Springfield Public Schools.

U. Professional Attire

All employees covered under this collective bargaining agreement must present a professional work appearance. Employees shall wear neat, clean work attire. Employees are expected to dress in a manner that is normally acceptable in similar professional environments. Teachers shall dress in a way that promotes respect and shows students that they are the authority in the classroom.

V. Positive School Climate

1. School Climate reflects how members of the school community experience the school, including interpersonal relationships, teacher and other staff practices and organization arrangement. School climate includes factors that serve as conditions for learning and that support physical and emotional safety, connection and support and engagement. A positive school climate reflects attention to fostering social and physical safety, providing support that enables students and staff to realize high behavioral and academic standards as well as encouraging and maintaining respectful, trusting, and caring relationships throughout the school community.

—National Center on Safe Supportive Learning Environment

The parties agree that positive school climate can impact both teacher 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.

2. The District and Association jointly affirm that maintaining an engaging, safe, and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with the teachers and other adults in the building. Teachers cannot function effectively and provide the highest level of instruction and engagement to promote increased student achievement if they do not feel safe themselves and there are frequent disruptions by students.

We jointly recognize the need to work toward safe schools that are free from bullying, violence, prejudice, discrimination, and disruption. To that end, the District and Association are committed to positive and consistent discipline protocols within our schools. Together we are committed to promoting practices that support positive relationships and strengthen school climate to minimize interruptions in student learning.

We agree that a multi-faceted approach must be developed, revised, and adjusted to ensure a minimalizing of disruptive behavior in our schools. To this end a Joint Labor Management team will be set up to do an audit of the current situation by surveying all members of the educational community (including students at the secondary level) to understand the current situation and people's perception of the root causes, to review current practice, research best practice both within our schools and across the country, and develop protocols, programs or other solutions that will provide support to students and minimize disruptions to the educational process. This team will meet continuously through the duration of this agreement for a continuous process of re-evaluation and change.

The Joint Labor Management Team will initially meet regularly after school and will begin to meet as soon as this agreement is settled. The committee shall exist of a representative from each level (District elementary, middle, and high school):

Chosen by the SEA from volunteers:

- Classroom Teachers
- SPED teachers
- Alternative Learning classroom teachers
- Adjustment counselors
- District level Behavioral Specialists
- Psychologists

District level staff assigned by the Superintendent, including CSOs.

W. Pre-K

1. The District will comply with DESE regulations relating to Pre-K class sizes.

2. The District will prioritize that Integrated classrooms of twenty will only have students who are four years-old and those students missing the kindergarten cut-off date.
3. The District will strive to ensure that efficient access to bathrooms for Pre-K students is a priority.
4. Pre-K School Year:
 - a) Pre-K students will start the school year on the Monday after Labor Day, with family day being the Friday before. This time will be used to do testing, home visits and intakes.
 - b) Preschool teachers will be able to use the first week of school to do ESI screenings and entry paperwork on students.
 - c) Pre-K staff may be utilized to assist others in the school during this period of time.
 - d) Pre-K students will not be in attendance the last ½ day of school to allow Pre-K teachers to complete end of the year tasks in their classrooms.

Article 6

SCHOOL CENTERED DECISION MAKING

School Centered Decision Making is a process founded in consensus, through which all those individuals who are affected by the implementation of action plans at the school level are actively and legitimately involved in making the decision. This includes staff, parents, secondary school students and business/community representatives.

The Committee and the Association believe the process of School Centered Decision Making can be part of an effective model and vehicle for education reform, restructuring and continuous improvement. Therefore, both parties agree to support all district-wide efforts for reform, restructuring and continuous improvement.

Each fall, SCDM team members and principals will receive a memo co-written by the Superintendent or designee and the SEA president reminding SCDM teams of the decisions that are the responsibility of the team as outlined in Article 6, subsection B4, the collaborative nature of the work (as outlined in Article 22, Collaboration) and the consensus process.”

The City-Wide SCDM Resource Team shall have a minimum of \$15,000 per year in order to meet its responsibilities to provide orientation and training.

City-Wide SCDM Resource Team

1. The City-Wide SCDM Resource Team shall consist of the Superintendent, the Association President, the Chairperson of SPAN, a representative of the Business/Education Collaboration Agreement, the High School representative to the School Committee and one (1) appointee of each for a total of ten (10).

2. The City-Wide SCDM Resource Team will provide guidance to and be a resource for the School Centered Decision-Making teams. It will also conduct an annual orientation program for all School Centered Decision-Making members to explain the theory and practice of school-based management teams. Further, it will provide training in the skills (e.g., team building, consensus building) that are necessary to develop and implement effective School Centered Decision Making.

Each school shall have a School Centered Decision-Making Team

1. Membership

- a. Each Team shall consist of teachers, the principal, parents, up to two (2) other school employees representing Springfield school unions, other than the SEA and the SAA, and business and/or community representatives. At the high schools, two (2) students may be members of the Team.
- b. There shall be parity in the number of teachers and parents on each team with at least four (4) of each and not more than six (6) of each as determined by the following ratio:

0-60 F.T.E. teachers	--	4
61-80 F.T.E teachers	--	5
81+ F.T.E. teachers	--	6
- c. Teacher representation should be representative of the faculty distribution of F.T.E., especially of special education, vocational and E.L.L. teacher positions. The number of parents or teachers will not be reduced during a school year should the number of F.T.E. teachers decline during a school year. As far as possible, the students on the School Centered Decision-Making Team should be representative of the student population.
- d. Not more than fifty percent (50%) of the team shall be non-school members. "Non-school members" are defined as members other than parents, teachers, students, and staff at the school.
- e. The membership of the team shall be broadly representative of the racial and ethnic diversity of the school building and community.

2. Term of Office

- a. There shall be a two-year term for all team members except the principal who serves ex officio.
- b. Teachers and parents shall serve staggered terms.
- c. No one will be permitted to serve two (2) consecutive terms. To be eligible to serve again, a person must be off the team for one (1) year.

- d. After two (2) unexcused absences (excused absences are determined by the team), a vacancy shall be declared and the appropriate selection process used to fill the vacancy. If the vacancy is for less than twelve (12) months, the person is eligible to serve a consecutive full term.

3. Selection of Team Members

- a. Election of teacher representatives

Each October at the Faculty Meeting, the Association Representative(s) will conduct an election.

Only members of this bargaining unit are eligible to vote.

Teachers can self-nominate.

Candidates must address the Faculty orally and/or in writing as to why they wish to be elected.

A candidate is elected when he/she has received a majority of the votes cast plus 1 (50% plus 1 vote) by teachers present and voting. If the number of candidates exceeds twice the number of teachers to be elected, the Association Representative will conduct an initial election. Following the voting, all candidates who receive 50%+1 of the votes cast are elected. If a seat(s) remains vacant, the number of candidates shall be reduced to twice the number of remaining vacant seats. Those on the ballot will be the teachers who received the most votes, those with the least votes having been eliminated.

This cycle shall be repeated as necessary, always reducing to twice the number of vacancies. After two (2) consecutive ballots are cast in which no candidate receives 50%+1 votes, the election is over. Any seats not filled will remain vacant until the next election the following October. At that election, the said unfilled seats will be for a term of one (1) year. This entire process takes place at one (1) meeting.

Teachers are members of the Team immediately upon being elected.

- b. Parents shall be elected in accordance with the process determined by SPAN and approved by the School Committee.
- c. Students shall be elected by student councils or by another representative process approved by the School Committee.
- d. Following the election of teachers, parents, students and other school employees, the other members of the team shall be selected. The principal,

teachers, students, and parent members of the Team shall determine the number of community and/or business representatives they wish to have and shall then select those representatives.

4. Responsibilities

The Team is responsible for:

- a. Recommending policy for the school and for action plans necessary to implement policy. Such plans shall be consistent with law and regulations, School Committee Policy, and Collective Bargaining Agreements. The Superintendent and the Association shall review all School Centered Decision-Making Team plans for compliance with Laws and Regulations, School Committee Policy, and Collective Bargaining Agreements.
- b. Identifying a work plan for developing the SIP and approving the SIP.
- c. Identifying the educational needs of students attending the School. Team members must be involved in the diagnosis of student learning needs and the identification of the learning process gaps that are impacting student success.
- d. Adopting educational goals for the School that are consistent with local educational policies and statewide student performance standards. Team members must know the curriculum, instruction and assessment practices that are the focus of the SIP, and assume leadership for the strategic implementation of each aspect of the SIP.
- e. Reviewing the annual school building budget.
- f. Planning all faculty meetings and all school-based staff development consistent with the staff development needs identified by the SIP and the principal. The principal shall have the right to put items on the agenda of the faculty meetings unilaterally.
- g. Determining the nature of the professional work to be performed during the extended day, as provided in Article 5(K) provided that no school plan for extended day is delayed and exceeds the district's required deadline for submission.

5. Decision Making Process

The Team shall strive to reach all decisions on school action plans by consensus. If consensus is not reached, a majority vote will prevail, provided that the principal and more than 60% of the teacher representatives vote with the majority.

6. Procedures

- a. All information (e.g., Superintendent's Circulars, memoranda) from Central Office to each school will be sent in sufficient number to all Team members.
- b. The agenda for each meeting will be set by the Team with input from all constituencies. It will include "speak time" at the beginning of the agenda for persons who are not members of the Team. Further, the agenda will be posted at least five (5) school days in advance and will contain the date, time, and location of the meeting. At the end of each meeting, the agenda for the following meeting will be set.
- c. Meetings are always open to all staff, parents, interested community members and students.
- d. The minutes of all team meetings shall consist of a summary of the agenda items discussed and any decisions made. It shall be posted as soon as practicable but always prior to any regularly scheduled faculty meeting.
- e. The Team shall annually select a member to serve as co-chair with the Principal.
- f. In addition, the following operating procedures are recommended:
 - (1) Number and schedule of meetings: a front-end decision about the number and the schedule of meetings will enhance the attendance and participation of SCDM members. Because different schools have different needs and situations, experience has shown it is preferable to allow SCDM Teams and Principals to make their own determinations about the time and frequency of meetings. (However, there should be a minimum of two [2] meetings per month.)
 - (2) Agenda: Simple written agendas keep meetings focused and provide continuity from meeting to meeting.
 - (3) Minutes: Minutes are required by Open Meeting Law and provide continuity from meeting to meeting. Minutes help keep the larger school community informed about the activity of the council.
 - (4) Subcommittees: Subcommittees provide for a division of labor and allow different council members to focus on their areas of interest and expertise.

Except as otherwise expressly provided in this Article, the Committee, Superintendent, and the Association retain all powers, rights, duties, obligations, and authority they had prior to entering

into this Article under statutes, regulation, and this Agreement. Neither the contents of this Article nor the actions of the City-Wide School Centered Decision Making and/or the School Centered Decision-Making Teams shall contravene any of the terms of this Agreement. No employee will be excluded from the bargaining unit (Article 1) as a supervisory or managerial employee, within the meaning of M.G.L. Chapter 150E, by reason of participation in any activities described in this Article.

Teachers will be compensated per the SCDM stipend in APPENDIX B5 per year for service on the Team. Payment of this stipend is contingent on a minimum of 80% attendance. Payment will be made twice yearly. The first half of which is payable in the regular paycheck on or about March 15th and the remaining half in the regular paycheck on or about June 15th. Payment will not be made until a properly completed attendance sheet for the School Council Team is submitted and signed by the principal of the School.

Article 7 STUDENT DISCIPLINE

A teacher may remove and refer to the principal any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior on school property.

At the time of referral, the teacher initiating the removal shall present to the principal a written report (paper or digitized) on the approved form (see Appendix D), of the incident.

The principal or his designee shall inform the teacher of the disposition of the incident, in writing on the approved form (paper or digitized), before the student returns to the teacher's classroom.

After three (3) office referrals for disciplinary reasons by a teacher in any school year, a conference will be held involving the principal or the assistant principal, the teacher, the student and parent or guardian.

The District and SEA will meet to review the currently utilized "Office Referral Form" at Appendix D with a goal of updating and potentially improving the form from the perspective of both administration and educators. Once that process is completed, the updated form will be digitized and used going forward.

Article 8 SPECIAL SERVICES

A. Student/Teacher Assistance Team (STAT) and Student Of Concern (SOC)

1. STATs/SOC's are school based committees charged with helping their respective schools provide all students with opportunities to learn and progress in the educational setting. The primary purpose is to help teachers and/or school staff to meet diverse student needs within the educational setting. Help may be requested for an individual student or groups of students
2. Teachers and school-based personnel, parents, and students themselves may request STAT assistance. STAT members, such as school adjustment and guidance

counselors, one of the student's teachers, teachers, administrators, other support staff, referring party where appropriate and parents, use a collaborative problem solving process to assess the needs of students who are struggling academically and/or behaviorally. The process is data driven which means team members consider evidence that is collected to document the concern.

3. The Principal shall coordinate STAT meetings that will meet during a mutually agreed upon time. The principal will ensure that the team meets regularly by providing appropriate space and coverage as needed. The Chairperson(s) shall issue the STAT related forms and shall receive and maintain completed forms in a confidential location. Requests for information and data from Central Office shall be responded to by the Chair. The STAT is responsible for timelines, subsequent meetings for the same student and extending timelines, as necessary.
4. A referral SOC process has been devised for peer students of concern at the pre-Kindergarten level. Teachers who have a concern about a peer student are to fill out a student of concern form. This form will list the areas of concern with a short narrative outlining the concerns along with accommodations that have been implemented.

The SOC form will be forwarded to the designated liaison two weeks prior to the evaluator's visit to the school. Evaluators will visit the school to observe and screen students of concern. Once the screening process has been completed, the evaluator will share the results with the school team and next steps will be determined.

If a referral is recommended, consent to evaluate and testing will take place.

5. Annual training will be provided by the end of October for STAT and SOC. Ongoing training will be provided, as needed

B. School Counselors

1. The duties of School Counselors are contained in Appendix G.
2. The Principal will submit a work plan to the Superintendent or his designee for the ten (10) contracted additional workdays. Any workdays that are recommended beyond the contracted ten (10) additional days will be reviewed, and a determination will be made on the need and merit of the recommendation. Any additional workdays will be distributed based on documented need and will be scheduled equitably among the counselors in that school.
3. The Committee agrees that it will work toward a goal of a pupil-counselor ratio of 300 to 1.
4. Each counselor shall have space and phone facilities to carry out his/her duties.

5. A counselor shall be paid at a pro rata of his regular salary for each day he is required to work before or after the school year.
6. The District supports the Springfield Comprehensive Counseling Program and the American School Counselor Association national model.

C. School Adjustment Counselors

1. The parties agree that the duties of the School Adjustment Counselor are those outlined in Appendix G.
2. The parties agree that the qualifications of the School Adjustment Counselor are those required by DESE.
3. The appropriate director in Pupil Services, after consultation with the principal and adjustment counselors, shall schedule ten (10) additional workdays for each counselor between the closing of school in June and the opening of school in September. Additional days, when needed, may be scheduled with the approval of the Chief of Pupil Services
4. Each counselor shall have space and phone facilities to carry out his duties.
5. Adjustment counselors shall be paid at a pro rata of his/her regular salary for each day s/he is requested to work before or after the school year. The District supports the Springfield Comprehensive Counseling Program and the American School Counselor Association national model.

D. City Connects School Coordinators

1. City Connects School Site Coordinator's seniority in Unit A will date from the date that they were originally hired to the City Connects Site Coordinator position in SPS.
2. For salary and longevity purposes their hire date will be the date that they were originally hired into the City Connect Site Coordinator position in SPS and their salary will be adjusted accordingly.
3. For purposes of placement of employees hired on or before 11-18-15 on the SEA salary scale, licensure includes "Licensed Independent Clinical Social Worker (LCSW/LICSW) and/or appropriate DESE licensure.
4. The parties agree that the duties of the City Connects School Coordinator are those outlined in appendix G.
5. The work year for the City Connects Coordinator shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and

prior to the opening of school (5 days). Any other variation shall be coordinated with the City Connects Supervisor and the building principal.

6. Each Coordinator shall have space and phone facilities to carry out his/her duties.
7. City Connects School Coordinators shall be paid at a pro rata of his/her regular salary for each day s/he is required to work before or after the school year.

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

1. The duties of the Programmatic Specialist will be to provide coaching and mentoring to all teaching staff in the provision of specialized instruction and accommodations for at-risk students and students with disabilities.
2. The Programmatic Specialist will provide specialized professional development to schools and staff in the area of expertise.
3. The Programmatic Specialist will provide ongoing trainings and workshops to staff and/or families in the area of expertise.
4. The Programmatic Specialist shall work under the Chief of Pupil Services or designee to facilitate ongoing communication and technical assistance to schools around programmatic, instructional and compliance needs.
5. The Programmatic Specialist may provide direct services to students when appropriate.

F. Speech and Language Pathologists

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

G. Speech and Language Assistants

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

H. Teachers of the Hearing Impaired

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

I. Teachers of the Visually Impaired

1. Serves as a resource to school staff members in the development and implementation of a balanced program to promote visually disabled students' social and academic skills for school success
2. Provides an individualized education program to meet individual needs of visually disabled students.
3. Assists in appropriate referrals of visually impaired individuals to agencies and specialists in the community as necessary and provides information, support, and counseling to parents and families when appropriate.

4. Assumes primary responsibility for requisitioning and maintaining needed equipment and devices for visually disabled students who are Braille and non-Braille users and learners.

J. School Psychologists

1. Be directly responsible to the Supervisor of Clinical and Behavioral Services.
2. Administer comprehensive assessments that address the areas of suspected disability and write comprehensive and professional reports on assessments that provide educationally relevant recommendations.
3. It is recognized that psychologist's monthly productivity of suggested expectations of psychological reports can vary depending on snow days, Pd days, sick days, business days, and/or additional unforeseen circumstances (FMLA Leave, death in the family, cases that may be more labor intensive or more complex and have lawyers or advocates and require additional time), that may alter the weekly schedule.
4. Participate in 603 CMR Team meetings as an evaluator to help determine eligibility for special education.
5. School psychologists will have appropriate technology to carry out their duties. School principals shall ensure that psychologists have an appropriate private space to conduct their assessments and write their reports.
6. Professional development shall be designed specifically for psychologists, whenever possible.
7. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated with the Executive Director of Special Education and Related Services or designee. These ten (10) days shall be used at the psychologist's discretion for completing assessments, attending team meetings, and writing reports.
8. Any additional workdays when needed may be scheduled with the approval of the Executive Director of Special Education and Related Services.

K. Occupational and Physical Therapists

1. OT and PT are accountable for working with students within the school system who may have physical, sensory, and/or cognitive delays that may be impacting their academic achievements. He/she works with special and regular education staffs to

assure that all understand and can carry out the objectives identified in the assessment, individual education plan, as well as the 504-accommodation plan.

2. OT and PT assignments and supervisions will be the responsibility of the Chief of Pupil Services and/or designee.
3. OT and PT staff assigned to more than one building should be allowed flexibility to provide for equitable services in each school.
4. OT and PT staff shall have appropriate space, equipment, and technology to conduct their duties.

L. Vocational Counselors for Special Education

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

M. Evaluation Team Leader (ETL)

1. The ETL will be responsible to the Chief of Pupil Services and building principals to ensure federal and state compliance with special education regulations.
2. The ETL will coordinate and facilitate all aspects of M.G.L. Ch. 71B and 603 CMR § 28.00 (Special Education Regulations).
3. ETLs will attend scheduled professional development sessions as designated by the Special Education Department. ETL assignment and supervision will be the responsibility of the Chief of Pupil Services and/or designee in collaboration with building principals.
4. ETLs assigned to more than one building should be allowed flexibility to provide for equitable services in each school.
5. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and the Chief of Pupil Services or designee. Any additional workdays when needed may be scheduled with the approval of the Chief of Pupil Services or designee and paid pro-rata.

6. ETLs shall have appropriate and confidential space, phone, and appropriate technology to conduct their duties.
7. All newly appointed ETLs shall be provided with a minimum of one week's training and an ETL designated by the Chief of Pupil Services available for support and consultation on an ongoing basis.
8. A salary stipend will be paid to any ETL who is not deemed critical needs per APPENDIX B5.
9. ETL's will be provided with clerical staff for up to seven hours per week to assist with scheduling IEP meetings and with contacting families.

N. Pupil Services Leaders

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

O. Special Education

1. The eligibility process for special education as defined in M.G.L 71B 603 CMR 28.00 will be followed prior to any student placed in a special education setting or provided with special education services.
2. The district will adhere to the state and federal requirements regarding enrollment of students and staffing ratios in special education settings.
3. Every school will have access to their incoming students with disabilities and their required services prior to the start of the new school year.
4. Special Educators who are responsible for writing reports in connection with student IEPs will be allowed to utilize one extended day per month to work on the reports.

P. MCAS Alternate Assessment Portfolio

1. The Springfield Public Schools will assign at least one (1) classroom Paraprofessional to each Special Education classroom in which the Special

Education classroom teacher is required by the student's Individual Education Plan (IEP) to develop a MCAS Alternate Assessment Portfolio. The total number of Paraprofessionals assigned to the classroom will be in accordance with 603 C.M.R. § 28.00.

2. The Springfield Public Schools will create a separate budget line item for supplies and materials, in sufficient amount as to ensure that Special Education teachers who are required by their student's Individual Education Plan (IEP) to produce and submit MCAS Alternate Assessment Portfolios to the Massachusetts Department of Education have sufficient supplies and materials to prepare the portfolios.
3. Special Education teachers who are required by their students Individualized Education Plan (IEP), as verified by the Pupil Services to develop a MCAS Alternate Assessment Portfolio, as required by the Massachusetts Department of Elementary and Secondary Education, will be compensated for up to eight (8) hours for final portfolio production and submission to the Massachusetts Department of Elementary and Secondary Education at the contractual hourly rate. All additional compensation for completion of MCAS Alternate Assessment Portfolios is for work performed beyond the regular workday. Payment will be made to the teachers on the final teacher payday in June and will be included in their final regular bi-weekly paycheck.
4. The number of hours to be compensated up to eight (8) hours will be determined as follows:

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

5. In addition to the compensation described in No. 3, teachers who have nine (9) or more portfolios to produce will be given two (2) release days for final assembly and submission to the Massachusetts Department of Elementary and Secondary Education.

Q. Joint Labor Management Committee on Working Conditions, Work Responsibilities and Caseloads of Unit A members in the Related Services and Special Education Departments

A Joint Labor/Management committee consisting of Unit A members of the Special Education and Related Services Department appointed by the SEA from volunteers, and District administrators shall meet regularly, as needed, to discuss issues of concern to the Unit A members in the Department, including but not limited to the working conditions, work responsibilities and caseload of those members.

