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

July 1, 2025 - June 30, 2028

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Part I: Introduction

Article 1: Parties and Association Recognition

The parties acknowledge that pursuant to G.L. c. 69, s. 1J (i), the Springfield School Committee has vested the Springfield Empowerment Zone Partnership with full managerial and operational control of the Empowerment Zone schools up to the limit of state law. The Springfield School Committee remains the employer of record.

Pursuant to the certification of representatives by the Massachusetts Labor Relations Commission, Case Number MCR-2920 on October 18, 1979, the Springfield School Committee recognized the Springfield Education Association/Massachusetts Teachers Association/National Education Association, (SEA/MTA/NEA), as the exclusive bargaining agent and representative of all employees into the current Unit A, including all educators, counselors, librarians, department heads in the elementary, K-8, Middle Schools, and Senior High Schools, therapists, Psychologists, Occupational Therapists, Speech and Language Pathologists, Speech and Language Assistants, Physical Therapists, Evaluation Team Leaders, Pupil Services Leaders, Instructional Leadership Specialists and educators on leave of absence, and excluding day-to-day substitutes, all other employees and further excluding all confidential and managerial employees as defined in the Law for the purposes of collective bargaining. The jurisdiction of the Association shall also include City Connects Coordinators and all those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, except Principals and Unit B personnel, will be allowed to continue performing classroom duties as stated in their (Unit B) job specifications as listed in Rules and Regulations of the School Committee approved prior to May 6, 1980.

Article 2: Definitions

- The term "Springfield Empowerment Zone Partnership" or "SEZP" refers to the board of directors of the SEZP and its designees
- The term "parties" as used in this Agreement refers to the Springfield School Committee and the Springfield Education Association ("Union") as participants in this Agreement.
- For purposes of Article 19, Dispute Resolution the term "parties" refers to Springfield School Committee, the Springfield Empowerment Zone Partnership Board, and the Springfield Education Association ("Union").
- For the purposes of Article 19, Dispute Resolution the term "employer" refers to the Springfield School Committee and/or the Springfield Empowerment Zone Partnership.
- The term "SEZP Schools" means schools governed by the Springfield Empowerment Zone Partnership board of directors.

- The term "school" as used in this Agreement means any work location or functional division maintained as part of the SEZP schools.
- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "educator" and the term "person" as used in this Agreement mean a person employed in the SEZP schools in the bargaining unit as described in Article 1.
- The term "SEA representative" as used in this Agreement means any authorized designee of the union.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the SEZP or any authorized designee of the SEZP.
- The term "Standard Contract" refers to the Collective Bargaining Agreement between the Springfield Education Association and the Springfield School Committee dated 7/1/25 to 6/30/28.

Article 3: Management Rights

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

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

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

Article 4: Changes During the Life of the Agreement

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

Article 5: Duration of Agreement

The Collective Bargaining Agreements are for the term of July 1, 2025 through June 30, 2028

Article 6: Entire Agreement

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

Article 7: Joint Commitment

A. Joint Commitment to Collaboration

1. The SEA and SEZP are committed to working together to mitigate the impact of the historical and institutional structures that affect our students' education, close the consequential gaps that exist and improve our students' academic achievement. We believe that this requires strong, consistent, and sustained collaboration at all levels of SEZP, especially between educators and school administrators.
2. SEZP and SEA believe that the process of working together collaboratively can only occur in an environment where there is trust that allows for taking risks, brainstorming, sharing, raising questions, listening intensively, offering alternatives, refining and implementing new ideas, acknowledging and learning from different perspectives, behaving as equal partners and co-developing and co-owning a shared ambitious agenda in pursuit of a shared vision.
3. We recognize that collaboration cannot simply be declared but requires a commitment to the process and must be valued by all parties. Therefore, SEZP and SEA agree to maintain structures and processes that solidify the collaborative relationships and establish a culture of collaboration in each school and the Zone.
4. SEZP and SEA are committed to helping all members of the Zone develop the mindset that supports the implementation of the collaborative structures outlined in this agreement and in the jointly-created guidance documents that support and foster a culture of collaboration in each school and at the Zone level
5. We believe strong, consistent, and sustained collaboration at all levels in SEZP, including between SEZP and SEA leadership; and between educators, school building reps, and school administrators results in better student performance outcomes and increases workplace satisfaction for educators and administrators.
6. SEA and SEZP agree that one role of SEA and SEZP leadership is to support and guide school teams to build strong cultures of collaboration in support of student achievement.
7. When there is sustained evidence that the culture of collaboration at a SEZP school has broken down, SEA and SEZP agree to implement a "collaborative

support partnership team” process to work with members of the school faculty and administration. While either party can trigger a collaborative support partnership team process, the SEA and SEZP will jointly agree upon a process for such support before beginning work with an individual school. The support process will be time-bound and customized based on the needs of the school.

B. Joint Commitment to Anti-Racism and Equity

1. The SEA and SEZP, 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.
2. The SEA and SEZP are committed to raising awareness of bias and systematically working to dismantle policies and institutional practices that are inherently racist and inequitable.
3. 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.

C. Commitment to Work Together

We commit to work together to make the changes needed to ensure equity exists in our schools. To this end we will:

1. Support educator driven initiatives that may develop to support this work,
2. Review data on recruiting, hiring, coaching, evaluation, and retention of educators of color, and develop initiatives, if needed, to ensure that we are able to increase and retain educators of color; and
3. Additionally, SEZP will ensure that there is ongoing professional development related to racial equity and identity-based harm developed and coordinated by individual schools and/or SEZP in collaboration with external partners, and/or organizations supporting equity work.

Part II: Association Privileges and Responsibilities

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

partnership with the Association and its members to drive rapid improvement in SEZP schools.

Article 8: Fair Practices

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

Article 9: Payment of Dues

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

Article 10: Building Cooperation

The principal shall recognize the Association building/school representative as the official representative of the Association in the school. The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings) and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth. No educator shall engage in Association activities during the time he/she is assigned to teaching or other duties.

Article 11: Protection of Individual and Group Rights

Nothing contained herein shall be construed to prevent the Springfield School Committee, a member of the School Committee, the Empowerment Zone board, a member of the board, or its designated representative, from meeting with any educator for expression of an educator's views. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with

his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

Article 12: Printing of Agreement

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

Article 13: Use of Facilities by Association

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

Article 14: Distribution of Materials

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

Article 15: Bulletin Boards

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

Article 17: Association Leave

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

Article 18: Leave for Conferences and Conventions

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

Article 19: Dispute Resolution

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Employer. In recognition of this intent, the parties agree that they shall use the organization and procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement, or violation of the Rules and Regulations of the School Committee, when appropriate to SEZP educators. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Steps of the Grievance Process:

Step 1: Informal Discussion with Immediate Administrative Supervisor

An aggrieved educator and an Association Representative (if the employee so desires) shall first discuss the dispute with the employee's immediate administrative superior or his/her principal with the objective of resolving the matter informally. Such informal discussion shall be held within five (5) school days of the request of the employee.

Step 2: Informal Discussion with SEZP Leadership

If the informal discussion does not resolve the grievance, the grievance must be brought to the next SEA-SEZP joint leadership meeting, which meets at least monthly, to discuss and attempt to resolve the matter.

Step 3: Principal or Administrative Supervisor

If the informal discussion with SEZP leadership does not