R. Itinerant Teacher General Conditions

1. The District shall provide to the Related Services department staff one designated space for professional development, department meetings, extended days, as well as locked storage for large supplies, regularly used supplies, current and old files. At the beginning of each school year, the District shall provide to the SEA the assigned location of each Itinerant teacher.
2. Safety of teachers and students
There shall be a system for notifying itinerant teachers when a school or the district is in lockdown. Schools will provide a walkie talkie to itinerant teachers who must leave the school building with a student to provide the required therapy.
3. At least annually, no later than October 1, the itinerant teachers on the JLMC referred to in 8.Q and the SEA president or designee shall meet with the District to discuss workspace issues of concern including but not limited to: access to buildings and walkie talkie use, lock down processes, and any issues concerning availability of adequate space in schools.
4. The District will use all reasonable efforts to provide OT, PT, SLA, SLP, Teachers of Visually Impaired, Teachers of Hearing Impaired, Adaptive PE educators, Autism Specialists, Psychologists and Behavioral Specialists with a designated space to teach and assess their students. These rooms can be in the same space used for PD as long as they are private with a locked cabinet in line with the Department of Elementary and Secondary Education (DESE) recommendations. The District will issue annual reminders to building administrators of this language. In the event of a perceived unreasonable denial, the impacted educator may approach the Special Education or Facilities Departments.

Article 9 LIBRARIES/LIBRARIANS

The librarian in a school is an integral part of the library program. As such he/she is expected to play a role in the development and operation of the reading/literacy program in the school by (1) acting as a resource to teachers, finding and making available materials (both book and electronic) necessary to support the curriculum and (2) by working collaboratively with teachers and (3) by assisting teachers with instruction and activities that support both the effective use of the library/media and the content area described in the Curriculum Outcomes and Frameworks.

- A. Each school shall have a library area. STEM Middle Academy shall use the library at the High School of Science and Technology.
- B. Each elementary school shall have a part-time librarian. Each secondary school with 550 or more students will have a full-time librarian and each secondary traditional school with

less than 550 students shall have a part-time librarian. STEM Middle Academy will not have a librarian.

- C. Each school shall have a library skills program conducted by a certified librarian or a teacher with library training and experience.
- D. Certified librarians shall not be required to teach other than Massachusetts School Libraries Association Recommended Standards for PreK – Grade 12 Information Literacy Skills in addition to library duties.

Article 10 DEPARTMENT CHAIRS

A. Department Chair Responsibilities

Department Chairs shall serve in a curriculum leadership role which supports both District and school-level improvement efforts. The list of Departments eligible for Department Chairs is listed in Appendix H in this Agreement. This role will include the following functions:

1. Working collaboratively with principals, teachers, instructional leadership specialists, pupil services leaders, and directors/supervisors to improve instruction.
2. Attending monthly district curriculum meetings to keep current of content-specific district goals, instruction, and trends. Elementary Department Chairs will decide with the principal each month which content area to attend based on the needs of the school.
3. Conducting Department Chair meetings in order to disseminate information obtained from district curriculum meetings, collect information requested from the curriculum director, plan for professional development, lead professional dialogue, and offer support to colleagues within the department in order to enhance instruction and educational practices.
4. Attending mandatory monthly meeting with school administrators to ensure open dialogue regarding curriculum and instructional needs for up to one (1) hour outside of the regularly scheduled school day.
5. Facilitating and managing materials, equipment, and facilities to support instruction in collaboration with principals, teachers, and directors/supervisors.
6. Promoting a culture of collaboration, teamwork, and professionalism in his/her department.

7. Serving as an expert resource on content and pedagogy for their department and serve as a mentor/coach to members of the department, and where applicable, using their department chair duty time for this purpose.
8. Working with department teachers in the selection of textbooks and reference materials and recommending their adoption according to prescribed practices.
9. Working with librarian in recommending purchases of library materials, and in the development of library lessons and skills needed in the subject area.
10. Distributing a copy of the current curriculum frameworks and learning outcomes to each teacher in the department.

B. Qualifications

1. Professional License in the content area at the Secondary level (if no one in the Department meets this requirement others may be considered) Master's Degree in Elementary Education for Elementary grade level chairs is preferred. There will be department chairs for Pre-K-2 and Grades 3-5.
2. Licensed in subject area.
3. Designation of Highly Qualified status (where applicable).
4. Demonstrated knowledge of best current instructional practices in the field / subject area.
5. Demonstrated knowledge of current curriculum frameworks and Springfield District curriculum plans. If no member of the department who applies meets the specific criteria, the principal may waive the qualifications.
6. History of leadership in curriculum development and/or School Improvement Planning Team.

C. Eligibility for Supplement and Released Time

1. Department Chairs shall be eligible for a full stipend (See APPENDIX B5) when there are at least five (5) members in the department including the Department Chair.

Department Chairs shall be eligible for fifty (50%) of the stipend when there are four (4) or fewer members in the department including the Department Chair. Department Chairs in small departments (less than (5) members) who teach a full load with no release time will be eligible for the full stipend.
2. Department Chairs at the high school level will receive one period during the workday without a class assignment to complete teacher support duties. In departments with four (4) or fewer members in the department, including the

Department Chair, if they are not given the additional period they will receive the full stipend, otherwise they will receive 50%.

Where staffing permits at the middle school level the Department Chair will receive one period during the workday without class assignment (whenever the integrity of the teaming structure can be preserved). If they are not given the additional period, they will receive the full stipend.

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

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

D. Filling of Vacancies

1. When a Department Chair position becomes open or at the end of the two (2) year appointment term, an internal posting will be generated, approved by the Human Resource Department, and posted internally at each school during the first week of May. If an opening occurs mid-term, the vacancy will be posted immediately and that appointment will be for the remainder of the two (2) year appointment term. All Department Chair appointments, district-wide, are on the same appointment term.
2. Interested individuals in each department shall apply by letter and résumé to the principal for the position which will be shared with the department prior to its vote.
3. During the first weeks of instruction in May, all members of each department where chairs exist shall, by secret ballot, recommend a teacher for the appointment as department chair for the new two (2) year appointment term (September 1st – August 30th). The principal will reconvene a team to interview the candidates. The team may include but not be limited to members of the department or discipline, appropriate Central Office administrators, such as a director or supervisor in the particular discipline, instructional leadership specialists and assistant principals. Upon completion of the interviews, the principal will review all of the information and recommendations regarding the positions. The principal, in accordance with the Education Reform Act, shall be the appointing authority upon approval of the Superintendent.”
4. If in the departments at the high schools, where no teacher qualified in accordance with Article 10.B.1. is nominated in accordance with Article 10.D.1., then a teacher without a Master’s degree but with specialization in the subject may be nominated in accordance with Article 10.D.1. If the said teacher is appointed in accordance with Article 10.D.2, the appointment shall be for only one (1) year or the duration of appointment term, whichever is less.

E. Department Chairs at Alternative High Schools

All provisions of Article 10, Department Chairs of the parties' collective bargaining agreement are and shall be in full force and effect, except as provided below.

1. There will be one (1) department chair for teachers in the alternative high schools teaching the same subject: English, Math, Science, Social Studies, Foreign Language, Special Education, Guidance, and Physical Education.
2. Article 10 A.-Duties, Section 5 is changed to: "Assume responsibility for prompt and appropriate dissemination of information regarding reports, equipment, materials, textbooks, and instructional supplies."
3. Article 10 A.-Duties, Section 8 shall be a goal.
4. Article 10 A.-Duties, Section 9 applies only to the Department Chair's work site.

F. Department Chairs for Vocational Shops at Putnam

1. ***Vocational Department Chair Responsibilities:*** Vocational Department Chairs shall serve in a curriculum leadership role which supports both District and school-level improvement efforts. The list of Departments eligible for Department Chairs is listed in Appendix A of this Agreement. This role will include the following functions:
 - A. Working collaboratively with principals, teachers, instructional leadership specialists, pupil services leaders, and directors/supervisors to improve instruction.
 - B. Conducting monthly department chair meetings to disseminate information obtained from the Vocational Chapter 74 Director and/or Vocational Supervisor, plan for professional development, lead professional dialogue, and offer support to colleagues within the department in order to enhance instruction and educational practices.
 - C. Conducting two DESE mandated advisory meetings with school administrators, and community and industry members to keep current of content-specific, instruction, and trends.
 - D. Facilitating and managing materials, equipment, and facilities to support instruction in collaboration with principals, teachers, and directors/supervisors.
 - E. Promoting a culture of collaboration, teamwork, and professionalism in his/her department.

- F. Serving as an expert resource on content and pedagogy for their department and serving as a mentor/coach to members of the department, and where applicable, using their department chair duty time for this purpose.
- G. Working with department teachers in the selection of shop materials, textbooks and reference materials and recommending their adoption according to prescribed practices.
- H. Distributing a copy of the current curriculum frameworks and learning outcomes to each teacher in the department.

2. Qualifications

- A. Professional License in the vocational field.
- B. Demonstrates knowledge of best current instructional practices in the field/subject area.
- C. Demonstrates knowledge of current DESE curriculum vocational frameworks. If no member of the department who applies meets the specific criteria, the principal may waive the qualifications.

3. Compensation

- A. Vocational Department Chairs shall be eligible for a stipend based on the tier for their shop.

Vocational Chair Tier Chart		
Tier 1 - \$2,676	Tier 2 - \$3,676	Tier 3 - \$4,676
Advanced Manufacturing Business Technology Criminal Justice Design and Visual Early Education and Care Health Assisting Inform. Support Services & Net. (ISSN) Multimedia and Broadcast Production Robotics & Automation Engineering	Automotive Collision Automotive Technology Carpentry Cosmetology Construction Craft Laborers Graphic Communications Electrical Horticulture HVAC-R Metal Fabrication Sheet Metalworking	Culinary Arts Hospitality Marketing

- B. Vocational department chairs can also agree to split the chair responsibilities and stipend. This arrangement will be determined between the Chapter 74 director, shop teachers and SEA representatives. If the vocational department chairs responsibilities are to be divided, an action plan of responsibilities will be developed by the shop teachers and submitted to vocational Chapter 74 director.

4. Vocational Filling of Vacancies

- A. When a Vocational Department Chair position becomes open or at the end of the two (2) year appointment term, an internal posting will be generated, approved by the Human Resources Department, and posted internally at each school during the first week of May. If an opening occurs mid-term, the vacancy will be posted immediately, and that appointment will be for the remainder of the two (2) year appointment term. All department chair appointments, district-wide, are on the same appointment term.
- B. Interested individuals in each vocational department shall apply by letter and résumé to the principal for the position.

Article 11 TRANSFERS AND PROMOTIONS

A. Transfers or Reassignments

Pursuant to the provisions of this section the Superintendent may assign, transfer, or reassign teachers, voluntarily or involuntarily, to a position(s) and/or a school(s) according to the operational needs of the School District and the educational needs of the students. The Parties recognize that transfer and reassignment of teachers, during the school year or at other times is sometimes necessary and/or desirable.

1. Teachers who desire to transfer to another building for the next school year shall avail themselves of the voluntary Annual Transfer process which will be outlined in the annual memorandum to teachers concerning voluntary transfers.

Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.

2. The Annual Transfer process will commence no later than April 15 each year.
3. In the determination of reassignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system

and the pupils. No assignment of new teachers shall be made until all transfer requests have been considered.

4. Written acknowledgment shall be forwarded to the teacher upon receipt of the request for reassignment and/or transfer.
5. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.
6. When a reduction in the number of teachers in a school is necessary, qualified volunteers in the school will be considered first for transfer.
7. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Chief of Human Resources and/or his/her designees, at which time the teacher shall be notified of the reason for the reassignment or transfer.

If, in the opinion of the teacher, the decision of the Chief of Human Resources or his/her designee is arbitrary or capricious, the teacher may, within fifteen (15) school days of the aforementioned meeting, file with the Superintendent a written notice of appeal; the Superintendent shall hear the teacher's appeal within fifteen (15) school days.

Further, the Superintendent shall require the teacher's principal or immediate supervisor along with any designee(s) who attended the aforementioned meeting to be present at the appeal. The teacher may be represented by the Association at the appeal, but the teacher must be present at the appeal. If the teacher is not present for the appeal, it will be deemed as a waiver of the appeal. The Superintendent shall render his written decision within fifteen (15) school days following the close of the appeal. The decision of the Superintendent shall be final and not subject to grievance or arbitration.

8. The office of the Superintendent shall, upon request, make available to the Association, system wide data indicating the names of persons who have been reassigned or transferred and the nature of the new assignment.

B. Posting of Vacancies

1. On or before September 15 of each school year, the administration shall post a list of known vacancies (assignment and locations).
2. On or before June 1, the administration shall post a list of known vacancies for the coming school year.
3. When vacancies occur for athletic extra-curricular activities (Appendices B-1, B-2) in a Pre-K-8, Middle or High School, they shall be posted system-wide when appropriate.

4. The posting shall set forth position, salary, and assignment (location). In filling said vacancies, preference shall be given the teachers in the school where the vacancy exists.
5. Non-athletic extra-curricular activities and intramural (Appendices B-3, B-4) in a Pre-K-8, Middle or High School shall be posted in the appropriate manner in that school and e-mailed to teachers in the building.

C. Promotions

1. When vacancies occur in new or existing positions other than classroom teacher, notices of such vacancies shall be posted promptly on the appropriate bulletin board by the principal in each school.
2. Qualifications, requirements, duties, salary, and other pertinent information shall be set forth.
3. Applications will be received from personnel who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.
4. Every teacher who desires to fill any such vacancy shall file his/her application in the appropriate manner with the Chief of Human Resources on or before the closing date for applications for such vacancy. Applications shall be acknowledged as quickly as possible.
5. A vacancy shall be filled by an applicant within the Springfield Public Schools if his/her qualifications and experience for the position are substantially equal to those of other applicants.
6. Nothing in this Agreement shall prevent the Superintendent from making acting appointments within the bargaining unit until positions can be filled with permanent appointments as provided in this Agreement. Unless qualified applicants are unavailable, all permanent appointments shall be made within sixty (60) school days, exclusive of vacations, of the date on which the vacancy occurred. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the positions.

**Article 12
LEAVES WITH PAY**

A. Disability and Emergency (Sick Leave)

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

Employees who use Disability and Emergency days and / or personal days during the first week of school, shall be compensated for that time if they have accrued time available in their account and they are still on the payroll on the date of the first paycheck.

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

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

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

With prior approval from the principal, a teacher may use sick leave in one-hour increments, up to four hours, for scheduled medical appointments for themselves or for the teacher's minor- child, which cannot be scheduled outside the teachers' scheduled workday. When requesting such leave, the teacher must affirm that the appointment cannot be scheduled outside the teacher's workday. Before or after a partial sick leave day is approved, the principal may require the teacher to provide verification from the medical provider of the date and time of the scheduled appointment.

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

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

2. Each teacher, upon request, shall receive notice of his/her disability and emergency leave (sick leave).

3. For the purpose of this Agreement, "emergency" may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household member requiring the personal care of that member by the employee or for court cases due to no negligence on the part of the employee. For emergency leave, a statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer, to the Chief of Human Resources.
4. Any teacher in the Springfield Public Schools excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more two (2) years and for such further additional period as he may be entitled under the terms of this Agreement.
5. Upon absence of more than three (3) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits. Any employee who is absent for three (3) consecutive days or more or absent more than three (3) occasions in a school year may be required to call the Principal of their school or other designated supervisor, as well as the substitute teacher line, to report their absence.
6. Both parties to this agreement agree that sick leave is an important benefit for employees and any abuse of sick leave is detrimental both to the students of Springfield and the membership of the SEA. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick time should be tolerated or condoned.

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

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

7. The Springfield Public Schools will provide each teacher with a written statement indicating the number of accrued but unused disability (sick) sick time on their paycheck.
8. Pre-Cancer Screening: The Springfield School Committee and the Springfield Education Association/MTA/NEA realize the distinct advantages of regular pre-cancer screenings, as early detection is essential to the prevention of all forms of cancer. Teachers shall, on an annual basis for the purpose of undergoing a pre-cancer screening, be given four (4) hours off with pay. The time off with pay shall not be

charged to Article 12 (A) Disability and Emergency (Sick Leave) or to Article 12 (I) Personal Days or any other paid time off. The four (4) hours off with pay must be taken as one (1) block. It cannot be taken in blocks of less than four (4) hours. The Superintendent may require a submission of certification from a health care provider that a teacher has participated in a pre-cancer screening. The types of screening are: *lung, colon, breast, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs*, or any other form of cancer as deemed appropriate by the Springfield Health & Human Services Department for screening.

B. Sick Leave Bank

A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave in the event of serious illness as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, is hereby established as of September 1, 1980 exclusively for the use of the members of this bargaining unit. Additionally, effective July 1, 2025, parental leave, without the exhaustion of personal accumulated sick leave, can be utilized through the Sick Bank as outlined below in Section 1b.

Participation by members of the Unit shall be mandatory. New members of the bargaining unit shall be assessed one day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of five hundred (500) days or less, then each educator in the bargaining unit shall be assessed one day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a teacher has no accumulated and/or annual sick leave at the time of said assessment that teacher shall be assessed the amount of days owing to the Bank the following September 1.

The District will add five hundred (500) days to the Sick Bank at the beginning of each school year. In addition, if the educator attendance level at the conclusion of a school year is 96% or higher, the District will add an additional six hundred (600) days to the Sick Bank at the conclusion of that particular school year.

1. Use of Sick Bank Leave

a. Serious Illness Leave

Subject to the provisions of this Article each educator may, following a maximum of a ten (10) school day waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank under this Section 1a. Pregnancy-related serious illnesses that require an educator to be absent from work and which meet the medical certification requirements under this Article will be

eligible for benefits under this Section 1a. If days are granted, they shall cover retroactively the waiting period.

If an educator has exhausted his/her sick leave and another educator residing in the same household is suffering a life-threatening illness and requires the personal care of the first educator, then the first educator is eligible for Sick Bank benefits. Should the first educator exhaust Sick Bank benefits and is still required to provide personal care to the educator suffering a life-threatening illness, then the first educator is eligible for Sick Bank benefits for a second time in the same year. An educator suffering a life-threatening illness who has exhausted Sick Bank benefits shall be eligible for Sick Bank benefits for a second time in the same school year.

b. Parental Leave

Each educator may, following a maximum of a ten (10) school day waiting period, be granted by the Sick Bank Committee up to twenty (20) school days per school year from the Bank for parental leave to give birth, to care for a newborn child, or to care for a child placed in the educator's home through adoption, foster care, or court placement upon presentation of a medical note of pregnancy, a birth certificate, or adoption, foster care, or court placement papers. In the case of parental leave, no educator shall be required to exhaust their personal accrued sick days (i.e., have zero (0) sick days available) in order to be eligible for parental leave benefits from the Sick Bank. The utilization of parental leave through the Sick Bank and the language of this paragraph shall be considered a pilot program for the duration of this contract (July 1, 2025 – June 30, 2028). It shall only be extended in the successor agreement by mutual agreement of the Parties.

c. Utilizing Serious Illness Leave and Parental Leave in the Same School Year

Each educator may if eligible be granted by the Bank Committee: a maximum of thirty (30) school days per school year from the Bank for serious illness if the educator has exhausted their personal sick days under Section 1a; and up to twenty (20) school days per school year from the Bank for parental leave without having to exhaust personal sick days under Section 1b.

2. Sick Leave Bank Committee

The Sick Leave Bank shall be administered by the Bank Committee made up of two (2) appointees of the Association and two (2) appointees of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of one or both of their respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. Attendance history can be used as a

factor in approving sick bank days. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

The Chair of the Bank Committee shall, on an annual basis, alternate between the Association and the Superintendent's appointees. During the year commencing July 1, 1994 the Association shall appoint the Chair; commencing July 1, 1995 the Superintendent shall appoint the Chair, and so on.

C. Adoption Leave

If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the teacher may be paid up to six (6) weeks (30 school days) during that school year of Emergency Leave as per Article 12, A3 (home exigencies) if the teacher has unused disability and emergency (sick leave) in her/his account.

D. Reserve Duty

Any teacher in the service of the City shall be entitled, during the time of his service in the Armed Forces of the Commonwealth, under M.G.L. Chapter 33, sections thirty-eight (38), forty (40), forty-one (41), or sixty (60), or during his annual tour of duty of not exceeding seventeen (17) days as a member of reserve component of the Armed Forces of the United States to receive pay therefore, without loss of his ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

E. Professional Day

1. Each teacher shall be permitted one (1) day per year with pay to visit in other classrooms in the Springfield Public Schools or in other cities and towns to observe teaching techniques and/or to inspect teaching material, or to attend an educational convention or conference. Such leave shall be subject to prior approval by the Superintendent or the Principal and may be extended upon recommendation of the Superintendent or the Principal. This language will not preclude a teacher from requesting additional day(s) under the terms and provisions of this clause at a time other than the first request.
2. The leave provided for in the paragraph above shall not be charged against the teacher's disability and emergency leave (sick leave).

F. Graduation

1. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which he will be awarded a degree or sixth-year professional diploma. This leave shall not be charged against the teacher's disability and emergency leave (sick leave).

2. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which a member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post- high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son, or daughter. Such leave shall be charged to disability and emergency leave (sick leave).

G. Religious Leave

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

H. Bereavement Leave

1. Each teacher covered by this Agreement shall be granted bereavement leave under the following conditions:
 - a. The teacher shall submit proof of relationship and death satisfactory of their principal or supervisor, whereupon they shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive school days; such leave not to extend more than five (5) days after the funeral.
 - b. For the purposes of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grand- child of either the teacher or his spouse; or any individual or relative of the teacher or his spouse who was actually living in the immediate household of the teacher at the time of death or at the commencement of the final illness or accident.
 - c. Teachers shall, upon request, be granted leave of absence of not more than one (1) working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece of either the teacher or of his/her spouse whose place of residence is elsewhere than in the home of the employee.
2. The present method of providing released time to attend funeral services of a coworker shall be continued during the term of this Agreement.

3. The leave provided for in paragraphs 1a, 1b and 2 above shall not be charged against the teacher's disability and emergency leave (sick leave).

The leave provided for in paragraph 1c shall be charged against the teacher's disability and emergency leave (sick leave).

Educators who are required to work the 10 additional days per year (including ILS) shall be able to take bereavement leave.

I. Personal Days

Each teacher may, upon written request and with the advanced approval of the Superintendent or his designee, except in case of emergency in which event the approval of the Superintendent or his designee may be given orally, be granted two (2) days leave of absence with pay each school year for personal matters which cannot possibly be taken care of other than during school hours. A teacher shall not be required in making his or her request for a personal day to state a reason or justification for his or her request other than the day is for personal matters which cannot be taken care of at other than school hours. This time shall be charged against the teacher's disability and emergency leave (sick leave). Refer to the disability and emergency leave (sick leave) section in this Article in regard to the eligibility for the additional five (5) disability and emergency (sick) leave days that may be granted on the last day of the school year.

With the written approval of the Principal or his designee, and with seven (7) school days' notice, except for extenuating reasons, 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 personal day on a workday, exception may be made by the Superintendent or designee for extenuating circumstances.

J. Jury Duty

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

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

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

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

K. Lay-Off and Recall While on Leave

Persons on leave with pay are subject to lay-off and recall in accordance with the terms of this Agreement.

**Article 13
LEAVES WITHOUT PAY**

A. Parental Leave

1. Employees are entitled to a parental leave of absence. This includes, upon completion of three (3) months of service, eight (8) weeks of unpaid leave for the purpose of birth, adoption, or foster placement of a child under 18 years of age, or under 23 years of age if the child is mentally or physically disabled.
2. Extended Parental Leave. Should an Employee with Professional Teacher Status wish to extend the above referenced leave beyond the eight (8) week period referenced in section 1 above they shall be entitled to additional leave, up to a total of two (2) years from the date of birth, adoption, or foster placement. An Employee on Extended Parental Leave shall return on the first day of the 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. The Employee may request to return at an earlier date and SPS may accommodate this request.
3. Employees must provide a minimum of 60 calendar days advance notice of their intent to return to duty, in writing addressed to the Superintendent of Schools. Should an Employee fail to provide the Superintendent with the required advance notice of their intent to return to work the Employee's employment will be terminated and his/her employment record will reflect that he/she resigned their position with Springfield Public Schools.

B. Military Leave

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years.

C. Peace Corps

Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve in the Peace Corps.

D. Teacher Corps

Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve with the Teacher Corps in a community other than Springfield.

E. Personal Need

1. Teachers with professional status will be granted an unpaid leave of absence for the purpose of child-rearing of up to two years consistent with the child-rearing language in Article 13A above. This leave would not add to leave granted under Article 13, A., above.
2. Teachers without professional status will be granted an unpaid leave of absence for the purpose of child rearing for up to twelve (12) weeks. This leave would not add to leave granted under Article 13.A. above.
3. Teachers with professional status may be granted, with prior written approval from the Superintendent, an unpaid leave for the following reasons: prolonged illness, needed rest, and necessities of the home; professional improvement when teachers are not eligible for sabbatical leaves of absence; for teaching in an acceptable school system in the United States when teachers are not selected as exchange teachers; for teaching at a United States Military Installation abroad; or for any other activity which would benefit the Springfield Public Schools.

F. Association Leave

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

G. Maintenance of Rights

All benefits to which a teacher was entitled at the time his leave of absence under this Article commenced, including unused accumulated disability and emergency leave (sick leave), shall be restored to him upon his return, and he will be assigned to the same position

which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

H. Extension of Leave of Absence

Leaves of Absence may be extended by the Superintendent/School Committee. The right to increment credit and the same or substantially equivalent position upon return from an extended leave shall be determined by the Superintendent in each case.

I. Requests for Leave

All requests for leave under this Article shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his designee.

J. Lay-off and Recall While on Leave

Persons on leave without pay are subject to layoff and recall in accordance with the terms of this Agreement.

Article 14
LEAVES WITH PARTIAL PAY

A. Sabbatical Leave

A teacher covered by this Agreement may, subject to the approval of the Superintendent of Schools, be granted Sabbatical leave of absence of one (1) year or one-half (1/2) year for study or research.

1. Sabbatical leave shall be granted to a teacher who has served for at least seven (7) years in the Springfield Public Schools. A second or third such leave shall not be authorized until a teacher has re-established eligibility by serving another period of seven (7) years.
2. Not more than two per cent (2%) of the teachers in the bargaining unit may be absent on Sabbatical leave and Mini Grant leave at any one time.
3. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before June 1st if it is to become effective in September, and on or before December 1st if it is to become effective at midyear.
4. A teacher requesting Sabbatical leave shall submit an application of Approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Each application will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave. The final decision rests solely with the Superintendent of Schools.

5. A teacher on Sabbatical leave for one semester only shall receive seventy per cent (70%) of the salary which he would have received if he had remained on active duty. A teacher on Sabbatical leave for one year (2 consecutive semesters) shall receive fifty per cent (50%) of the salary which he would have received if he had remained on active duty.

The Association agrees to support the City of Springfield in any legal action which the City may take in order to recover any sums due and unpaid under this Article.

6. A teacher on Sabbatical leave shall submit a report to the Superintendent of Schools concerning the manner in which the leave is being used.
7. Prior to the granting of a Sabbatical leave, a teacher shall enter into written agreement with the School Committee that upon the termination of such leave, he will return to service in the Springfield Public Schools for a period equal to twice the length of the leave and that, in default of completing such service, he shall refund to the City of Springfield an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
8. Upon his return from Sabbatical leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Springfield Public Schools, and he shall be returned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

B. Mini-Grant for Professional Improvement

1. A teacher with professional status who has not received a Sabbatical leave during the last three (3) school years may apply for a leave of absence for up to twelve (12) weeks for study, research, or professional improvement.
2. Leave may be granted only if the number of teachers on Mini-Grant leave, when added with the number of teachers on Sabbatical leave under Section A above, does not exceed two percent (2%) of the bargaining unit at any one time.
3. A second or subsequent leave shall not be granted for at least two (2) school years following return from said leave, not counting the year of return.
4. Teachers who have been granted a Sabbatical leave under Section A above shall not be eligible for this leave until they have completed three (3) school years after returning from Sabbatical leave.
5. Application for leave shall be submitted to the Superintendent of Schools on or before June 1 if it is to become effective in the fall semester and on or before December 1 if it is to be effective after January 15.

6. Leaves will be granted upon approval of a proposal which would enhance the teacher's professional ability. Applications must set forth the reasons for the request, the courses to be taken, or the research to be done. All leaves are subject to the approval of the Superintendent of Schools or his designee.
7. A teacher on leave shall receive seventy percent (70%) of the salary which he would have received if he had remained on active duty.
8. Prior to the granting of a leave, a teacher shall enter into a written agreement with the School Committee that upon termination of said leave he will return to service in the Springfield Public Schools for a period equal to twice the length of the leave. In default of completing such service, he shall refund to the School Committee the amount paid during the leave plus normal interest. The refund is to be made within sixty (60) days from the demand by the School Committee for payment.
9. Upon return from leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Springfield Public Schools, and he shall be returned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

C. Lay-off and Recall While on Leave

Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.

**Article 15
FRINGE BENEFITS**

A. Group Insurance

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

B. Pension

The parties agree that all provisions of the Massachusetts Teachers Retirement Plan shall be made a part of this Agreement.

C. Tax-Sheltered Annuity

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

D. Workers' Compensation

All members of the bargaining unit are covered under the applicable provisions of the Massachusetts Workers' Compensation Law, currently Chapter 152 of the Massachusetts General Law.

In addition to the wage benefits provided for in the above statute, the School Committee shall provide a benefit called a special sick leave allowance payment while the educator 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 educator of their full salary or wages. Said sick leave allowance payment shall not be charged against the educator's regular sick leave (Disability and Emergency Leave). This benefit will be paid subject to the provisions and limitations of Chapter 152, Section 69. Payments under this section shall not exceed one year from date of injury.

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

Article 16

HEALTHY and SAFE SCHOOLS, SAFETY and SECURITY

A. Violence Prevention and Searches

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

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

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

B. Healthy and Safe Schools Task Force

The parties recognize that safe and healthy working and learning environments are essential to create the schools our community deserves. The Parties share a mutual commitment to utilize all reasonable efforts to keep schools safe and secure. In furtherance of this shared commitment, the Springfield School Committee and the Springfield Educators Association have agreed to a pilot program extending for the duration of the collective bargaining agreement for the period of July 1, 2025 through June 30, 2028. Such pilot program has as its objective the establishment of a mechanism for the SEA to receive information and provide important feedback to the School Committee and its Administrative team on issues relating to health and safety in the workplace, while at the same time recognizing that the critical operational decisions around health and safety are inherent management rights and that the authority to make such decisions rests exclusively with the School Committee and its Administrative team. To that end, the Parties agree as follows:

1. The District and Association will create a district-wide task force known as the Healthy and Safe Schools Task Force (hereinafter, the “HSS Task Force”). The HSS Task Force shall consist of twelve (12) members, including six (6) staff members appointed by the Superintendent or her designee, and 6 educators. Of the six (6) educators, four (4) such educators (including one vocational educator) shall be appointed by the President of the Association; one shall be a paraprofessional appointed by the President of the Springfield Federation of Paraprofessionals; and one shall be an administrator appointed by the President of the Springfield Administrators Association.
2. The HSS Task Force shall be scheduled to meet ten (10) times per year with the schedule to be established at the start of each academic year. The Parties recognize that unanticipated circumstances, conditions or events may arise which could warrant the addition of meetings other than the ten scheduled meetings. The Parties also recognize that members of the HSS Task Force likely have many demands on their time in light of their primary roles with the District. Cognizant of these time demands, the Parties agree that any member may request a special meeting to address an unanticipated circumstance, condition or event, and that the HSS Task Force will endeavor to honor such requests, but given competing demands on members’ time, this may not always be possible or advisable. For this reason, members will attempt to ensure that matters of concern are raised at the regularly scheduled ten meetings contemplated by this agreement. All meetings shall take place after school and shall be voluntary on the parts of members and not subject to any claims for compensation.
3. The HSS Task Force will select its own co-chairs: one from the among the administrators appointed by the Superintendent and one from among the educators appointed by the Associations. Co-chairs shall solicit agenda items and endeavor to distribute a proposed agenda to HSS members at least four (4) days prior to any meeting. A person will be

designated as note taker and there shall be a running set of minutes available to all Task Force members.

4. The HSS Task Force shall have access to reasonable records and information which will inform the work of the Task Force and which may be shared in accordance with applicable state and federal law. This may include such things as accident and injury statistics, reports on workplace accidents, environmental test results, and any reports to and from local, state, federal or other government agencies concerning health and safety of staff, students and buildings and which are not otherwise protected from disclosure by applicable state or federal law. It is the shared objective of the Parties that members of the Task Force will have access to information that will help to advance the Task Force's objective of receiving information and sharing feedback on matters of health and safety, while at the same time recognizing the need for the District to comply with applicable law. Task Force members recognize the importance of confidentiality in review and treatment of information shared with them as a function of their participation in the Task Force's work, and will commit to maintaining information shared with them as confidential. Absent an agreement of all members of the Task Force, there will be no further dissemination of information shared with them by any individual member(s). This does not prevent the Administrative representatives from disseminating information when compelled to do so under applicable law.
5. Members of the HSS Task Force shall be notified of all investigations of health and safety matters and permitted to attend any investigation that impacts the members of their bargaining unit, when scheduling allows. Progress towards remediation of an issue shall not be delayed due to scheduling issues.
6. The HSS Task Force shall be expected, after review of relevant documents and information, to provide meaningful feedback to the District administration in connection with the following areas or subjects, and any necessary training related thereto:
 - a. An electronic procedure for reporting concerns regarding health and safety;
 - b. School and District level Emergency Response Plans;
 - c. A clear, consistent written District-wide protocol for Intruder Response to be included in each school's Emergency Response Plan;
 - d. A written workplace Violence Prevention Plan, which is based on the Massachusetts Department of Labor Standards "Worksheet to Prevent Employee Injury from Student Behavior at Pre-K-12 Schools" and the National Association of School Psychologists' "Comprehensive Safety Plan Checklist";
 - e. the district's DESE required Medical and Behavioral Health Emergency Response Plan; and
 - f. Safety Plans for each Vocational shop.

Inclusion of an area or subject in this Paragraph does not mean that the District has agreed to adopting any of the contemplated procedures or protocols, excepting those plans which may be required by applicable law or regulation.

7. In addition, the Task Force will consider the following:
 - a. What structures already exist within the District as it relates to the development of security measures promoting safe schools;
 - b. Whether School Centered Decision-Making Teams could be utilized to address school specific concerns around health and safety issues at the building level;
 - c. Whether the regular union meetings with the Superintendent could serve as a better means for communicating District wide health and safety concerns to the administration;
 - d. What online forms and/or ticketing systems could be utilized to address health and safety concerns on an individual basis for District response;
 - e. The existence of school specific industry standards that may prove beneficial for consideration by the Parties;
 - f. What types of data exist and could be shared with the SEA around safety and health conditions;
 - g. Whether a data sharing schedule and timeline could serve to keep the SEA informed of information relevant to health and safety issues; and
 - h. How student and staff privacy concerns will be dealt within the context of the work of the Task Force.
8. The Parties expressly agree that issues relating to special education related behaviors and situations would be beyond the scope of the work of the HSS Task Force.
9. The existence of the HSS Task Force and the language of this Article shall expire on June 30, 2028 without any further action of the Parties. It shall only be extended by mutual agreement of the Parties.
10. The HSS Task Force will consider the subjects raised by the Association in their May, 2024 proposals: 13 A-Workers Compensation, 13 C- Vocational Program Health and Safety, and 13 I-Teacher Protection. Absent agreed changes to the language, the current CBA language remains operative.

C. Photo ID Cards

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

D. Visitors

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

E. School Safety and Security

All reasonable efforts shall be made to keep schools safe and secure (e.g., designate one door at each school for all deliveries).

F. School Emergency Response Plan

Every school shall have an Emergency Response Plan reviewed by the SCDM Team by the second meeting of the year and submitted for approval to the Office of Safety and Security. Members of the bargaining unit from the school will be notified that the Emergency Response Plan is on the agenda of the SCDM meeting. The principal or a representative of the Office of Safety and Security shall present the Plan to all staff at the school at a Professional Development Day early in the school year. The Plan shall be reviewed and updated annually. At least one (1) Emergency Response drill shall occur annually.

G. Healthy School Environment

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

H. Building Renovation

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

The school's Principal and Building Association Representatives shall ensure a process which:

1. Establishes communication between all parties involved concerning building renovations to prevent potential Indoor Air Quality problems.
2. Provides a forum for occupants to express concerns about renovations as well as a program to resolve Indoor Air Quality issues.
3. Notifies building occupants immediately adjacent to construction activities to report odors and/or dust problems.

4. Relays concerns to the contractor in a manner to allow for a timely remediation of the problem.
5. When possible, schedules school projects which produce large amounts of dust, odors and emissions during unoccupied periods or low periods of occupancy.

I. Barriers and Ventilation

The building Principal will ensure that appropriate barriers are constructed to prevent dust and vapor migrations and provide proper ventilation and allow sufficient curing time for products as per the manufacturer's instructions concerning these materials.

J. Notice

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

**Article 17
TEXTBOOKS**

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

The academic teacher will collect books as follows;

- Elementary schools will collect books 4 days prior to the last day of school.
- Middle Schools will collect books 4 days prior to the last day of school.
- High Schools will collect books the day after the final exam.

**Article 18
CURRICULUM - TEACHER PARTICIPATION**

Curricula will be evaluated continually as an integral part of the activity of the standing curriculum committees. Curriculum will be aligned to the current federal and state requirements.

Standing curriculum committees composed primarily of classroom teachers, content ILS (if available), and supervisors shall have authority to recommend and suggest changes in curricula. Participation on standing curriculum committees shall be voluntary, except as outlined in Article 10.

Curriculum development shall be a continuing program during the summer months. Teachers selected to participate shall be compensated at the contractual hourly rate (Appendix B5).

The curriculum committees will continue to examine the total curriculum (Pre-K-12) to assess how well it reflects the needs of students in an urban society.

Article 19

PROFESSIONAL DEVELOPMENT

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

Professional Development necessitated by curriculum changes may be scheduled. Recognizing the need for teachers to understand the rapidly changing needs of the City of Springfield, the Committee will continue its present policy of making available Professional Development programs.

The School Committee will sponsor three (3) credit-bearing courses each semester. Two of these courses will be graduate level, and one will be college level. Courses will only be offered if enrollment exceeds ten participants; there will be a maximum of thirty-five participants per course. These courses will be selected by the Superintendent after consultation with staff. Arrangements will be made to secure instructors for the identified courses from neighboring colleges or universities.

Courses given will be worth two or three credits. These credits will be accepted by the School Committee towards movement by the staff members from training level to training level.

If a teacher desires college credit for degree purposes from the college or university presenting the courses, it will be necessary for the staff member to pay a fee to that particular school or university. An arrangement has been worked out with participating colleges to reduce this fee to a minimum.

The number of students in any course will be limited to the number acceptable to the instructor. This figure will depend upon the nature of the course being given.

Professional Development for Vocational Teachers

A diversified program of Professional Development will be provided for vocational teachers developed by the Professional Development Committee.

- A. The Professional Development Committee will consist of (4) four committee members. The vocational instructional coach will be one of the four members, and the committee will be chaired by the vocational chapter 74 director or his/her administrative designee. The Chair of the committee (i.e., chapter 74 director or administrative designee) shall appoint the remaining three members of the Professional Development Committee, will accept input from the Vocational Instructional Coach as to recommendations for inclusion on the committee. Each committee member shall have a minimum of three years of vocational teaching experience. Additionally, two of the three instructors will have a DESE Professional License. If there are not enough applicants who meet these qualifications, the chair of the committee may appoint a vocational teacher who does not meet the above qualifications to serve on the committee.

- B. The Professional Development Committee shall, among other things, be responsible for:
1. Developing a diversified program of Professional Development tailored to the needs of vocational teachers.
 2. Organizing workshops, seminars, and training sessions that enhance the skills and knowledge of vocational instructors.
 3. Assessing the effectiveness of Professional Development activities and making recommendations for adjustments, changes, improvements, or modifications.
 4. Collaborating with school administrators to ensure alignment with school goals and curriculum standards.
- C. The application process for those interested in being appointed to the Professional Development Committee shall be posted, when practicable, by June 15th for the following school year's committee. The committee members shall be announced within a reasonable time period of their selection so as to maximize the opportunity for preparation for the following school year. Applicants for the committee must submit their applications to the designated administrative authority by the specified deadline. Appointments shall be at the discretion of the Chapter 74 director or his/her administrative designee.
- D. The PD Committee shall be responsible for Vocational Professional Development programming for vocational instructors during August PD and the 3 additional PD days during the year. See APPENDIX B-5 for stipend. The Professional Development Committee shall meet regularly throughout the school year to plan, implement, and assess Professional Development activities. Meetings will occur as needed during extended days.
- E. The committee shall submit a report to the administration summarizing the activities and outcomes of the Professional Development program. The committee shall also be responsible for identifying any additional resources being requested and any recommended adjustments to the professional development activities, which requests and recommended adjustments shall be considered by District Administration as part of its overall consideration of program offerings and available budgetary resources.
- F. Vocational Professional Development Committee members may be required to come in the week before PD week and will be paid their contracted rate to organize and finish professional development initiatives to roll-out during Professional Development Week. Any Vocational instructor who presents during PD week or PD days shall be compensated at the Contractual presenter rate.

Article 20
EVALUATION, PERSONNEL ACTION, AND PERSONNEL FILES

A. Evaluation of Teachers

1. The Springfield Educator Evaluation and Development System (SEEDS) is contained in APPENDIX H. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
2. Data collected and observations made during a walkthrough cannot be used for evaluation purposes. Educators will be notified at least one day before a group academic walkthrough
3. Pursuant to MGL ch. 71 sec. 42 teachers with less than ninety (90) calendar days employment as a teacher in a school system are at-will employees and may be dismissed at any time.

B. Disciplinary Action

A teacher will be notified in advance, in writing, of the purpose of a meeting with an administrator in cases where disciplinary action is contemplated, and shall be entitled to have Association representation. The administrator shall exercise reasonable discretion in disciplining a teacher.

A teacher shall not be demoted, suspended, or dismissed except in accordance with M.G.L.A. Chapter 71.

The Association may elect the arbitration procedure as provided in this Agreement. Such election shall be sent to the Superintendent within ten (10) school days of the Superintendent's answer to the grievance. Failure to so notify shall be deemed an election of arbitration procedure of M.G.L.A. Chapter 71.

When a principal or supervisor must talk with a teacher in regard to events unacceptable to the principal or supervisor, those discussions shall not occur in the presence of parents, pupils, teachers, or non-professional employees.

C. Personnel Files

1. Personnel files shall be maintained under the following circumstances:
 - a. No material derogatory or commendatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher is sent a dated copy at the same time with written notice to the teacher of the intent to place the materials in the teacher's personnel file.

- b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
 - c. Upon written request, a teacher shall be given access to his file without delay.
 - d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his file.
 - e. Facilities shall be made available for the teacher to make photocopies of such contents and records, except in circumstances beyond the control of administration.
- 2. Official grievances filed by any teacher under the Grievance Procedure, Article 32 of this Agreement, shall not be placed in the personnel file of the teacher; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.
 - 3. Upon request of a teacher, all material of a derogatory nature shall be removed from a teacher's personnel folder after a period of three (3) years.

Article 21 TEACHER PROTECTION

A. Assistance in Assault/Battery Cases

- 1. Principals shall report all cases of assault/battery suffered by teachers, in connection with their employment, to the Superintendent of Schools or his designee.
- 2. Whenever it is alleged that a teacher has assaulted/battered a person or that a person has assaulted/battered a teacher, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Superintendent/Committee's possession not privileged under law concerning the person or persons involved.

B. Indemnification

The School Committee, shall, out of any funds appropriated for the purpose of this section which appropriation shall be made in the same manner as appropriations for general school purposes, indemnify a teacher in its employ for expenses or damages sustained by him by reason of action or claim against him arising out of the negligence of such teacher or other act of his resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting as such teacher, and may, out of any funds so appropriated, indemnify a teacher in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by him while acting as such teacher; provided, in either case, that such teacher was at the time the cause of action or claim arose acting within the scope of his employment; and provided,

further, that the defense or settlement of any action or claim for which indemnification is sought under the section shall have been made by the City Solicitor, an attorney employed for the purpose by the School Committee, or, if such solicitor or counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such teacher.

C. Damage or Loss of Property

1. No teacher shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the teacher.
2. A teacher shall report in writing to the Principal any loss, damage, or destruction immediately upon becoming aware of such loss, damage, or destruction of school property.
3. The School Committee shall reimburse a teacher for:
 - a. Any clothing or other personal property damaged or destroyed as a result of a battery suffered in the course of his employment, not to exceed \$1,000.00, and
 - b. The cost of any medical, surgical, or hospital services (over and above the amount of any insurance reimbursement and Workmen's' Compensation received by said teacher), not to exceed \$5,000.00 incurred as a result of any battery suffered in the course of his employment."
 - c. As is current practice, loss of personal property shall not be reimbursed by the School Committee in case of theft or fire or flood or other acts of God.

D. Transportation of Students

No member of Unit A shall be required to transport pupils in private vehicles.

E. Privacy

The private and personal life of any teacher is not within the appropriate concern or attention of the Superintendent/School Committee except as it may reflect adversely on the teacher's responsibilities and relationships with students, parents, and the community within the judgment of the Superintendent/School Committee. The decision of the Superintendent/School Committee in this regard shall be subject to the grievance procedure.

Article 22

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Representation and Negotiations

1. Monthly Meetings with the Superintendent

- a. A Committee of Association representatives, not to exceed five (5) members shall meet once a month with the Superintendent of Schools to discuss matters of educational policy, curriculum, and improvements of educational climate in the Springfield Public Schools. Both parties may submit items for the agenda.
- b. The Association and the School Committee agree that the procedure described above shall not require either party of this Agreement to consent to any change, modification or reopening of this Agreement.

2. Information

- a. The Superintendent/Committee shall make available to the Association, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.
- b. Names and Addresses of newly employed teachers shall be provided to the Association following their hiring by the Superintendent.
- c. A copy of the Rules and Regulations of the Springfield School Committee shall be provided the Association.
- d. The agenda for all regular School Committee meetings shall be made available to the official Association representative to the Committee meeting at least twenty-four (24) hours prior to the meeting. The Association representative shall be advised as soon as possible of all special meetings of the School Committee open to the public.

3. Existing Laws and Regulations Preserved

- a. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal Law, rule, or regulation, including without limitation all applicable employment, pension, or education laws and regulations.
- b. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

4. Protection of Individual and Group Rights

- a. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.
- b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

5. Representation at Educational Meetings

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

6. Printing of Agreement

The parties agree to share equally the cost of printing the first thirty-five hundred (3500) copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new teacher hired during the duration of this Agreement. The cost of all additional copies will be paid for by the party who desires them.

B. Association Activity on the School Level

1. Recognition by the Principal

The Principal shall recognize the Association Building Representative as the official representative of the Association in the school.

2. School Meetings

Before the opening of, and after the close of school on school days, the Association shall have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to School Committee Rules and Regulations; provided, however, that there shall be no cost to the Association for such meetings if no overtime custodial cost is involved. Any overtime cost for custodial services shall be the responsibility of the Association.

3. School Visits

During lunch time, the Association shall have the right to meet with educators during their duty-free lunch in whatever location the educator occupies for the period of their duty-free lunch provided there is no interference with the educator's

job responsibilities and no students are present. Association representatives will notify the principal or their designee if they are not present in the office and will sign the visitor log sheet. This language of this Paragraph 3 is in the nature of a pilot for the life of this contract (i.e., through June 30, 2028). Absent an agreement of the Parties, this language will expire on June 30, 2028.

4. Distribution of Materials

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

5. Bulletin Boards

The Association shall be provided a clearly designated Association bulletin board of no less than nine (9) square feet for the purpose of posting Association related notices and other materials. Such space shall be provided in each building and Springfield Public Schools Office for the exclusive use of the Association.

6. School Visitation by Authorized Association Representatives

For the necessary purpose of investigating one or more grievances during the school day, authorized Association Representatives may visit the involved school.

7. New Member Orientation

The Association shall be provided with the following opportunities to meet with new educators:

- a. At least one hour at the New Teacher Orientation that occurs prior to the start of the school year.
- b. At least one hour of the New Educator Orientation that occurs over several weeks during the school year.
- c. Principals will cooperate with the union in scheduling the thirty (30) minute union orientation within thirty (30) days of an employee's date of hire.
- d. A Zoom link shall be provided on the Recruit and Hire page that is listed as part of the processes used for new hires. The SEA will provide the Zoom link, as well as a paragraph inviting new hires to join the online orientation to the union.

8. Onboarding Discussion

The SEA and the Human Resources Department will meet each year prior to the end of the initial transfer process to discuss issues of the onboarding system and develop solutions.

Article 23 DEDUCTIONS

A. Dues Check-Off

1. An employee who wishes to have the School Committee deduct the regular association dues from his pay for transmittal to the Association shall execute an authorization card to be furnished by the Association.
2. The amount of dues will be certified to the School Committee from time to time by the Treasurer of the Association or by his duly authorized agent, the amount of dues being uniform for all members of the Association.

An exception to uniform dues deduction will be made in the following instance:

If the Association requests that a group of teachers who have signed authorization cards during the year start at a given date during that year (advance notice) the year's dues will be divided by the remaining pay periods and deductions will be made from this group at a different rate than others who started during the year. (One exception to the process allowed during each year.)

3. Any teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.

B. Other Deductions

The School Committee shall provide that, whenever duly authorized by any member of the bargaining unit on a form or forms approved by the Committee, payroll deductions on behalf of such teacher shall be made every pay day and transmitted in accordance with such form or forms for any or all of the following purposes:

1. Donations to Pioneer Valley United Way,
2. Premiums under group income protection, and life insurance for the benefit of the employees in the bargaining unit,
3. Premiums under City of Springfield Employees Group Insurance program,
4. Payments to Springfield Teachers' Credit Union, and
5. Premiums under tax-sheltered annuity contract purchased for the teacher by the Committee.

C. Pay Stubs

Teachers' pay stubs shall identify by source any additional incidental compensation being paid along with a teacher's regular pay. Teachers may voluntarily sign up for electronic distribution of payroll advices (paystubs).

Article 24 SUMMER SCHOOL

The Superintendent/School Committee and the Association recognize that the summer school programs, including any projects financed by the Federal or State funds, may vary substantially from year to year, may offer the opportunity for experimentation, and may call for flexibility in approach.

A. Appointments

1. Following the determination by the School Committee of the summer programs for the year, the positions to be filled for each program, including any Federal program in a parochial school, shall be posted in every school including parochial schools involved not later than April 15 except, however, that notices of position in projects financed by Federal funds shall be posted as soon as possible. Notices of summer positions shall be posted as soon as possible. Notices of summer positions shall be posted in every school for fifteen (15) calendar days exclusive of vacation.
2. No teaching position in the local summer school program, except in a federally funded program in a parochial school, shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.
3. In assigning local or regional summer school teaching positions, preference shall be given to qualified applicants for the positions which correspond to the applicant's regular day school teaching assignments.

B. Applications

1. Each teacher desiring a position in a summer school program shall file his application in writing with the Chief of Human Resources on or before the closing date of application.
2. The Chief of Human Resources shall notify each applicant as to the reception and disposition of his application.

Article 25 ADULT EDUCATION

A. Applications

Any teacher who wishes to teach in evening school or any other school program the following school year, will submit his request on the appropriate form by April fifteenth (15th).

B. Appointments

In filling positions for Adult Education Programs, each applicant's competence and experience will be considered. No teaching position in the Adult Education Programs shall be filled by an applicant not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.

Article 26 CAREER LADDERS

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

A. Pupil Services Leaders

A Pupil Services Leader applicant must have:

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

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

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

B. Instructional Leadership Specialist

An Instruction Leadership Specialist applicant must have:

- a. Master's degree
- b. DESE Professional License in the appropriate content area
- c. A minimum of 5 years teaching experience

- d. 95% attendance rate – an applicant will be provided an opportunity to provide an explanation in the event their attendance does not meet the 95% threshold.
- e. Demonstrate growth in student achievement based on assessments over the past one to two years.
- f. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.

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

- Modeling exemplary classroom practices; analyzing multiple data sources; differentiating instruction; and designing effective assessment practices.
- Instructing adults as to how to effectively analyze and interpret data.
- Sharing best practices with colleagues at the school site and across the District.
- Designing and presenting professional development to colleagues and leading /facilitating team meetings and school based professional development.
- Developing partnerships with parents and community and will accept assignment to a school that is identified as “in need of improvement” or not making adequate yearly progress.
- Working on the development of the School Improvement Plan and its effective implementation
- ILSS work will be evaluated through the SEEDS process, including Principle 8.
- ILSS can apply for one stipend position in their school, except for Department Chair. ILSS are limited to functioning in only one of these positions at a time.

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

C. Effective Educator Coach

An Effective Educator Coach applicant (including Vocational EEC) must have:

- a. Professional Teacher Status
- b. Current DESE Professional Licensure preferred
- c. Maintain 97% attendance rate preferred
- d. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.
- e. And for non-vocational Effective Educator Coaches only, Master’s degree preferred

The Effective Educator Coaches will participate in a comprehensive mentoring program designed to develop leadership capacity and promote teacher retention and sustainability for mentor training in the district. Using an integrative reflective approach, the EEC will learn mentoring strategies and principles, become lead mentors in the school or district and support new teachers in meeting the new Standards for Effective Teaching Practice for the Evaluation of Teachers and Educators. Successful coaches will be eligible to train future coaches for the school or district.

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

D. Elementary Head Teacher

1. The Elementary Head Teacher shall be the Principal's designee in all elementary schools in which there is no assistant principal.
2. The duties of the Head Teacher shall be to make operational decisions in the absence of the Principal, and to monitor student and staff safety.
3. The Head Teacher will respond to any emergencies which may occur in the absence of the Principal, and will contact appropriate Central Office personnel for assistance as required.
4. After three (3) consecutive days, an administrator shall be assigned to the building.
5. A substitute teacher shall be provided whenever the Head Teacher takes over the principal's duties.
6. The Head Teacher shall receive an annual stipend in APPENDIX B5.
7. This shall be a posted position.

E. Teacher of Department

1. Works as part of a team with the Principal, Assistant Principals, and others, as needed, to support positive student behavior in the school. The teacher of department reports to the principal or his/her designee.
2. Provides direct instruction to students who have been identified as needing assistance in appropriate behavior in daily interactions with staff and other students.
3. Works with students and staff to provide a safe learning community by implementing disciplinary policies.
4. Works with parents, students, and staff to ensure successful transition between schools, where appropriate.
5. Works with faculty and students to structure, develop, and support classroom and non-classroom learning including supporting extra-curricular activities, such as assemblies, lunch duty, arrival and dismissal times, and the like.
6. Works with staff to implement the Code of Conduct and conducts conflict resolution activities, as necessary.
7. Serves as liaison to the surrounding community and other area schools about off-campus student safety, behavior, and other student life issues.

8. Collects, organizes, and shares student disciplinary data with school administrators to assist in identifying and/or developing professional development to meet the social, emotional, and behavioral needs of the school.
9. Teachers of Department receive regular teacher pay per APPENDIX A1 and A3.

F. Test Coordinator

1. The Test Coordinator shall have a range of duties associated with preparing and delivering test documents, arranging logistics for school-wide and grade-level testing, communicating with Central Office administrators regarding testing, and communicating internally with school staff.
2. The Test Coordinator is not an interpreter of test data.
3. Each Test Coordinator at a school with 575 or more students shall receive an annual stipend per APPENDIX B5 and a release period each day.
4. Each Test Coordinator at a school with fewer than 575 students shall receive an annual stipend as per APPENDIX B5 and a reduced class load.
5. This shall be a posted position.

G. Vocational Instructional Coach

A Vocational Instructional Coach applicant must have:

- a. Professional Teacher Status
- b. Current DESE Vocational Professional licensure (if no candidate has the Professional License, candidates with another DESE Vocational license may be considered)
- c. Maintain a 97% attendance rate
- d. Exemplary evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.
- e. A minimum of five years of teaching experience.

The Vocational Instructional Coach shall assist all Vocational Teachers with improving their teaching skills, with an emphasis on new teachers. The Vocational Instructional Coach shall share best practices with colleagues at the vocational school and will:

- Mentor, support and guide new teachers in successful classroom management, pedagogy and implementing the Massachusetts Vocational Standards for their shop.
- Work with primarily Non-PTS teachers
- Meet with new teachers as early as possible in the school year to help with their self-assessment, assess their needs and create a plan to help them meet their student learning and professional practice goals.
- Model effective teaching practices

- Observe new teachers in the classroom often and provide feedback.
- Share resources to improve new teacher effectiveness.
- Facilitate new teacher support groups as needed.
- Working with the Vocational PD Committee, organize and deliver professional development for teachers.
- Coordinate support to new teachers with the Effective Educator Coach if there is one.

Article 27 COMPENSATION

A. Basic Salary Schedule

The salaries negotiated for the members of the bargaining unit and their effective dates are set forth in the Appendices which are attached to and made a part of this Agreement.

B. Characteristics of the Basic Salary Schedule for Vocational Teachers

The Schedule is based on education and DESE licensing status. The Schedule embodies the principle of equal pay for equal qualifications and equal licensing. Placement of the Schedule is consistent with Article IV of this Agreement.

Definitions of Levels for Vocational Teachers

1. On Level Voc 1 shall be placed:

Vocational teachers of shop and related courses who do not have a relevant DESE license (Waiver, Emergency License).

2. On Level Voc 2 shall be placed:

Vocational teachers of shop and related courses who hold a Preliminary Vocational Technical License from DESE.

3. On Level Voc 3 shall be placed:

Vocational teachers of shop and related courses who have a Professional Vocational Technical License from DESE.

C. Initial Placement of Vocational Teachers on the Salary Scale

1. Upon employment as a teacher in the Springfield Public Schools, every vocational teacher shall be placed on the salary schedule based on their DESE licensing status as defined in Article 27 B. Vocational teachers appointed to Roger L. Putnam Vocational-Technical Academy or vocational teachers appointed to vocational program offerings in

other high schools shall be given credit for one (1) year of teaching experience for each year of trade experience and/or service/industry training hours up to but not to exceed (12) years of trade experience.

2. Credit Requirements: The District accepts part-time hours and/or hours from multiple employers within a calendar year. Full-time employment is defined as at least 35 hours per week for 48 weeks or 1,680 hours annually. A vocational teacher will receive one (1) year of teaching credit for verified trade experience and/or service/industry training totaling 1,680 hours in a calendar year, whether from one or multiple employers.
3. Verification Letter(s): To verify trade experience and/or service/industry training hours, vocational teachers should submit letter(s) from their employer(s) on company letterhead with the following:
 - Title of position held
 - Daily job responsibilities that correlate with the prospective trade taught
 - Start date(s) – (mm/dd/year)
 - End date(s) – (mm/dd/year) or present
 - Hours worked per week, or hours worked per year
 - Must be signed by the company president, owner, human resources director, or equivalent.
4. Self-Employment Verification: To verify self-employment in the field of license, the vocational teacher should submit a notarized statement attesting to the self-employment along with five pieces of evidence in support of self-employment. Evidence in support of self-employment may include copies of bank statements, invoices or Schedule C from the applicant's federal income tax returns.

D. Characteristics of the Basic Salary Schedule for Academic Teachers

The Schedule is based on degree and creditable years of service. The Schedule embodies the principle of equal pay for equal qualifications and equal service. Placement of the Schedule is consistent with Article IV of this Agreement.

Definitions of Degree Levels for Academic Teachers

1. On Bachelor Level (B) shall be placed:
 - a. Licensed teachers who have earned a Bachelor's degree from an accredited college or university.
 - b. All unlicensed teachers (waiver) with a minimum of a Bachelor's degree.
2. On the Master's Level (M) shall be:

- a. Licensed¹ teachers who have earned a Master's degree from an accredited college or university.
 - b. Licensed teachers who achieve "Master Teacher" status by receiving National Board Certification from the National Board for Professional Teaching Standards, in accordance with and subject to the provisions of the law.
- 3. On Two Masters or CAGS Level (2M/C) shall be:
 - a. Licensed² teachers who have earned a Certificate of Advanced Graduate Studies (CAGS) from an accredited college or university.
 - b. Licensed³ teachers who have earned two Master's degrees in education and/or in their area of licensure and currently teaching in their area of licensure from an accredited college or university.
- 4. On the Doctorate Level (D) shall be:
 - a. Licensed teachers who have earned a Doctorate from an accredited college or university which had accreditation at the time the degree was attained.

E. Initial Placement on the Salary Schedule

- 1. Upon employment as a teacher in the Springfield Public Schools, every academic teacher shall be placed on the salary schedule based on their degree, as defined in Article 27 C, and creditable years of service (not to exceed 12 years); and vocational teachers shall be placed based on their licensure, education, as defined in Article 27 C, and creditable years of related trade experience which will be defined as:

A maximum of twelve (12) full school years of creditable teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university. Full credit for teaching experience in other school systems is granted only when the school year is at least thirty-six (36) weeks in length. Recognition of previous experience is based only on a full school year of continuous teaching service in one (1) or more school systems.

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

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

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

Vocational Teachers appointed to the Roger L. Putnam Vocational-Technical Academy shall be given credit for one (1) year of teaching experience for each year of trade experience up to but not to exceed twelve (12) years of trade experience

2. Substitute teaching in the Springfield Public Schools may be counted for experience credit.

In the event that the person is hired as a teacher, successful completion of ninety-one (91) school days of substitute teaching in an individual school year in the Springfield Public Schools will be recognized for placement on the salary schedule. Substitute teaching in other school systems, regardless of length of service, shall not be credited as experience on the salary schedule.

3. Special subject teachers (Counselors, Speech Therapists, Visual and Hearing Impaired, etc.) will be given credit on the salary schedule for previous experience that is full time and continuous in the specific subject field for which they have been hired.
4. Teachers who have completed an assignment of two (2) years in the Peace Corps and who are appointed to serve as teachers in the Springfield Public Schools will be granted two (2) years of experience credit.
5. Credit for service in the armed forces shall be given on the basis of one (1) year of experience credit for each ten (10) months in military service. No credit will be allowed over thirty (30) months or three (3) years and no fractional parts of years will be credited. This does not preclude giving full credit if the armed service assignment was all educational work directly related to the position for which the teacher has been hired.
6. Whatever the credit allowed for experience or training when a staff member enters the system and whatever the salary fixed at that time, such credit and such salary stand as final, subject to adjustment only upon the approval of the Superintendent of Schools.
7. A teacher selected as a Pupil Services Leader will be placed on the Pupil Services Leader salary schedule (APPENDIX A2) at a salary that is at least four percent (4%) higher than his/her current salary.
8. A teacher selected as an Instructional Leadership Specialist will be placed in the Instructional Leadership Specialist salary schedule (APPENDIX A2) at a salary that is at least seven percent (7%) higher than his/her current salary.
9. A teacher selected as a Vocational Instructional Coach will be placed on the PSL scale (appendix A2) at a salary at least 4% higher than their current salary.

F. Earned Creditable Years of Service Increments

1. For the purposes of determining earned creditable years of service increments, teachers serving more than one half (1/2) of a school year will advance a step on the salary schedule the following September. Salary increments are not automatic. They are granted only when there is a continuation of a high standard of teaching or demonstrated improvement in efficiency of service (not rated Unsatisfactory overall) as determined in accordance with Article 21 B of this Agreement - Evaluation of Teachers.
2. Ordinary periods of absence shall be included in computing amounts of service. Periods of absence on leave shall not be included in such computation unless otherwise agreed to between the Association and the School Committee.

G. Basis for Advancement in Degree Status

1. A request for advanced salary rating must:
 - a. Bear the approval of the Superintendent or designee.
 - b. Include official transcripts indicating degree obtained.
 - c. Vocational instructors must provide documentation supporting advancement request.
 - d. Be filed with Human Resources on the forms provided.
2. The timeline for filing requests for advancement on the salary schedule is as follows:
 - a. To advance on the salary schedule for the first official scheduled teacher workday of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before September 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after September 20th is not considered until the following February for a pro rata advancement on February 1.
 - b. To advance on February 1st of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before February 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after February 20th is not considered until the following September for advancement for the first official scheduled teacher workday in the following school year.
 - c. After September 20th or February 20th, the salaries of teachers are not changed during the current year except to correct a clerical error, or an error fixing a salary inconsistent with the terms of whatever

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

- d. If a vocational instructor is transferred from teaching shop and/or related courses to any academic teaching position, he/she will be reclassified to the preparation level which his/her academic training warrants.
- e. A formal written appeal may be made to the Superintendent of Schools where courses or plans of studies warrant an exception to the above listed criteria contained in this Article. The Superintendent shall have the final say with respect to such appeals.

H. Method and Time of Salary Payment

1. The first paycheck of the school year will be issued on the Friday of the first district bi-weekly payroll after the teachers' regular work year begins.
2. If a teacher leaves or dies during the school year, he, or his estate, shall be entitled to a prorated share of his full salary based on his period of service in relation to the number of days school is in session during the school year, minus the compensation already paid.
3. Itinerant teachers and specialists may designate a school at which their payroll advices will be delivered or they may have their payroll advices held at the Payroll Department.
4. The employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks' notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employee's pay earned during the pay period
5. The parties agree to give employees the option to receive their annual base pay over a 26 pay period cycle (in place of the standard 22 pay period cycle). Employees will automatically be placed on the 22 pay period cycle. Employees must obtain and complete "Unit A Paycheck Options Form" which is available at the Payroll Department within Central Office if they wish to change to the 26 pay period cycle. This form must be completed and returned to the Payroll Department by July 31 in order to activate this change. In the event of a year with 27 pay periods, the S.E.A. will have the option to request that the district distribute their members annual pay over 23 and 27 pay period cycles in order to avoid teachers not receiving a paycheck during one of the pay periods.

- a. The following deductions are the only deductions which can be taken from the four (4) summer paychecks.
 - (1) Federal Income Tax Withholding
 - (2) State Income Tax Withholding
 - (3) MED-TAX
 - (4) Massachusetts Teacher Retirement
 - (5) Compensation adjustments
- b. Distribution of Checks
 - (1) The employees have the following option
 - a. Direct Deposit
 - b. Crediting a debit card if the employee does not have a bank account (pursuant to Art. 27.G.4 above)."
 - (2) Separate paychecks will continue to be issued during summer for any additional pay due to employee for summer activities.

I. Extracurricular Activities

1. Athletics

- a. All regular season game schedules will be developed, finalized, and approved by the Director of Athletics.
- b. Whenever a team is selected for tournament play, the Head (Varsity) Coach must participate in all practices and/or scouting assignments and games related to his/her team's tournament play. No coach other than the Head (Varsity) Coach is required to participate in the tournament play.
- c. When a team, both girls' and boys,' in each of the sports set forth in the Appendices that are attached to and made a part of this Agreement, is selected for tournament play, each Assistant Coach, including Junior Varsity and Freshman, must notify the Director of Athletics, in writing, if they wish to participate in tournament play. This written notification is to be sent to the Director of Athletics prior to the completion of that school's last regularly scheduled season game for that school's team, either girls' or boys,' for that sport. The written notification must be received by the Director of Athletics no later than two (2) school days before the completion of the last regularly scheduled season game by the Springfield Public Schools' teams, both girls' and boys', for that sport. Following consultation with the Head (Varsity) Coach, the Director of Athletics will be responsible for approving each Assistant Coach's, including Varsity and Freshman, participation in tournament play. Prior to the start of tournament practice and/or scouting assignment and tournament games, Assistant Coaches must be notified, in writing, by the Director of Athletics as to whether or not they have been selected to participate in tournament

play. If approved, each Assistant Coach, including Junior Varsity and Freshman, will be required to participate in practices and/or scouting assignments and tournament games.

- d. Coaches shall receive compensation in addition to the stipends contained in Appendix B1 & B2 for post-season games, including New England tournaments. Compensation for post-season games will begin on the day following the last regularly scheduled game as set forth in the Appendices attached to this Agreement.
- e. Compensation will not be granted for practices that occur following the completion of the last regularly scheduled season game if the team is not selected for post-season play at the conclusion of the regular season as determined by M.I.A.A.
- f. In any sport set forth in the Appendices that requires an individual team tournament as prerequisite to qualify for a state tournament, compensation will begin from the date that the team or individual(s) qualifies for said tournament (i.e., swimming, diving, indoor and outdoor track, cross country, tennis, and golf).
- g. Assistant Coaches at the high schools shall be paid at each step 68% of the Head Coach's salary at Steps 1, 2, and 3.

2. Non-Athletics

- a. Salaries for extracurricular activities are set forth in the Appendices B. 3 & 4 which are attached to and made a part of this Agreement.
- b. There shall be two (2) class advisors for each class at each high school, and each will be paid according to the amount specified in the APPENDIX B3. If, however, there is a vacancy, then the single advisor shall be paid according to the amount specified in the APPENDIX B3.
- c. **Secondary Schools:** A teacher may petition the SCDM at his/her school for the addition and funding of a new club. Upon approval by the SCDM, it will be sent to the Superintendent for review. Upon the Superintendent's review and approval, it will be submitted to the School Committee for final approval, subject to funding. A decision by the SCDM, Superintendent or School Committee denying the addition and/or funding of a new club shall not be subject to the grievance/arbitration procedure.

J. Required Teaching Before and/or After the Regular School Year

Any teacher required to work before and/or following the close of the school year shall be compensated at a pro rata annual salary. This does not apply to summer school or to workshops for which teachers make application.

K. 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, a teacher's annual rate of pay will include base salary, critical needs, and longevity.

L. Retirement Allowance

If an employee notifies the Superintendent/Committee and Retirement Board in writing twelve (12) months prior to his retirement, of his intention to retire at a date at least twelve (12) months from the date of such notification, and if such will have been an employee for twenty (20) years at the time of his retirement, such employee shall, during the last twelve (12) months of his employment, be compensated at the maximum rate established within his wage classification bracket in effect at the time of such notification provided that such teacher has been, at the time of such notification, within his current classification for at least two (2) years immediately preceding the date of such notification.

M. Other Salaries – See APPENDIX B

Contractual Hourly Rate

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

Approved Clubs and Activities

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

Teachers as Presenters

Any Unit A member serving as a presenter after regular working hours or during the summer months outside regular work hours shall be paid the Teacher Presenter rate per APPENDIX B5. If preparation time is required to prepare the instructor for performance of his or her assignment, that instructor will be reimbursed at the same hourly rate. Said reimbursement will be limited and shall not exceed one half hour for each hour of instructional time.

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

APPENDIX B5. Said reimbursement will be limited and shall not exceed one half hour for each hour of instructional time.

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

N. Mileage Allowance

Teachers whose use of a personal car for school business is approved by the Superintendent shall be reimbursed for the use of said car at the School Committee approved rate. Records of mileage shall be submitted monthly in the manner required by the Springfield Public Schools.

O. New Positions

If any new positions other than those specified in Article 1 of this Agreement, are established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Association regarding the wages, hours, and conditions of employment for said position.

P. Longevity

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

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

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

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

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

Q. Critical Needs Differential

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

R. School Centered Decision-Making Team

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

S. Speech and Language Pathologists

The School Committee and the Association agree Speech and Language Pathologists (“SLP”) may perform additional work subject to the following conditions:

1. All additional work will be voluntary.
2. The maximum number of clients to receive therapy in each hour is three (3). Subject to review and approval by the Superintendent or his designee, each SLP will exercise his/her professional discretion in determining the actual number of clients to receive therapy in any hour.
3. The hourly rate of pay shall be the amount specified in APPENDIX B5 as Speech and Language Pathologist Hourly Rate. Preparation time is required to prepare the SLP for each client and the SLP will be reimbursed at the same hourly rate. Said reimbursement will be limited to and shall not exceed one half hour for each hour of therapy.
4. Voluntary additional work may be performed during the following times:
 - a. During the summer months when school is not in normal session, at times and places convenient to the SLP and the Superintendent or his designee, but not on holidays, Friday afternoon, Saturday, or Sunday.
 - b. In the afternoon during the normal student school year, SLP may work either one (1) or two (2) additional hours as determined by the Superintendent or his designee. In either case they may work up to four (4) afternoons per week but in any event not on Friday. This work in the afternoon will occur only after the completion of the SLPs' normal workday. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.
 - c. In the morning prior to the start of the SLPs' normal workday, they may work one (1) additional hour. They will work and be paid only on regularly scheduled school days and not on days when school is cancelled.

T. Officer Teachers

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

Each non-commissioned officer teacher will receive the stipend detailed in APPENDIX B 6 of the Agreement. The R.O.T.C. Officer teacher must submit to the Principal at the start of each school year a schedule of events, activities, and ceremonies in which all non-commissioned R.O.T.C. teachers are expected to participate. Additions to the annual schedule are to be given to the Principal as soon as possible.

If the R.O.T.C. Officer teacher voluntarily fully participates in the schedule of events, activities and ceremonies describe above, then he/she shall also receive the stipend detailed in Appendix B 6 of the Agreement.

U. Travel Expenses

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

V. Timesheet

All employees are encouraged to check **TCP** weekly for the accuracy of their attendance and payroll information. In the event that any information is inaccurate they should immediately notify the clerk at their school and the Payroll Department by email.

**Article 28
REDUCTION IN FORCE PROCEDURE**

This Article Applies Only to Teachers with Professional Status

- A. If the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth, to make such decisions that a reduction in the number of teachers employed is necessary or that a particular type of teaching service should be discontinued, the following policy for reduction in personnel will be used:
- B. Whenever possible, reduction will be accomplished by attrition. If a position becomes vacant it will be eliminated or a qualified teacher will be transferred to that position, in order to lessen the impact of any reduction in force.

C. A teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is qualified to fill.

D. If a further reduction is to take place teachers shall be laid off by discipline. For the purposes of this Article disciplines shall be:

- | | |
|---------------------------------|-------------------------------------|
| 1. Elementary | 18. Environmental Educator |
| 2. English | 19. English Language Learners (ELL) |
| 3. Social Studies | 20. English as a Second Language |
| 4. Science | 21. Visually Impaired |
| 5. Mathematics | 22. Hearing Impaired |
| 6. Music | 23. Speech and Language Pathologist |
| 7. Art | 24. Special Education Teacher |
| 8. Foreign Language | 25. Adjustment Counselors |
| 9. Business Education | 26. School Psychologist |
| 10. Physical Education | 27. Vocational Ed. Counselors |
| 11. Tech Engineering | 28. Evaluation Team Leaders |
| 12. Home & Consumer Sciences | 29. Occupational Therapist |
| 13. Guidance Counselor | 30. Physical Therapist |
| 14. Occupational/Vocational Ed. | 31. Adaptive Physical Educator |
| 15. Reading | 32. Speech and Language Assistant |
| 16. Media Services (Librarians) | 33. Instructional Technology |
| 17. Health | |

Layoffs will be conducted within disciplines based on a teacher's job performance and the best interest of the students, which is defined as follows: the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced, with ratings of Proficient and Exemplary being considered equal. The number of summative evaluations compared will include all of those written for teachers during the past 4 years (not including the year of the layoff). If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the targeted discipline laid off first.

E. A teacher scheduled to be laid off will be allowed to displace a less senior teacher in another discipline under the following limited circumstances:

1. If the teacher scheduled to be laid off is in a discipline that does not have a separate State Department Certification, the teacher will be reviewed if he so chooses, as outlined in Section 4 in the discipline(s) in which the teacher has certification.

OR

2. If a teacher scheduled to be laid off has taught for an entire semester in another discipline during his continuous employment in the Springfield Public Schools, the

teacher will be reviewed if he so chooses as outlined in Section D, in that discipline(s).

3. A teacher may exercise rights under either Section E1 or Section E2 only.
 4. A teacher notified of possible layoff under Section D and wishing to exercise rights under Section E must notify the Superintendent of Schools in writing within ten (10) calendar days of receipt of notification that the teacher desires to exercise such rights. The teacher will clearly indicate in his written request which other discipline(s) the teacher believes he/she has rights to displace under Section E. If the teacher fails to exercise those rights in writing within ten (10) calendar days of his receipt of layoff notification, he loses all rights under Section E.
- F. For the purposes of this Article total time in the Springfield Public Schools in months and days in the bargaining unit shall be used to compute an employee's length of service within any disciplines set forth above. Part-time employees will have their length of service computed as if they were full-time employees. However, effective July 1, 1982, part-time employment will be treated on a pro-rata basis for purposes of determining length of service. (e.g., A teacher working on a half-time basis after July 1, 1982 will earn one-half a year seniority for each full year spent teaching half-time.)
1. Teachers will hold seniority, as above defined, only in the single discipline in which they are teaching on February 1, of a school year. If teaching two or more subjects, the subject in that they devote the majority of their teaching time that year, will determine the single discipline as outlined above. Time spent on any authorized leave of absence will not count as a break in service, and seniority will accumulate during such periods.
 2. Any employee of the Springfield Public Schools who is a member of Bargaining Unit B and returns to this Bargaining Unit A shall have his length of service computed in the following manner: Time spent as a non-tenured Unit B employee up to a maximum of three (3) years shall be forgiven. The remainder of their Unit B service shall be subtracted from their prior Unit A length of service and the difference shall constitute their Unit A length of service upon returning to this Bargaining Unit A. (e.g., An employee taught in Unit A for thirteen (13) years and then went to Unit B. He attained tenure in Unit B after three years and continued in Unit B for four (4) more years, for a total of seven (7) years in Unit B. The three (3) years spent earning tenure in Unit B is not counted. The four (4) years in Unit B after tenure is subtracted from the thirteen (13) years of original Unit A service. Thus, upon returning to Unit A he has nine (9) years of length of service.)

Teachers who are to be laid off will be notified of this fact as soon as possible, but not later than June 1st of the school year preceding the school year in which the reduction in force is to take place.

3. In cases of identical length of service, a lottery system shall be used to determine seniority.

The School Committee agrees to provide the Association with a seniority list by April 1 or prior to the start of the transfer process, whichever is earlier, of each year upon request.

- G. If a position outlined in Article 1 (Recognition) is created or becomes vacant while there are teachers on lay off the following procedure will be followed:
1. If the position is in a discipline where teachers have been laid off, then teachers laid off in that discipline will be given an opportunity to fill that position prior to other applicants, as long as they are certified and qualified. If more than one teacher is laid off in that discipline the opening shall be offered in order of length of service.
 2. If the position is other than a classroom teaching position and is in a discipline in which there has been no lay off, then teachers will first be given the opportunity to fill the position as long as they are certified and qualified. If more than one teacher is laid off, the opening shall be offered in order of length of service if they are certified and qualified.
 3. If there is an open position, and a laid off teacher is certified and qualified for the position, then that teacher will be given the opportunity to fill that opening prior to consideration by other applicants. If more than one teacher on lay off is certified and qualified, the opening shall be offered in order of length of service.
 4. In administering this and subsequent paragraphs, a teacher who has been laid off shall have recall or preference rights only for twenty-four (24) months from the date of the teacher's most recent layoff. After that date, a teacher will have no recall or preference rights, but will be considered if the teacher so indicates, for any openings in the same manner as new applicants. Notwithstanding any other language in this Article to the contrary, a teacher on layoff who refuses two positions in any period prior to the twenty-four (24) months after lay- off will be removed from any consideration for an opening. Such a teacher will be considered as a new applicant for any vacant or created position.
- H. A teacher on layoff will not accrue additional length of service credit or other privileges during the period of this layoff nor will time spent on layoff count toward length of service or other privileges in subsequent layoff. A teacher recalled to service within twenty-four (24) months shall be entitled to all benefits and rights enjoyed prior to layoff.
- I. Teachers on layoff will be called to substitute in areas in which they are qualified to teach, if they choose to be so recorded. In addition, teachers on layoff will be called before other substitutes are called. Teachers called under this provision will receive the same remuneration and benefits afforded other day to day substitutes.

- J. Teachers on layoff shall be permitted to maintain group insurance benefits under terms of the City of Springfield's Group Insurance Plan, during the first eighteen (18) months of the recall period. The teacher desiring to maintain said benefits must pay 100% of the cost of such benefits on a monthly basis.
- K. The provisions of this Article will not be impacted or affected by the district's Affirmative Action Plan.

Article 29
RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS

During the term of this Agreement, the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike or work stoppage. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to the grievance and arbitration procedure.

Article 30
GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established:

A. Definition

1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or violation of the Rules and Regulations of the School Committee.
2. As used in this Article, the term "employee" means (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Association.

B. General Provisions

1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representative in any formal steps of the Grievance Procedure.
2. A grievance as defined in A above must be presented for disposition through the Grievance Procedure within fifteen (15) school days of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.
3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.
4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.

5. Time limits at any step may be extended by mutual agreement.
6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.
7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.
8. The Association shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.
9. Whenever a grievance is presented at any step by the teacher personally, the Association representative shall be given the opportunity to be present and state the views of the Association.

C. Procedures

Step 1 – Informal Discussion

An employee and an Association representative (if the employee so desires) shall first discuss the problem with the school official serving as the employee's immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the employee.

Step 2 – Principal or Immediate Supervisor

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the grievance in writing to the principal or his immediate supervisor. The administrative superior shall meet with the employee within five (5) school days of receipt of the written complaint. At the conference, the employee may be represented by the appropriate Association representative.

The principal or immediate superior shall communicate the decision in writing with copies to the employee and the Association within five (5) school days of the aforesaid conference.

Step 3 – Superintendent of Schools

If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2 to the Superintendent of Schools within five (5) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2.

The Superintendent of Schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint.

The aggrieved employee and the appropriate Association representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the administrators involved at Step 2, who may be present at the conference and state their views.

The Superintendent shall communicate this decision in writing together with the supporting reasons, to the employee and the Association within ten (10) school days after receiving the appeal.

The administrator present at the conference shall also receive a copy of any decision at this level.

Step 4 – Arbitration

If the grievance is not satisfactorily resolved at Step 3, the Association may request that the grievance be referred for arbitration. Notices of intention to request arbitration must be in writing addressed to the School Committee.

Within seven (7) days after such written notice of submission to arbitration, the School Committee and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, then the Association may submit the grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Submission to the American Arbitration Association must be made not later than thirty days following the Superintendent's written decision in STEP 3 above.

The arbitrator shall issue his award not later than thirty (30) days from the date of the close of the hearings or, if oral hearing has been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator's award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted.

The arbitrator shall have no power or authority to make any award which requires the commission of any act prohibited by law or which is inconsistent with the provisions of this Agreement.

The decision of the arbitrator shall be binding upon the School Committee, the Association, and the aggrieved teacher.

Fees and expenses of the arbitrator shall be shared equally by the School Committee and the Association.

The Committee agrees that it will apply to all substantially similar situations the decision of any arbitrator sustaining a grievance, and the Association agrees that it will not bring or

continue, and that it will not represent any employee in, any grievance which is substantially similar to the grievance denied by the decision of an arbitrator.

Article 31

LABOR MANAGEMENT COMMITTEES and STUDY-TEAMS

The Parties have agreed during the course of negotiations to the formation of various Joint Labor Management Committees, as outlined in more detail below (Sections A – F). Any contractual changes that would result from the work of any of these Joint Labor Management Committees will require ratification by the Union and the School Committee.

A. Pre-K Joint Labor Management Committee

The Parties have agreed to the formation of a PRE-K Joint Labor Management Committee to discuss ongoing Universal Pre-K issues. The JLMC shall consist of a balanced number of representatives of the District Administration and District Educators.

B. Paid Family Medical Leave Joint Labor Management Committee

The Parties have agreed to the formation of a Paid Family Medical Leave Joint Labor Management Committee to study issues surrounding opting into the PFML plan and to take other steps as may be determined to be advisable, including communicating with City decision-makers.

C. Caseload Joint Labor Management Committee

The Parties have agreed to the formation of a Caseload Joint Labor Management Committee to continue the work of the bargaining subcommittee to determine reasonable caseloads for Related Services educators, including the possibility of weighted caseload. The Committee can continue the subcommittee discussions around counselor caseloads and around related service provider job descriptions.

D. Mava Course Joint Labor Management Committee

The Parties have agreed to the formation of a MAVA Course Joint Labor Management Committee to determine ways to make MAVA courses available more readily to staff, to include a consideration of bringing these courses on-site within the Springfield Public Schools; working in collaboration with other vocational schools/districts with vocational schools to coordinate efforts to arrange for MAVA courses to be offered to combined staff groups from various schools/districts; determining what the requirements are for the Springfield Public Schools to become eligible to host such MAVA courses; and any other issues deemed relevant by the Parties. The JLMC will also consider the impact of the ongoing lack of professional hands-on testing on educators' ability to reach the Voc 2 level. Any recommendations from the JLMC would be presented to both sides and

would be subject to ratification by the Parties to the extent such recommendations result in the addition of contract language.

E. Year Round Compensation Study Committee

The Parties have agreed to the formation of a Year Round Compensation Study Committee to meet to address the issue of year round Unit A salaries and making agreed recommendations as warranted.

F. Stipend Study Committee

The Parties further agreed to the formation of a Joint Labor Management Committee to meet during the 2025/2026 school year to consider the structure of these appendices; the possibility of new positions to be added to these appendices; and compensation levels for the positions included in these appendices.

G. Labor/Management Study Teams

The Parties agree to establish Study Teams consisting of equal representation from the Springfield Public Schools and the Springfield Education Association. The Study Teams will meet on a regular basis to establish an order of priority of issues to be addressed. The Parties anticipate that more than one (1) Study Team may be operational at any given time during the school year and the work of the Study Team will be ongoing according to a schedule to be mutually developed by the members of each Study Team. Teachers serving on the Study Team will be compensated at the established workshop hourly rate for any work performed beyond the regular school day.

The work of the Study Teams will result in developing and implementing system-wide processes and procedures to improve the academic and social progress of students with specific educational needs (e.g., Special Education, English language learners, and underperforming students). A specific focus of the work will center on developing strategies to respond to the social/emotional/behavioral issues that prevent student learning from occurring in an educationally sound manner.

The Springfield Public Schools will provide staff support to the Study Teams and will be responsible for the production and dissemination of the initial, interim, and final reports. Draft reports on each issue will be presented to the Study Teams for their review and input. Actual meetings of the Study Teams will be scheduled to review the initial and interim Draft reports and to solicit input and ideas from the Team members. Each Study Team will submit a Final Draft report to the respective Collective Bargaining Teams for their review at least thirty (30) school days prior to the final regularly scheduled meeting of the Springfield School Committee for that school year. A final report will then be submitted to the Superintendent of Schools, the Springfield School Committee, and the President of the Springfield Education Association.

Article 32 COLLABORATION

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

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

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

Article 33 WORKSHOPS

The School Committee and the Association agree that when teachers are approved to participate in workshops for the implementation of educational programs they shall be compensated, and all costs shall be paid by the Springfield Public Schools. If the workshop occurs during normal work hours on a regularly scheduled workday, they shall receive their regular compensation and shall not receive any additional pay. If the workshop occurs after normal work hours and/or not on a regularly scheduled day and takes place on or “off site,” teachers shall be paid the Contract Hourly Rate in accordance with APPENDIX B5.

Article 34 MENTOR PROGRAM

The purpose of mentoring is to provide guidance, resources, and support for the participating teacher (mentee). For the beginning teacher, this relationship will help make their induction to teaching smooth and successful.

Mentoring is most successful when both parties have a working relationship based on mutual respect, trust, a clear understanding of the goals and purpose of the program, and a commitment to developing confident and effective teachers.

The result of our mentoring program will be the increased effectiveness of participating teachers in implementing strategies and techniques of teaching. As a result, they will become reflective teachers and, therefore, lifelong learners in the art of teaching.

Based on our mission statement, confidentiality becomes a crucial issue with which to deal when building a relationship based on mutual respect and trust. All communications and knowledge gained (except illegal acts) must be considered confidential between the mentor and participating teacher.

Mentors are coaches. This approach involves a confidential process through which teachers share expertise and provide collegiality, technical assistance, feedback, and support during experimentation with new practices. (Adapted from Joyce and Showers, 1982) Mentors will not discuss the participating teacher's teaching performance with anyone other than the participating teacher, including school and district administrators.

Mentor teachers are not evaluators. The mentor's assessment of a participating teacher's performance will not be used in the teacher's evaluation.

Article 35

SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

Article 36

CHAPTER 656

This collective bargaining agreement shall be subject to, and incorporate the provisions of, Section 6 of Chapter 656 of the Acts of 1989, as amended, so long as said Section 6 shall require that all collective bargaining agreements entered into by the City or Springfield Public Schools be subject to and incorporate the provisions of said Section 6.

Article 37

DURATION

Except as otherwise specified in this Agreement or attached Appendices, this Agreement shall be effective as of July 1, 2024 and shall continue and remain in full force and effect until June 30, 2025, and shall continue in effect thereafter for a three-year contract duration from July 1, 2025 through June 30, 2028. The parties agree that not later than October, 2027 they shall enter into negotiations for a successor agreement to become effective as of July 1, 2028.

**Article 38
AMENDMENTS**

This Agreement may be amended only by mutual and voluntary written consent of the parties and by no other manner whatsoever.

No Amendment shall be binding upon the parties until it has been duly executed in writing by the Committee and the Association.

SIGNED:

For the Springfield School Committee

Domenic Sarno, Mayor and Chair

LaTonia Monroe-Naylor, Vice Chair

For the Springfield Education Association

Riley Hernandez, President

Michael Przybylek, Bargaining Chair

Brenda Dunn, Vice President

Appendix A1a
2024-2025
Academic Teacher Salary Scale

SY 2024-2025 (New scale)

Step	B	M	2M/C	D
1	52,697	57,340	57,440	57,540
2	54,566	59,668	59,768	59,868
3	56,889	62,168	62,268	62,368
4	59,055	64,213	64,313	64,413
5	61,204	66,592	66,692	66,792
6	63,373	68,792	68,892	68,992
7	65,829	71,098	71,198	71,298
8	67,850	73,528	73,628	73,728
9	70,788	76,223	76,323	76,423
10	72,090	78,813	78,913	79,013
11	73,366	81,880	81,980	82,080
12	74,905	85,073	85,173	85,273

Placement is based on years of creditable service (step) and degree.

2M/C placement only with 2 Master's degrees in education and/or licensed subject or CAGS.

NOTE: Employees who are red circled (off scale) will receive a 3.5 % increase.

Retroactivity: The 2024-2025 salary increase will be paid retroactive to July 1, 2024. Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the Springfield Public Schools, or who retired prior to the date the Agreement is executed.

Appendix A1a
2025-2028
Academic Teacher Salary Scales

increase		3.50% SY 2025-2026			
Step	B	M	2M/C	D	
1	54,541	59,347	59,450	59,554	
2	56,475	61,756	61,860	61,963	
3	58,880	64,344	64,448	64,551	
4	61,122	66,461	66,564	66,668	
5	63,346	68,923	69,026	69,130	
6	65,591	71,200	71,304	71,407	
7	68,133	73,587	73,690	73,794	
8	70,224	76,102	76,205	76,309	
9	73,266	78,890	78,994	79,097	
10	74,613	81,572	81,675	81,779	
11	75,934	84,746	84,849	84,953	
12	77,526	88,051	88,154	88,258	

3.50%		SY 2026-2027		
Step	B	M	2M/C	D
1	56,450	61,424	61,531	61,638
2	58,452	63,918	64,025	64,132
3	60,941	66,596	66,703	66,810
4	63,261	68,787	68,894	69,001
5	65,563	71,335	71,442	71,549
6	67,887	73,692	73,799	73,906
7	70,518	76,162	76,269	76,377
8	72,682	78,766	78,873	78,980
9	75,830	81,652	81,759	81,866
10	77,225	84,427	84,534	84,641
11	78,592	87,712	87,819	87,926
12	80,240	91,132	91,239	91,347

Increase		3% SY 2027-2028			
Step	B	M	2M/C	D	
1	58,144	63,267	63,377	63,487	
2	60,206	65,835	65,945	66,056	
3	62,769	68,594	68,704	68,815	
4	65,159	70,851	70,961	71,071	
5	67,530	73,475	73,585	73,696	
6	69,923	75,903	76,013	76,123	
7	72,633	78,447	78,557	78,668	
8	74,863	81,129	81,239	81,349	
9	78,105	84,101	84,211	84,322	
10	79,542	86,959	87,070	87,180	
11	80,950	90,343	90,453	90,564	
12	82,647	93,866	93,977	94,087	

Placement is based on years of creditable service (Step) and degree.

2M/C placement only with 2 master's degrees in education and/or licensed subject or CAGS.

Appendix A1b
2024-2025
Vocational Teacher Salary Scale

VOC SY 2024-2025 (New scale)

Step	VOC1	VOC2	VOC3
1	\$ 52,702	\$ 55,000	\$ 57,395
2	\$ 54,571	\$ 56,925	\$ 59,725
3	\$ 56,894	\$ 58,917	\$ 62,228
4	\$ 59,061	\$ 60,979	\$ 64,276
5	\$ 61,209	\$ 63,114	\$ 66,656
6	\$ 63,379	\$ 65,323	\$ 68,859
7	\$ 65,835	\$ 67,609	\$ 71,167
8	\$ 67,856	\$ 69,975	\$ 73,600
9	\$ 70,795	\$ 72,424	\$ 76,296
10	\$ 72,097	\$ 74,959	\$ 78,889
11	\$ 73,373	\$ 77,583	\$ 81,959
12	\$ 74,912	\$ 80,298	\$ 85,155

Placement is based on licensure status
VOC1: waiver; VOC2: preliminary; VOC3:
Professional

Retroactivity: The 2024-2025 salary increase will be paid retroactive to July 1, 2024. Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the Springfield Public Schools, or who retired prior to the date the Agreement is executed.

Appendix A1b
2025-2028
Vocational Teacher Salary Scales

3.50% SY 2025-2026			
Step	VOC1	VOC2	VOC3
1	54,547	56,925	59,404
2	56,481	58,917	61,816
3	58,885	60,979	64,406
4	61,128	63,114	66,525
5	63,351	65,323	68,989
6	65,597	67,609	71,269
7	68,139	69,975	73,658
8	70,231	72,424	76,175
9	73,273	74,959	78,967
10	74,620	77,583	81,650
11	75,941	80,298	84,828
12	77,534	83,109	88,135

3.50% SY 2026-2027			
Step	VOC1	VOC2	VOC3
1	56,456	58,917	61,483
2	58,458	60,979	63,979
3	60,946	63,114	66,661
4	63,268	65,323	68,854
5	65,569	67,609	71,404
6	67,893	69,975	73,763
7	70,524	72,424	76,236
8	72,689	74,959	78,842
9	75,837	77,583	81,730
10	77,232	80,298	84,508
11	78,599	83,109	87,797
12	80,248	86,018	91,220

3.00% SY 2027-2028			
Step	VOC1	VOC2	VOC3
1	58,149	60,685	63,328
2	60,212	62,809	65,899
3	62,775	65,007	68,660
4	65,166	67,282	70,919
5	67,536	69,637	73,546
6	69,930	72,075	75,976
7	72,640	74,597	78,523
8	74,870	77,208	81,207
9	78,112	79,910	84,182
10	79,549	82,707	87,043
11	80,957	85,602	90,430
12	82,655	88,598	93,957

Appendix A2
2024 – 2025
Instructional Leadership Specialists (ILS),
Psychologists, Autism Specialists with BCBA Certification
Pupil Services Leaders (PSL),
Speech and Language Pathologists (SLP)
Salary Scales

SY 2024-2025 (New scale)

Step	PSL/SLP/OT/PT/ Autism Specialist w/BCBA	PSY	ILS	ILS CN
1	\$ 74,454	\$ 76,503	\$80,878	\$ 85,085
2	\$ 76,313	\$ 78,415	\$82,900	\$ 87,212
3	\$ 78,222	\$ 80,373	\$84,973	\$ 89,391
4	\$ 80,178	\$ 82,382	\$87,098	\$ 91,978
5	\$ 82,185	\$ 84,445	\$89,273	\$ 93,914
6	\$ 84,238	\$ 86,558	\$92,161	\$ 96,265
7	\$ 86,344	\$ 88,719	\$93,336	\$ 98,917
8	\$ 88,506	\$ 90,936	\$95,668	\$101,637
9	\$ 90,718	\$ 93,212		
10	\$ 92,985	\$ 95,540		
11	\$ 95,309	\$ 97,929		
12	\$ 97,690	\$100,376		

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

Retroactivity: The 2024-25 salary increases will be paid retroactive to July 1, 2024. Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the Springfield Public Schools, or who retired prior to the date the Agreement is executed

APPENDIX A2 (Continued)

2025-2028

Instructional Leadership Specialists (ILS)

Psychologists

Autism Specialists with BCBA Certification

Pupil Services Leaders (PSL)

Speech and Language Pathologists (SLP)

Occupational and Physical Therapists (OT/PT)

Salary Scales

Increase	3.50%	SY 2025-2026		
Step	PSL/SLP/OT/PT/ Autism Specialist w/BCBA	PSY	ILS	ILS CN
1	\$ 77,059	\$ 79,181	\$83,708	\$ 88,063
2	\$ 78,984	\$ 81,159	\$85,801	\$ 90,265
3	\$ 80,960	\$ 83,186	\$87,947	\$ 92,519
4	\$ 82,985	\$ 85,266	\$90,146	\$ 95,197
5	\$ 85,061	\$ 87,400	\$92,398	\$ 97,201
6	\$ 87,186	\$ 89,588	\$95,387	\$ 99,634
7	\$ 89,366	\$ 91,824	\$96,602	\$102,379
8	\$ 91,604	\$ 94,118	\$99,017	\$105,195
9	\$ 93,893	\$ 96,474		
10	\$ 96,240	\$ 98,884		
11	\$ 98,645	\$101,357		
12	\$ 101,110	\$103,889		

Increase	3.50%	SY 2026-2027		
Step	PSL/SLP/OT/PT/ Autism Specialist w/BCBA	PSY	ILS	ILS CN
1	\$ 79,757	\$ 81,952	\$ 86,638	\$ 91,145
2	\$ 81,748	\$ 84,000	\$ 88,804	\$ 93,424
3	\$ 83,794	\$ 86,098	\$ 91,025	\$ 95,757
4	\$ 85,889	\$ 88,250	\$ 93,301	\$ 98,529
5	\$ 88,038	\$ 90,459	\$ 95,632	\$100,603
6	\$ 90,237	\$ 92,723	\$ 98,725	\$103,121
7	\$ 92,494	\$ 95,038	\$ 99,983	\$105,962
8	\$ 94,810	\$ 97,412	\$102,482	\$108,876
9	\$ 97,180	\$ 99,851		
10	\$ 99,608	\$102,345		
11	\$ 102,097	\$104,904		
12	\$ 104,648	\$107,525		

Increase	3%	SY 2027-2028		
Step	PSL/SLP/OT/PT/ Autism Specialist w/BCBA	PSY	ILS	ILS CN
1	\$ 82,149	\$ 84,411	\$ 89,237	\$ 93,880
2	\$ 84,201	\$ 86,520	\$ 91,468	\$ 96,227
3	\$ 86,308	\$ 88,680	\$ 93,756	\$ 98,630
4	\$ 88,466	\$ 90,898	\$ 96,100	\$101,485
5	\$ 90,679	\$ 93,173	\$ 98,501	\$103,622
6	\$ 92,944	\$ 95,505	\$101,687	\$106,215
7	\$ 95,269	\$ 97,889	\$102,983	\$109,141
8	\$ 97,654	\$100,335	\$105,557	\$112,143
9	\$ 100,095	\$102,846		
10	\$ 102,596	\$105,415		
11	\$ 105,160	\$108,051		
12	\$ 107,788	\$110,751		

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

Appendix A3
ANNUAL INCREASES AND ADDITIONAL INCREMENTS

Red Circle Annual Increases

Employees who had salaries that as of July 1, 2021 were greater than the new regular salary scale, or would not have received at least a 2.25% increase by moving to the regular salary scale, will have their base salaries “grandfathered” and will be referred to as Red Circled. These Red Circled employees will receive the following cost-of-living increases to their base pay.

FY2025 (school year 2024-2025)	3.5%
FY2026 (school year 2025-2026)	3.5%
FY2027 (school year 2026-2027)	3.5%
FY 2028 (school year 2027-2028)	3.0%

ADDITIONAL INCREMENTS TO THE BASE SALARY

Longevity

15 Year Longevity	\$2,000 (cumulative years of creditable service in SPS Unit A)
20 Year Longevity	\$3,000 (cumulative years of creditable service in SPS Unit A)
25 Year Longevity	\$4,000 (cumulative years of creditable service in SPS Unit A)
30 Year Longevity	\$4,200 (cumulative years of creditable service in SPS Unit A)

Effective July 1, 2021 current employees who were on step 12 or higher in 2006 and who did not have step advancement in 2006 (limited to the list of specific employees agreed to between the School Committee and the SEA-not to exceed 195 employees and attached hereto as Exhibit A) and have consistently and without interruption remained as a teacher for the District since January 1, 2006 will have an annual \$6,000.00 longevity payment, in lieu of any other longevity benefit, referenced in the contract that the employee may be eligible for. The Parties have maintained a list of eligible employees and no other employees will be eligible for this benefit.

Critical Needs

\$2,000 - \$10,000 (see SPS website for critical needs areas)
SPS website for critical needs areas)

Retroactivity

The new longevity payments will be paid retroactive to July 1, 2024. Any retroactive wage increase will only be applicable to those employees who worked during the particular year and who continue to be employed by the Springfield Public Schools, or who retired prior to the date the Agreement is executed

Appendix B

Extra-Curricular Activities

A. General Notes

1. The salaries are listed as Step 1, Step 2, Step 3. A person will be paid at Step 1 during the first year that he/ she supervises the activity. During the second year that he/she supervises the activity, he/she will be on Step 2. Beginning the third year, he/she will be on Step 3.
2. Participation in the above listed extra-curricular activities will be voluntary. If qualified volunteers are not available for any activity, the principal may request the services of a member of the school staff.
3. Payment of services rendered for a part of a year or part of an activity shall be pro-rated on the portion of the activity rendered.

Appendix B1 – Senior High School Sports

		FY25	FY26	FY27	FY28
Football Head	step 1	4,444	4,578	4,715	4,857
Football Head	step 2	5,071	5,223	5,379	5,541
Football Head	step 3	5,653	5,822	5,997	6,177
Basketball Head	step 1	3,731	3,843	3,958	4,077
Basketball Head	step 2	4,242	4,369	4,500	4,635
Basketball Head	step 3	4,731	4,873	5,019	5,169
Lacrosse Head	step 1	3,515	3,621	3,729	3,841
Lacrosse Head	step 2	3,864	3,979	4,099	4,222
Lacrosse Head	step 3	4,195	4,321	4,451	4,584
Baseball Head	step 1	3,095	3,188	3,284	3,382
Baseball Head	step 2	3,537	3,643	3,752	3,865
Baseball Head	step 3	3,893	4,010	4,131	4,254
Gymnastics	step 1	2,969	3,059	3,150	3,245
Gymnastics	step 2	3,260	3,358	3,458	3,562
Gymnastics	step 3	3,776	3,889	4,006	4,126
Hockey	step 1	2,973	3,062	3,154	3,248
Hockey	step 2	3,337	3,437	3,540	3,647
Hockey	step 3	3,733	3,845	3,960	4,079
Soccer Head	step 1	3,191	3,287	3,385	3,487
Soccer Head	step 2	3,480	3,585	3,692	3,803
Soccer Head	step 3	3,850	3,966	4,085	4,207
Softball Head	step 1	3,020	3,111	3,204	3,300
Softball Head	step 2	3,465	3,569	3,676	3,786
Softball Head	step 3	3,811	3,925	4,043	4,164
Swimming	step 1	2,969	3,059	3,150	3,245
Swimming	step 2	3,222	3,318	3,418	3,521
Swimming	step 3	3,604	3,712	3,823	3,938
Track	step 1	3,070	3,163	3,257	3,355
Track	step 2	3,364	3,465	3,569	3,676
Track	step 3	3,716	3,828	3,943	4,061
Volleyball	step 1	2,969	3,059	3,150	3,245
Volleyball	step 2	3,222	3,318	3,418	3,521
Volleyball	step 3	3,633	3,742	3,854	3,970

		FY25	FY26	FY27	FY28
Wrestling	step 1	3,163	3,258	3,356	3,456
Wrestling	step 2	3,499	3,604	3,712	3,823
Wrestling	step 3	3,839	3,954	4,073	4,195
Football Asst.	step 1	2,736	2,818	2,902	2,989
Football Asst.	step 2	3,037	3,129	3,222	3,319
Football Asst.	step 3	3,367	3,468	3,572	3,679
Baseball Asst.	step 1	1,897	1,954	2,013	2,073
Baseball Asst.	step 2	2,114	2,177	2,242	2,310
Baseball Asst.	step 3	2,449	2,523	2,599	2,676
Basketball Asst.	step 1	2,332	2,402	2,474	2,548
Basketball Asst.	step 2	2,588	2,666	2,746	2,828
Basketball Asst.	step 3	2,876	2,962	3,051	3,142
Lacrosse Asst.	step 1	2,083	2,145	2,209	2,276
Lacrosse Asst.	step 2	2,272	2,340	2,411	2,483
Lacrosse Asst.	step 3	2,477	2,551	2,628	2,707
Cross Country	step 1	2,195	2,261	2,329	2,398
Cross Country	step 2	2,375	2,446	2,520	2,595
Cross Country	step 3	2,632	2,711	2,792	2,876
Volleyball Asst.	step 1	1,857	1,913	1,970	2,029
Volleyball Asst.	step 2	2,112	2,175	2,240	2,307
Volleyball Asst.	step 3	2,449	2,523	2,599	2,676
Faculty Equipment Mgr.					
1-14 Teams	step 1	1,857	1,913	1,970	2,029
1-14 Teams	step 2	2,112	2,175	2,240	2,307
1-14 Teams	step 3	2,449	2,523	2,599	2,676
15-25 Teams	step 1	2,969	3,059	3,150	3,245
15-25 Teams	step 2	3,222	3,318	3,418	3,521
15-25 Teams	step 3	3,604	3,712	3,823	3,938
26 plus Teams	step 1	3,796	3,909	4,027	4,147
27 plus Teams	step 2	4,303	4,432	4,565	4,702
28 plus Teams	step 3	4,981	5,131	5,284	5,443

		FY25	FY26	FY27	FY28
Golf	step 1	1,959	2,018	2,078	2,141
Golf	step 2	2,155	2,219	2,286	2,355
Golf	step 3	2,449	2,523	2,599	2,676
Hockey Asst.	step 1	1,857	1,913	1,970	2,029
Hockey Asst.	step 2	2,112	2,175	2,240	2,307
Hockey Asst.	step 3	2,449	2,523	2,599	2,676
Soccer Asst.	step 1	2,014	2,074	2,136	2,200
Soccer Asst.	step 2	2,158	2,223	2,289	2,358
Soccer Asst.	step 3	2,449	2,523	2,599	2,676
Softball Asst.	step 1	1,864	1,920	1,978	2,037
Softball Asst.	step 2	2,112	2,175	2,240	2,307
Softball Asst.	step 3	2,449	2,523	2,599	2,676
Indoor Track	step 1	2,969	3,059	3,150	3,245
Indoor Track	step 2	3,222	3,318	3,418	3,521
Indoor Track	step 3	3,604	3,712	3,823	3,938
Tennis	step 1	2,099	2,162	2,227	2,294
Tennis	step 2	2,268	2,336	2,406	2,478
Tennis	step 3	2,540	2,616	2,695	2,776
Track Asst.	step 1	1,857	1,913	1,970	2,029
Track Asst.	step 2	2,112	2,175	2,240	2,307
Track Asst.	step 3	2,449	2,523	2,599	2,676
Wrestling Asst.	step 1	1,951	2,009	2,070	2,132
Wrestling Asst.	step 2	2,112	2,175	2,240	2,307
Wrestling Asst.	step 3	2,449	2,523	2,599	2,676
Cheerleading (season)	step 1	2,207	2,274	2,342	2,412
Cheerleading (season)	step 2	2,636	2,715	2,796	2,880
Cheerleading (season)	step 3	2,975	3,064	3,156	3,250
Intramurals: Per session- (30)	step 1	30.99	31.92	32.88	33.87
Intramurals: Per session- (30)	step 2	32.15	33.11	34.10	35.13
Intramurals: Per session- (30)	step 3	33.30	34.30	35.33	36.39

Appendix B2 – Middle School

		FY25	FY26	FY27	FY28
Football Head	step 1	1,550	1,597	1,645	1,694
Football Head	step 2	1,824	1,879	1,935	1,993
Football Head	step 3	2,181	2,246	2,313	2,383
Football Asst.	step 1	1,186	1,221	1,258	1,295
Football Asst.	step 2	1,824	1,879	1,935	1,993
Football Asst.	step 3	2,181	2,246	2,313	2,383
Soccer	step 1	1,271	1,309	1,348	1,389
Soccer	step 2	1,550	1,597	1,645	1,694
Soccer	step 3	1,812	1,866	1,922	1,980
Basketball	step 1	1,271	1,309	1,348	1,389
Basketball	step 2	1,550	1,597	1,645	1,694
Basketball	step 3	1,812	1,866	1,922	1,980
Wrestling	step 1	1,271	1,309	1,348	1,389
Wrestling	step 2	1,550	1,597	1,645	1,694
Wrestling	step 3	1,812	1,866	1,922	1,980
Baseball	step 1	1,271	1,309	1,348	1,389
Baseball	step 2	1,550	1,597	1,645	1,694
Baseball	step 3	1,812	1,866	1,922	1,980
Track	step 1	1,271	1,309	1,348	1,389
Track	step 2	1,550	1,597	1,645	1,694
Track	step 3	1,812	1,866	1,922	1,980
Swimming	step 1	1,271	1,309	1,348	1,389
Swimming	step 2	1,550	1,597	1,645	1,694
Swimming	step 3	1,812	1,866	1,922	1,980
Softball	step 1	1,271	1,309	1,348	1,389
Softball	step 2	1,550	1,597	1,645	1,694
Softball	step 3	1,812	1,866	1,922	1,980
Equipment Mgr.	step 1	914	941	969	998
Equipment Mgr.	step 2	1,186	1,221	1,258	1,295
Equipment Mgr.	step 3	1,517	1,563	1,610	1,658
Golf	step 1	914	941	969	998
Golf	step 2	1,186	1,221	1,258	1,295
Golf	step 3	1,517	1,563	1,610	1,658

		FY25	FY26	FY27	FY28
Tennis	step 1	914	941	969	998
Tennis	step 2	1,186	1,221	1,258	1,295
Tennis	step 3	1,517	1,563	1,610	1,658
Intramurals: Per session- (30)	step 1	30.99	31.92	32.88	33.87
Intramurals: Per session- (30)	step 2	32.15	33.11	34.10	35.13
Intramurals: Per session- (30)	step 3	33.30	34.30	35.33	36.39

Appendix B3 – Non-Athletic

Effective for the 2024/2025 School Year: Three Percent (3%); and
Effective for the 2025/2026 School Year: Three Percent (3%);

The Parties further agreed to the formation of a Joint Labor Management Committee to meet during the 2025/2026 school year to consider the structure of these appendices; the possibility of new positions to be added to these appendices; and compensation levels for the positions included in these appendices.

		FY25	FY26
Yearbook (Editorial)	step 1	775	798
Yearbook (Editorial)	step 2	1,032	1,063
Yearbook (Editorial)	step 3	1,307	1,346
Yearbook (Bus/H.S.)	step 1	775	798
Yearbook (Bus/H.S.)	step 2	1,032	1,063
Yearbook (Bus/H.S.)	step 3	1,307	1,346
Drill Team	step 1	775	798
Drill Team	step 2	1,032	1,063
Drill Team	step 3	1,307	1,346
School Paper (Editorial)*	step 1	775	798
School Paper (Editorial)*	step 2	1,032	1,063
School Paper (Editorial)*	step 3	1,307	1,346
School Paper (Business)	step 1	663	683
School Paper (Business)	step 2	872	899
School Paper (Business)	step 3	1,124	1,157
Literary Magazine	step 1	663	683
Literary Magazine	step 2	872	899
Literary Magazine	step 3	1,124	1,157
Student Assoc. Treasurer (HS)	step 1	1,857	1,913
Student Assoc. Treasurer (HS)	step 2	2,112	2,175
Student Assoc. Treasurer (HS)	step 3	2,449	2,523
Student Assoc. Treasurer (MS)	step 1	663	683
Student Assoc. Treasurer (MS)	step 2	872	899
Student Assoc. Treasurer (MS)	step 3	1,124	1,157
Dramatics	step 1	554	571
Dramatics	step 2	726	748
Dramatics	step 3	928	956
Dramatics Assistant	step 1	277	285
Dramatics Assistant	step 2	363	373
Dramatics Assistant	step 3	464	477
Class Advisor	if 2 each	695	716
Class Advisor	if 1	848	873

		FY25	FY26
School Store	step 1	446	459
School Store	step 2	544	560
School Store	step 3	745	767
Variety Show & Musical Director	step 1	446	459
Variety Show & Musical Director	step 2	544	560
Variety Show & Musical Director	step 3	745	767
Variety Show & M. Dir. (Asst.)	step 1	222	229
Variety Show & M. Dir. (Asst.)	step 2	298	307
Variety Show & M. Dir. (Asst.)	step 3	380	391
Caps & Gowns	step 1	222	229
Caps & Gowns	step 2	298	307
Caps & Gowns	step 3	380	391
Band @ Football games		092	094
Band @ Basketball Jam./Parades		055	056
Model UN		327	336
Student Council		327	336
National Honor Society		327	336
Key Club		327	336
Technology/Audio Visual		809	833

*Minimum of three (3) publications per year.

Appendix B4 – Elementary

Effective for the 2024/2025 School Year: Three Percent (3%); and
Effective for the 2025/2026 School Year: Three Percent (3%);

The Parties further agreed to the formation of a Joint Labor Management Committee to meet during the 2025/2026 school year to consider the structure of these appendices; the possibility of new positions to be added to these appendices; and compensation levels for the positions included in these appendices.

		FY25	FY26
School-wide Publications		327	336
Student Council		327	336
School Store	step 1	446	459
School Store	step 2	544	560
School Store	step 3	745	767
Intramurals: Per session- (30)	step 1	30.99	31.92
Intramurals: Per session- (30)	step 2	32.15	33.11
Intramurals: Per session- (30)	step 3	33.30	34.30

Appendix B5 – Other

		FY25	FY26
Department Chair	Full Stipend*	2,676	2,676
Elementary Head Teacher	Stipend	1,500	2,500
Test Coordinator	575+ Students	1,500	1,500
Test Coordinator	<575 Students	1,000	1,000
SCDM	Stipend	1,500	1,500
ILS Extended Year	10 Days	1,800	2,500
Lunch/Breakfast Duty	1/2 Hour	11.06	15.00
Contractual Hourly Rate (Including Prep Time)	Hourly	29.10	35.00
Extended Learning Time Hourly for summer school, vacation week programs, before and after school programs, weekend programs, and night school program.	Hourly	35.00	50.00
Teacher Presenter	Hourly	55.38	55.38
Speech and Language Pathologist	Hourly	44.01	44.01
Evaluation Team Leader (ETL)	Stipend	1,000	1,000
Other School Committee approved clubs	Stipend	317	317
Effective Educator Coach 1/2 time	50 Hours	1,500	1,500
Effective Educator Coach 3/4 time	75 Hours	2,250	2,250
Effective Educator Coach Full time	100 Hours	3,000	3,000
Voc PD committee (up to 4 members)		500	500
School Garden Champion	Stipend	1,000	1,000
Dire Lead	Stipend	N/A	1,500
Vocational Department Chairs - Tier 1	Stipend	N/A	2,676
Vocational Department Chairs - Tier 2	Stipend	N/A	3,676
Vocational Department Chairs - Tier 3	Stipend	N/A	4,676

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

** These rates in shall continue to apply to the same activities as they have historically

Appendix B6 – ROTC

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

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

Appendix C

ECOS PROGRAM

A teacher shall have the right to request a modification in his or her participation in the outdoor aspects of the ECOS program. The request shall be submitted at least two (2) weeks in advance, except in case of emergency, to the principal who shall make every effort to accommodate the teacher's request. The teacher shall further have the right to appeal the principal's decision to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

*If a teacher is scheduled for ECOS during the first two weeks of school, the teacher can request a modification without two weeks' notice.

Appendix D OFFICE REFERRAL FORM

SPRINGFIELD PUBLIC SCHOOLS OFFICE DISCIPLINE REFERRAL FORM

STUDENT INFORMATION:

Student: _____ Grade: _____ Homeroom: _____

Date of Incident: _____ Time of Incident: _____ Referring Staff: _____

LOCATION of INCIDENT:

- | | | | | | | | |
|------------------------------------|-------------------------------------|--|-------------------------------------|------------------------------|---|--|-------------------------------------|
| ☐ Classroom | ☐ Cafeteria | ☐ Computer Lab | ☐ Bathroom | ☐ Bus | ☐ Bus Loading Zone | ☐ Special Event | ☐ Art Room |
| ☐ Hallway | ☐ Office | ☐ Library | ☐ Playground | ☐ Gym | ☐ Parking Lot | ☐ Locker Room | ☐ Music Room |
| ☐ Stadium | ☐ Off-Campus | ☐ Vocational Room | ☐ Unknown | | ☐ Other _____ | | |

MAJOR PROBLEM BEHAVIOR: (Check the most Intrusive Rule Violation)

- | | | | |
|--|--|--|--|
| ☐ Major Disruption

☐ Major Disrespect

☐ Directed Inappropriate Language/ Gestures
☐ Gang Affiliation Display

☐ Inappropriate Display of Affection
☐ Out of bounds/ Off School Location
☐ Technology Violation
☐ Chronic Tardy
☐ Truancy
☐ Vandalism | ☐ Harassment/ Bullying:
☐ Hazing
☐ Bullying
☐ Verbal Harassment/ Threat
☐ Sexual Harassment
☐ Civil Rights Violation
☐ Arson

☐ Bomb Threat/ False Alarm

☐ Fighting

☐ Forgery/ Theft:
☐ Grand Theft (over \$250)
☐ Robbery
☐ Armed Robbery | ☐ Physical Aggression
☐ Battery (non-staff)
☐ Battery on Staff
☐ Assault on Staff
☐ Causing Mayhem
☐ Aggravated Assault
☐ Aggravated Battery

☐ Other: _____
☐ Pulling fire alarm
☐ Trespassing
☐ Unsanctioned Organization
☐ False Accusations
☐ Skipping Detention | ☐ Use/ Possession of Combustibles
☐ Possession of Fireworks
☐ Possession of Explosive Device

☐ Use/ Possession of Weapons
☐ Use/ Possession of Alcohol

☐ Use/ Possession of Drugs |
|--|--|--|--|

POSSIBLE MOTIVATION:

- | | |
|---|---|
| ☐ Obtain Adult Attention
☐ Obtain Peer Attention
☐ Obtain Item/ Activity | ☐ Escape/ Avoid Adult
☐ Escape/ Avoid Peers
☐ Escape/ Avoid Activity

☐ Unknown |
|---|---|

OTHERS INVOLVED:

- | |
|--|
| ☐ Staff _____ |
| ☐ Peer(s) _____ |
| ☐ Substitute: _____ |
| ☐ Unknown _____ |
| ☐ None |

Description of Incident: _____

Classroom Interventions (check all that apply, when appropriate)

- | | | | | |
|--|---|---|---|---|
| ☐ conference with student | ☐ parent phone call on _____ | ☐ curriculum modification | ☐ seating change | ☐ peer mediation |
| ☐ letter to parent(s)/guardian(s) | ☐ parent conference on _____ | ☐ unearned/loss of privilege | ☐ time out | ☐ student contract |
| ☐ nonverbal/verbal redirection | ☐ problem solving worksheet | ☐ re-teach expectation | ☐ FBA/BIP | ☐ sent to buddy room |

ADMINISTRATIVE ACTION

- | | | | | |
|---|---|---|---|---|
| ☐ Loss of privilege | ☐ Conference with student | ☐ Time in office | ☐ Parent Contact | ☐ Detention |
| ☐ In-School Suspension | ☐ Out-of-School Suspension | ☐ Bus Suspension | ☐ Restitution | ☐ Individualized Instruction |
| # Days _____ | # Days _____ | # Days _____ | ☐ Expulsion | ☐ Other _____ |

Administrator Comments/ Follow-up:

Appendix E
SPRINGFIELD PUBLIC SCHOOLS
SCHOOL CALENDAR

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

Appendix F COUNSELORS

School Counselors

1. Responsible to the Principal working in conjunction with the Director of Student Support Services.
2. Implement the school student development curriculum.
3. Guide individuals and groups of students through the development of educational and career plans.
4. Counsel individuals and small groups of students toward social and emotional growth.
5. Consult with and train teachers, parents, and staff regarding needs of students.
6. Work with other Counselors and City Connects Coordinators to refer children with problems and their parents to special programs, specialists, and outside agencies.
7. Participate in, coordinate, and conduct activities that contribute to the effective operation of the counseling program and school.
8. Participate in and facilitate the problem-solving process (STAT).
9. Participate in the planning and evaluation of the counseling program.
10. Pursue continuous professional growth.
11. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and Director of Student Support Services or designee. Any additional workdays when needed may be scheduled with the approval of the Director of Student Support Services or designee. Meetings and trainings may be scheduled during the ten (10) additional days.
12. Each School Counselor shall have an appropriate space, phone, and technology to carry out his/her duties.
13. The School Counselors, Adjustment Counselors and City Connects Coordinators will work with the principal to schedule by October 1 of each year, a presentation to the school staff and administrators about the school's student support services, and each of their roles and responsibilities. This will include the referral process for all staff to use.

School Adjustment Counselors

1. Responsible to the Principal working in conjunction with the Director of Student Support Services.
2. Implement the elementary, middle, high school student development curriculum.
3. Guide individuals and groups of students through the successful transition from grade to grade and level to level.
4. Counsel individuals and small groups of students toward academic, social, and emotional growth.
5. Consult with and train teachers, parents, and staff regarding student's needs.
6. Work with other Counselors and City Connects Coordinators to refer students who have barriers to learning and their parents to special programs, specialists, and outside agencies.
7. Participate in and facilitate the problem-solving process (STAT).
8. Participate in the planning and evaluation of the counseling program.
9. Pursue continuous professional growth.

10. The work year shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated between the building principal and the Director of Student Support Services or designee. Any additional workdays when needed may be scheduled with the approval of the Director of Student Support Services or designee. Meetings and trainings may be scheduled during the ten (10) additional days.
11. Each School Adjustment Counselor shall have an appropriate space, phone, and technology to carry out his/her duties.
12. The School Counselors, Adjustment Counselors and City Connects Coordinators will work with the principal to schedule by October 1 of each year, a presentation to the school staff and administrators about the school's student support services, and each of their roles and responsibilities. This will include the referral process for all staff to use.

City Connects School Coordinators

1. Responsible to both the Principal and the City Connects Supervisor
2. If chosen by the principal, lead/facilitate a Student Support team (STAT) of multiple professionals to review the intensive needs of the student referred and create an actionable plan to address those needs.
3. With support from the principal, who will free up teachers from other responsibilities during the school day or during extended day, but not during their prep time, facilitate a yearly discussion with each classroom teacher to assess the holistic strengths and needs of each student across the developmental domains of academics, social/emotional/behavioral development, physical health, and family. The focus of the discussion centers on multiple developmental domains such as academics, family, physical health, and social/emotional behavioral development. This discussion results in the development of individualized student support plans for each student.
4. Connect students to a range of prevention, early intervention and intensive services programs that address the physical, emotional, cognitive, and social development of each student.
5. Develop and enhance community partnerships with varied community agencies to meet the identified needs of students, families, and the school.
6. Collaborate with school staff, to implement the City Connects model.
7. Engage families and caregivers in understanding and supporting the education of their children and the ways in which academic outcomes are enhanced by serving the social / emotional and personal development needs of the child.
8. Collect data on the implementation of the model and the delivery of services.
9. Participate in-professional development sessions to implement the City Connects model
10. Pursue continuous professional growth.
11. The School Counselors, Adjustment Counselors and City Connects Coordinators will work with the principal to schedule by October 1 of each year, a presentation to the school staff and administrators about the school's student support services, and each of their roles and responsibilities. This will include the referral process for all staff to use.
12. Other related duties as assigned.

Appendix G
DEPARTMENTS ELIGIBLE FOR DEPARTMENT CHAIRPERSONS

Elementary Schools

Grades PreK-2

Grades 3-5

Secondary Schools

English and Reading

ESL (English as a Second Language)

Fine and Performing Arts

Foreign Languages

Guidance and Adjustment Counseling

Health, Physical Education, and Family and Consumer Science

Instructional and Computer Technology

Math

ROTC

Science

Social Studies

Special Education

Technology/Engineering

Putnam Vocational and Technical High School

All eligible secondary school departments

All vocational departments

Pre-K -8 Schools

Language Arts (English, Reading, Reading Resource, Title I, Spelling, Writing, Literature, etc.)

Math

Social Studies

Science

Foreign Language

Fine & Performing Arts (Music, Art, Theater, Media, etc.)

Physical Education

Home & Consumer Science/Technology Engineering

Special Education

English Language Learner (ELL)

Appendix H
SPRINGFIELD EDUCATOR EVALUATION DEVELOPMENT SYSTEM (SEEDS)

Table of Contents

- 1) INTRODUCTION TO THE REVISED SEEDS
 - (A) Overview of the 2025 Changes
 - (B) Mission and Purpose of Educator Evaluation
 - (C) Goals
 - (D) Priorities
 - (E) Objectives
- 2) Definitions
- 3) Evidence Used in Evaluation
- 4) Rubric
- 5) Educator Plans
- 6) Evaluation Cycle for All Employees
 - A. Annual Orientation
- 7) Evaluation Cycle for Educators without PTS on a Developing Plan
 - A. Completing the Developing Educator Plan Self-Assessment
 - B. Proposing the Developing Educator Plan Goals
 - C. Goal Setting and Educator Plan Development
 - D. Observation of Practice and Examination of Artifacts
 - E. Observations
 - F. Formative Assessment
 - G. Summative Evaluation
- 8) Evaluation Cycle for Educators with PTS on a Self-Directed Growth Plan
 - A. Completing the Self-Directed Plan Self-Assessment
 - B. Proposing and Developing the Self-Directed Plan Goals
 - C. Goal Setting and Educator Plan Development
 - D. Observation of Practice and Examination of Artifacts
 - E. Observations
 - F. Formative Evaluation
 - G. Summative Evaluation
- 9) Evaluation Cycle for Educators with PTS on a Directed Growth Plan
 - (A) Completing the Directed Plan Self-Assessment
 - (B) Proposing and Developing the Directed Plan Goals
 - (C) Goal Setting and Educator Plan Development
 - (D) Observation of Practice and Examination of Artifacts
 - (E) Observations
 - (F) Formative Assessment
 - (G) Summative Evaluation
- 10) Evaluation Cycle for Educators with PTS on an Improvement Plan
- 11) Career Advancement
- 12) General Provisions

SEEDS Educator Evaluation Development System Mission Statement

1) INTRODUCTION TO THE REVISED SEEDS

A. Overview of the Changes:

- a. Over the past decade, our understanding of the educator evaluation framework has evolved significantly. What initially focused on compliance has transformed into a robust system designed to promote growth and development. This system now serves as a foundation for supporting educators in meaningful ways, emphasizing the development of strong, collaborative relationships and fostering an environment rooted in educational equity. This revised contract reflects a true commitment to developing educators by offering opportunities for tailored professional growth, reflective practices, and targeted support. It acknowledges the importance of building educators' capacity to meet the diverse needs of all students while fostering a culture of continuous improvement and equity. Through this evolution, we reaffirm our dedication to empowering educators as they play a vital role in shaping the future of education.
- b. The Springfield Public Schools Educator Evaluation and Development System (SEEDS) is designed to foster a culture of continuous improvement and professional growth. Recognizing that educators contribute significantly to student success, the system emphasizes cycles of meaningful feedback, development opportunities, and collaboration to enhance instructional growth.

B. Mission and Purpose of the Springfield Educator Evaluation and Development System (SEEDS)

The SEEDS Educator Evaluation System is dedicated to fostering a culture of continuous growth, equity, and excellence in education. Our mission is to strengthen and support educators through a development focused evaluation system that attracts, nurtures, and retains exceptional professionals committed to student success in our Springfield Public Schools.

- **Strengthen** educators through an evaluation system that prioritizes development and growth.
- **Establish** a culture of continuous professional growth aligned with individual and district goals.
- **Enhance** educators' impact on student achievement and learning outcomes.
- **Develop** and elevate educators through professional development and career advancement.
- **Support** educators with structured feedback and reflective practices.

C. The primary goals of the Springfield Educator Evaluation and Development System are to:

- a. **Support educators** in refining their instructional strategies and professional responsibilities through structured feedback and reflective practices.
- b. **Facilitate continuous professional growth and development** aligned with individual and district goals, fostering an equitable learning environment for students.
- c. **Promote recruitment and retention** by cultivating an empowering system that values professional development and career advancement.
- d. **Enhance educators' impact on student achievement and learning outcomes**, ensuring equity and excellence in every classroom.

D. Priorities

- a. This evaluation system prioritizes development and growth, aiming to create a supportive framework that attracts, develops, and retains exceptional educators committed to the success of Springfield students.

E. The Objectives of the SEEDS Systems Are to Provide:

A Structured Growth Framework

The evaluation system includes a cycle of self-assessment, goal setting, observations, and feedback, encouraging reflective practices and continuous improvement. Grounded in role-specific rubrics, this system is built on reflection, analysis, and support.

Tailored Development Plans

Educator Plans are developed to meet the needs of the educators based on their developmental continuum, including Developing, Self-Directed Growth, Directed Growth, and Improvement Plans. Each plan has clear goals, benchmarks, and professional growth opportunities.

Actionable Feedback and Support

Observations, Formative, and Summative steps provide constructive feedback, while Educators are supported with resources, coaching, and professional development to address specific needs and foster growth. The contract ensures that educators receive training on the evaluation process and its components, empowering them to engage effectively with the system and understand how it supports their development.

A Focus on Student Outcomes and Equity

By aligning Educator practices with student learning goals and emphasizing equity, the system ensures teaching excellence and positive outcomes for all students.

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

(1) The regulatory purposes of evaluation are:

- (A) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a).
- (B) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b).
- (C) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- (D) To assure effective teaching and administrative leadership, 35.01(3).

2) DEFINITIONS

- a) **Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- b) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, school counselors, speech and language pathologists and assistants, adjustment counselors, programmatic specialists, psychologists, City Connects coordinators, physical therapists, occupational therapists, autism specialists and some reading specialists and special education teachers.
- c) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- d) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations of no less than 15 minutes and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one (1) or more Standards of Effective Teaching Practice (603 CMR 35.03).
- e) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- f) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, and overall performance rating, there shall be four (4) types of Educator Plans:
 - i) **Developing Educator Plan:** Shall mean a plan developed by the Educator and the Evaluator for one (1) school year or less for an Educator without Professional Teacher Status (PTS).
 - ii) **Self-Directed Growth Plan:** Shall mean a plan developed by the Educator for two (2) school years for Educators with PTS who are rated proficient or exemplary.

- iii) **Directed Growth Plan:** shall mean a plan developed by the Educator and the Evaluator of one (1) school year or less for Educators with PTS who are rated needs improvement.
- iv) **Improvement Plan:** Shall mean a plan developed by the Evaluator of at least 60 school days and no more than 1 school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- g) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- h) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "Formative Evaluation" and "Formative Assessment") and to assess total job effectiveness and make personnel decisions (the "Summative Evaluation").
- i) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation of Unit A personnel. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through Formative Assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee
- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary Evaluator will be.
- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- j) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- k) **Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- l) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

- m) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation but typically takes place at mid-cycle.
- n) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- o) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- p) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and ACCESS proficiency scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- r) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building, and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- s) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Springfield Education Association").
- t) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- u) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- v) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- w) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
 - i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- x) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:
 - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03.
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03.
 - iii) Elements: Defines the individual components under each indicator.
 - iv) Descriptors: Describes practice at four levels of performance for each element.
- y) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- z) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- aa) **Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as

provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

3) EVIDENCE USED IN EVALUATION

The following categories of evidence shall be used in evaluating each Educator:

- a) Multiple measures of student learning, growth, and achievement, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.
 - ii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iii. These student progress growth measures may include portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure may be the MCAS Student Growth Percentile (SGP) or ACCESS proficiency scores, if applicable, in which case at least two (2) years of data is required.
 - iv. For Educators whose primary role is a caseload educator, the appropriate measures of the Educator's contribution should be based on the Educator's role and responsibility.
- b) Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice of at least 15 minutes.
 - ii. Examination of Educator work products.
 - iii. Examination of student work samples.
- c) Evidence relevant to one (1) or more Performance Standards,
 - i. For Standards I and II:
 - (a) The decision about what evidence will be collected needs to be part of the discussion that occurs between the Evaluator(s) and Educator(s) as part of the goal setting process.
 - (b) The evidence of progress toward the approved goals should be collected throughout the year and should emerge from the Educator's regular work, not from something that is created.
 - (c) Should consist of two-three pieces of evidence put into the online platform.
 - ii. Standards III and IV:

The Principal, at the time that goals are being set, will provide guidance verbally and in writing on the types of evidence that can be collected for these standards, not expected to be more than three to four (3-4) pieces of evidence.

Evidence compiled and presented by the Educator, and discussed with the Evaluator could include:

- (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture, lesson plans, reteaching plans, development of new assessments
- (b) Evidence of active outreach to and engagement with families.
- (c) Evidence of progress towards professional practice goal(s).
- (d) Evidence of progress toward student learning outcome goal(s).

4) RUBRIC

The rubrics are a scoring tool used for the Educator's self-assessment, the Formative Assessment, the Formative Evaluation and the Summative Evaluation. The district will use the agreed upon rubrics. The rubrics are found at the end of this document.

5) EDUCATOR PLANS:

General

1. Educator Plans shall be developed by the Educator and the Evaluator based on the Educator's previous Summative Evaluation rating (if applicable) and proposed goals. At the time of the Plan development the Educator will be given guidance as to what evidence will be required for the Formative Assessment/Evaluation and Summative Evaluations.
2. All Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to support Educator development and effectiveness. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
3. The Educator Plan shall include, but is not limited to:
 - 1) At least one (1) goal related to improvement of practice is tied to the Educator's professional practice.
 - 2) At least one (1) goal for the improvement of the learning, growth and achievement of the students under the Educator's direct responsibility.

- 3) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions may include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
4. It is the Educator's responsibility to attain the goals in the Plan and to participate in any training and professional development provided through, district.

6) EVALUATION CYCLE FOR ALL EMPLOYEES

Annual Orientation

- i. At the start of each school year, the superintendent, or designee shall conduct a meeting for Evaluators and Building Administrators focused substantially on Educator evaluation.
- ii. At the start of the school year each principal and Building Administrator shall conduct a meeting for Educators focused substantially on Educator evaluation.
- iii. The superintendent, principal, Building Administrator or designee shall:
 - 1) Provide an overview of the evaluation process, including team/individual goal setting, the Educator plans, and the rubric, including which standards or elements will be the focus of evaluations that year.
 - 2) Provide all Educators with directions for accessing the evaluation system online.
 - 3) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) EVALUATION CYCLE FOR EDUCATORS WITHOUT PTS ON A DEVELOPING EDUCATOR PLAN

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated at least annually.

a) Completing the Developing Educator Plan Self-Assessment

- (1) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment, preferably by October 1st.
- (2) The selections in the self-assessment are:
 - (a) Beginning
 - (b) Developing
 - (c) Skilled

(d) Accomplished

(3) The self-assessment includes:

- (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- (b) An assessment of practice against each of the four (4) Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue:
 - (i) At least one (1) goal directly related to improving the Educator's own professional practice.
 - (ii) At least one (1) goal directly related to improving student learning.

b) Proposing the Developing Educator Plan goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or their designee will meet with each Educator, preferably by October 1st, to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

c) Goal Setting and Developing Educator Plan Development

- i) Every Educator has an Educator Plan that includes, but is not limited to, 1 goal related to the improvement of practice: one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 5-10 for more on Educator Plans.
- ii) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth, and achievement based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator. The Evaluator completes the Educator Plan preferably by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does

not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

d) Observation of Practice and Examination of Artifacts – Developing Educator Plan

During their first year, the Educator shall have at least one (1) planned unannounced observation during the evaluation cycle using the protocol described in Section I below.

The Educator shall have at least two (2) unannounced observations during the school year. It is recognized that an unannounced observation of such a short duration is just a snapshot of an educator's performance. There is no maximum number of visits in a school year, but the norm should be no more than five (5) unannounced observations. If there is a need for more than five (5) unannounced observations, the evaluator will notify the Academic Department.

e) Developing Educator Plan Observations

The Evaluator's first observation should take place preferably by November 30th. Observations required by the Developing Educator Plan should be completed, preferably by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in the rubric during an observation.

I. Planned Unannounced Observations

- 1) All non-PTS Educators in their first year in a school shall have at least one (1) Planned Unannounced Observation of at least 15 minutes, preferably within 70 days of their start date and prior to their first unannounced.
- 2) Prior to any planned unannounced observation, the Evaluator shall meet with the Educator, either individually or in a group, and provide a review of the evaluation process, the rubric and standards to be observed, any specific goals for the observation, and explain the "look fors" for the first observation. The Educator will be provided with a window to expect the observation to occur. At the beginning of the observation, the Educator will be provided with the observation sheet to initial.

II. Unannounced Observations may be in the form of partial or full-period classroom visitations of at least 15 minutes. These observations shall not include walkthroughs, instructional rounds or auditory or video recordings.

- a) The Educator will be provided with at least brief written feedback from the Evaluator within ten (10) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or notification that it is available online with information about how to access it.
- b) For any standard where the Educator's practice was found to be less than proficient the feedback must:
 - i. Describe the reason for the Evaluator's judgement

- ii. Describe actions the Educator should take to improve their performance and achieve within the duration of the plan.
 - iii. Identify support and resources the Educator may use in their improvement.
- c) For any unannounced observation rated less than Proficient Overall, within ten (10) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator but shall be rescheduled within 24 hours if possible.
- d) The Evaluator shall provide the Educator with written feedback within ten (10) school days of the post-observation conference. For any standard where the Educator's practice was found to be less than proficient, the feedback must:
 - a) Describe the reasons for the Evaluator's judgment.
 - b) Describe specific actions the Educator should take to improve his/her performance.
 - c) Identify support and/or resources the Educator may use in his/her improvement in the areas identified for improvement.
 - d) State that the Educator is responsible for addressing the need for improvement.
- f) Developing Educator Plan Formative Assessment
 - (a) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give specific constructive feedback to Educators based on their observations of practice, examination of artifacts.
 - (b) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment is completed.
 - (c) The Formative Assessment provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
 - (d) The Evaluator shall set the date for evidence to be provided for the Formative Assessment. The Evaluator will provide the Educator with at least two (2) weeks' notice of the due date to allow the Educator time to provide the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.

- (e) The Evaluator meets with Educators whose overall Assessment is trending towards less than proficient either before or after completion of the Formative assessment and no later than five (5) days after the Formative Assessment is shared with the educator. Based on this meeting the Evaluator can change the activities required for improvement. These changes must be included in the Formative Assessment.
 - (f) Upon the request of either the Evaluator or the Educator, the Evaluator meets with an Educator whose overall rating is tending towards proficient or exemplary.
 - (g) The Evaluator will typically complete the Formative Assessment and provide a copy to the Educator, preferably between February 1st and March 1st, or mid-cycle for those who start after the first day of school. All Formative Assessments must be signed by the Evaluator and delivered face-to-face by email or notification that it is available online with information about how to access it.
 - (h) The Educator may reply in writing to the Formative Assessment within ten (10) school days of receipt.
 - (i) The Educator shall sign the Formative Assessment by within five (5) school days of receiving the assessment. The signature indicates that the Educator received the Formative Assessment in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- g) Developing Educator Plan Summative Evaluation
- a) The evaluation cycle concludes with a Summative Evaluation. For Educators on a Developing Educator Plan, the Summative Evaluation must be written and provided to the Educator by June 1st.
 - b) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the attainment of the Educator Plan goals.
 - c) The professional judgment of the primary Evaluator shall determine the overall Summative rating that the Educator receives.
 - d) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a Summative Evaluation rating.
 - e) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- f) The Evaluator shall set the date for evidence information to be provided for the Summative Evaluation. At least four (4) weeks' notice of this date must be provided to the Educator to allow the Educator time to provide the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide the Evaluator with additional evidence of the Educator's performance against the four Performance Standards.
- g) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.
- h) The Evaluator shall deliver a signed copy of the Summative Evaluation to the Educator face-to-face, or email, or notification that it is online with information about how to access it, no later than June 1st.
- i) The Evaluator shall meet with the Educator rated less than proficient overall to discuss the Summative Evaluation. The meeting shall occur by June 1st.
- j) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 1st.
- k) The Educator shall sign the final Summative Evaluation by June 1st. The signature indicates that the Educator received the Summative Evaluation in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- l) The Educator shall have the right to respond in writing to the Summative Evaluation, within ten (10) school days, which shall become part of the final Summative Evaluation.

A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.

(8) EVALUATION CYCLE FOR EDUCATORS WITH PTS ON A SELF-DIRECTED GROWTH PLAN

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A Formative Evaluation is completed at the end of Year 1, and a Summative Evaluation is completed at the end of Year 2.

- a) Completing the Self-Directed Growth Plan Self-Assessment
 - (1) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment, preferably by October 1st.
 - (2) The selections in the self-assessment are:

- (a) Beginning
- (b) Developing
- (c) Skilled
- (d) Accomplished

(3) The self-assessment includes:

- (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- (b) An assessment of practice against each of the four (4) Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue:
 - (i) At least one (1) goal directly related to improving the Educator's own professional practice.
 - (ii) At least one (1) goal directly related to improving student learning.

b) Proposing the Self-Directed Growth Plan Goals

- 1) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- 2) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- 3) For Educators with PTS and ratings of less than proficient on Standard 3 or 4, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

c) Self-Directed Growth Plan Goal Setting and Educator Plan Development

- 1) Every Educator has an Educator Plan that includes, but is not limited to, one (1) goal related to the improvement of practice: one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- 2) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares

with the Educator. The Evaluator completes the Educator's Plan preferably by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

d) Self-Directed Plan Observation of Practice and Examination of Artifacts

The Educator must have at least one (1) unannounced observation during the year. It is recognized that an unannounced observation of such a short duration is just a snapshot of an Educator's performance. There is no maximum number of visits in a school year, but the norm should be no more than five (5) unannounced observations. If there is a need for more than five (5) observations, the Evaluator will notify the Academic Department.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

e) Unannounced Observations

- 1) Unannounced observations may be in the form of partial or full-period classroom visitations of at least 15 minutes. These observations shall not include walkthroughs, instructional rounds, learning walks or auditory or video recordings.
- 2) At the beginning of the observation, the Educator will be provided with the observation form to initial
- 3) The Educator will be provided with at least brief written feedback from the Evaluator within ten (10) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or notification that it is available online with information about how to access it.
- 4) For any observation where the Educator's practice was found to be less than proficient overall the feedback must:
 - (i) Describe the reason for the Evaluator's judgement.
 - (ii) Describe actions the Educator should take to improve their performance and achieve within the duration of the plan.
 - (iii) Identify support and resources the Educator may use in their improvement.
- e) For an observation resulting in an overall rating of less than proficient at any time must be followed by at least one observation of at least 15 minutes in duration within 30 school days.

- f) For overall observation ratings less than proficient, within ten (10) school days, the Educator and Evaluator shall meet for a post observation conference. The timeline may be extended due to the unavailability on the part of either the Educator or the Evaluator, but it shall be rescheduled within 24 hours, if possible. A post-observation conference shall occur, for an observation rated proficient or exemplary overall, upon the Educator's request.

f) Self-Directed Growth Plan Formative Evaluation

- a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- b. The Formative Evaluation provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- c. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- d. The Evaluator shall set the date for evidence to be provided for the Formative Evaluation. At least four (4) weeks' notice of the date must be provided to the Educator to allow time for them to provide the Evaluator their evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide the Evaluator with additional evidence of the Educator's performance against the four (4) Performance Standards.
- e. The Evaluator shall complete the Formative Evaluation by June 10th and provide a copy to the Educator. All Formative Evaluations must be signed by the Evaluator and the Educator and shall be delivered to the Educator in person, by email, or notification that it is available online and directions on how to access it.
- f. The Evaluator shall meet with the Educator whose overall Formative rating is less than proficient no later than five (5) school days after the Formative Evaluation is shared with the Educator, but no later than the last day of school.
- g. The Evaluator may meet with the Educator whose overall rating is proficient or exemplary, if either the Educator or the Evaluator requests such a meeting, no later than ten (10) school days after the meeting is requested but prior to the last day of school.

- h. The Educator shall sign the Formative Evaluation within five (5) school days of receipt. The signature indicates that the Educator received the Formative Evaluation in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- i. The Educator may provide a written response in the evaluation platform within ten (10) school days of receiving the evaluation.

g) Self-Directed Growth Plan Summative Evaluation

- a) The evaluation cycle concludes with a Summative Evaluation. The Summative Evaluation must be written and provided to the Educator by June 1st. of the second year of their two-year cycle.
- b) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- c) The professional judgment of the primary Evaluator shall determine the overall Summative rating that the Educator receives.
- d) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a Summative Evaluation rating.
- e) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- f) The Evaluator shall set the date for information to be provided for the Summative Evaluation. At least four (4) weeks' notice of the date must be provided to the Educator to allow time for them to provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.
- g) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.
- h) The Evaluator shall deliver a signed copy of the Summative Evaluation to the Educator face-to-face, by email or by notice that it is available online and directions on how to access it.
- i) The Evaluator shall meet with the Educator rated less than proficient overall to discuss the Summative Evaluation. The meeting shall occur by June 1st.

- j) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- k) For Educators on a Self-Directed Growth Plan who have an overall rating of proficient or exemplary, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation.
- l) The Educator shall sign the final Summative Evaluation by June 1st. The signature indicates that the Educator received the Summative Evaluation in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- m) The Educator shall have the right to respond in writing to the Summative Evaluation within ten (10) school days, which shall become part of the final Summative Evaluation.
- n) A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.
- o) For Educators on a Self-Directed Growth Plan who have an overall rating of proficient or exemplary, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- p) For Educators on a Self-Directed Growth Plan who have an overall rating of needs improvement, the Evaluator will place the Educator on a Directed Growth Plan for the next Evaluation Cycle.
- q) For Educators on a Self-Directed Growth Plan who have an overall rating of unsatisfactory, the rating will be reviewed by a panel including a Chief Schools Officer representative, a human resources representative, and the Assistant Superintendent of Curriculum, Instruction, and Professional Development and or the Superintendent (if necessary). The panel's judgment will be considered final and in cases where the panel agrees that the rating should be unsatisfactory, the Evaluator will place the Educator on an Improvement Plan for the next Evaluation Cycle.

9) EVALUATION CYCLE FOR EDUCATORS WITH PTS ON DIRECTED GROWTH PLANS

- (1) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- (2) The overall goal of the Directed Growth Plan is to help the Educator improve performance.

- (3) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator, following consultation with the Educator.
 - (4) The Evaluator shall complete a Summative Evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
 - (5) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Two-Year Self-Directed Growth Plan for the next Evaluation Cycle.
 - (6) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan.
- a) Self-Assessment for an Educator on a Directed Growth Plan
- i) Completing the Self-Assessment
 - (1) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment, preferably by October 1st.
 - (2) The selections in the self-assessment are:
 - (a) Beginning
 - (b) Developing
 - (c) Skilled
 - (d) Accomplished
 - (3) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four (4) Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (i) At least one (1) goal directly related to improving the Educator's own professional practice.
 - (ii) At least one (1) goal directly related to improving student learning.
 - b) Proposing the Directed Growth Plan goals
 - (1) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator, following consultation with the Educator.

- (2) The professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

c) Goal Setting and Directed Growth Plan Development

- (1) Every Educator Plan includes, but is not limited to, one (1) goal related to the improvement of practice and one (1) goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- (2) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and areas identified as needing improvement as determined by the Evaluator, following a meeting with the Educator.

Directed Growth Plan Development Meetings shall be conducted as follows:

- 1) The meeting with the Evaluator to establish the Educator Plan should occur preferably by October 15th.
- 2) The Evaluator completes the Educator Plan preferably by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

d) Observation of Practice and Examination of Artifacts: Directed Growth Plan

The Educator must have at least two (2) unannounced observations during the evaluation cycle prior to the formative assessment meeting. It is recognized that an unannounced observation of such a short duration is just a snapshot of an Educator's performance. There is no maximum number of visits in a school year, but the norm should be no more than five (5) unannounced observations. If there is a need for more than five (5) observations, the Evaluator will notify the Academic Department.

e) Directed Growth Plan Observations

The Evaluator's first observation of the Educator should take place preferably three (3) weeks after the Plan is presented to the Educator. At least three (3) observations are required to be completed during the Directed Growth Plan.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation and must review the indicators that were rated as needing improvement in the Formative Assessment/Evaluation or Summative Evaluation.

Unannounced Observations

- a. Unannounced observations may be in the form of partial or full-period classroom visitations of at least 15 minutes. These observations may not include walkthroughs, instructional rounds, or video or audio recordings.

- b. The Educator will be provided with at least brief written feedback from the Evaluator within ten (10) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox, mailed to the Educator's home, or notification that it is available online with information about how to access it.
- c. For any unannounced observation, within ten (10) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator but shall be rescheduled within 24 hours if possible.

f) Directed Growth Plan Formative Assessment

- i. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give specific constructive feedback to Educators based on their observations of practice, examination of artifacts.
- ii. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment is completed.
- iii. The Formative Assessment provides written feedback to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- iv. The Evaluator shall set the date for evidence to be provided for the Formative Assessment. The Evaluator will provide the Educator with at least two (2) weeks' notice of the due date to allow the Educator time to provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.
- v. The Evaluator meets with the Educator on a Directed Growth Plan either before or after completion of the Formative Assessment and no longer than five (5) days after the Formative Assessment is shared with the Educator. Based on this meeting the Evaluator can change the activities that are required for improvement based on the goals in the plan. These changes must be included in the in the Formative Assessment.
- vi. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator, preferably between February 1st and March 1st, or mid-cycle. All Formative Assessments must be signed by the Evaluator and delivered face-to-face, by email or notification that it is available online with information about how to access it.
- vii. The Educator may reply in writing to the Formative Assessment within ten (10) school days of receiving the assessment.

- viii. The Educator shall sign the Formative Assessment within five (5) school days of receiving the Formative Assessment. The signature indicates that the Educator received the Formative Assessment in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- h) Directed Growth Plan Summative Evaluation
 - a) The evaluation cycle concludes with a Summative Evaluation. For Educators on a Directed Growth Plan, the Summative must be written and provided to the Educator by June 1st.
 - b) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
 - c) The professional judgment of the primary Evaluator shall determine the overall Summative rating that the Educator receives.
 - d) The Summative Evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a Summative Evaluation rating.
 - e) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
 - f) The Evaluator shall set the date for evidence information to be provided for the Summative Evaluation. At least four (4) weeks' notice of this date must be provided to the Educator to allow the Educator time to provide the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four (4) Performance Standards.
 - g) The Summative Evaluation should recognize areas of strength as well as identify recommendations for professional growth.
 - h) The Evaluator shall deliver a signed copy of the Summative Evaluation to the Educator face-to-face, no later than June 1st.
 - i) The Educator shall sign the final Summative Evaluation by June 1st. The signature indicates that the Educator received the Summative Evaluation in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - j) The Educator shall have the right to respond within ten (10) school days in writing to the summative evaluation which shall become part of the final Summative Evaluation.

- k) A copy of the signed final Summative Evaluation shall be filed in the Educator's personnel file.

10) Evaluation Cycle for Educators with PTS on an Improvement Plan

- a) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory on either a Formative Evaluation/Assessment, or a Summative Evaluation.
- b) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 60 school days and no more than one (1) school year.
- c) The Evaluator must complete a Summative Evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- d) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The Primary Evaluator may be the Supervising Evaluator.
- e) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- f) The Improvement Plan process shall include:
 - i. Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii. The Educator may request that a representative of the Springfield Education Association attend the meeting(s).
 - iii. If the Educator consents, the Springfield Education Association will be informed that an Educator has been placed on an Improvement Plan.
- g) The Improvement Plan shall:
 - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved.

- ii. Describe the activities and work products the Educator must complete as a means of improving performance.
 - iii. Describe the assistance that the district will make available to the Educator.
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement.
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle Formative Assessment report of the relevant standard(s) and indicator(s).
 - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator, and an Instructional Leadership Specialist or instructional coach.
 - vii. Include the signatures of the Educator and Supervising Evaluator.
- h) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - i) Decision on the Educator's status at the conclusion of the Improvement Plan.

All determinations below must be made no later than June 1. One (1) of five (5) decisions must be made at the conclusion of the Improvement Plan:

- 1) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- 2) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- 3) If the Evaluator determines that the Educator is making some but not sufficient progress toward proficiency, the Evaluator shall extend the Educator's Improvement Plan such that the total Improvement Plan duration does not exceed one (1) school year.
- 4) If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- 5) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

Timelines Educators on a One Year Plan (Dates in italics are provided as guidance)

Activity:	Suggested due dates except June 1	See Page:
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	<i>September 15</i>	Page 10
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	<i>October 1</i>	Pages 10 & 11
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation meeting in prior school year)	<i>October 15</i>	Page 11
Evaluator completes Educator Plans	<i>November 1</i>	Pages 11 & 12
Evaluator should complete first observation of each non-PTS Educator	<i>November 30</i>	Pages 9 & 11
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Two weeks before Formative Assessment date established by Evaluator	Page 13
Evaluator should complete mid-cycle Formative Assessments for Educators on one-year Educator Plans	<i>February 10</i>	Page 14
Evaluator holds Formative Assessment Meetings with Educators who are trending toward less than proficient, or if requested by the Educator or Evaluator	<i>February 15</i>	Page 14
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Four (4) weeks prior to Summative Evaluation date established by Evaluator	Page 15

Evaluator completes Summative Evaluation	<i>June 1</i>	Page 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are less than proficient	<i>June 1</i>	Page 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	<i>June 1</i>	Page 15
Educator signs Summative Evaluation and adds response, if any within ten (10) school days of receipt	<i>June 1</i>	Page 15

Educators with PTS on Two Year Plans

Activity:	Completed By:	See Page:
Superintendent, principal or designee meets with Evaluators and Educators to review evaluation process	<i>September 15</i>	Page 10
Educator submits self-assessment (Year 1 of plan) and proposed goals (Year 1 and 2 of plan)	<i>October 1</i>	Pages 15 & 16
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation meeting in prior school year)	<i>October 15</i>	Pages 10, 16, & 17
Evaluator completes Educator Plans	November 1	Pages 16 & 17
Evaluator complete unannounced observations	Anytime during the 2-year evaluation cycle	Pages 17 & 18
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Four (4) weeks before Formative Evaluation date established by Evaluator	Page 18
Evaluator completes the Formative Evaluation, both the Evaluator and the Educator sign the Formative	June 10th of Year 1	Pages 18 & 19

Educator adds if any a response within five (5) school days		
Evaluator conducts Formative Evaluation Meeting with any Educator with an overall rating of less than proficient, or if requested by the Educator or Evaluator	June 15th of Year 1	Pages 18 & 19
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Four (4) weeks before Summative Evaluation date established by Evaluator	Page 19
Evaluator completes Summative Evaluation	June 1st of Year 2	Pages 19 & 20
Evaluator conducts Summative Evaluation Meeting with any Educator with an overall rating of less than proficient, or if requested by the Educator or Evaluator	June 1st of Year 2 or prior to the end of the school year.	Page 20
Evaluator and Educator sign Summative Evaluation, the Educator adds if any a response within ten (10) school days	June 1st of Year 2	Page 20

Educators on Plans of Less than One Year

- A) The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

11. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

12. General Provisions

- A) Only Administrators who are licensed may serve as primary Evaluators of Educators.

- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator may have a Springfield Education Association representative present at this meeting.
- E) The parties agree to establish a joint labor-management evaluation team which shall meet annually to review the evaluation processes and procedures.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

APPENDIX I
CLASSROOM EDUCATOR RUBRIC

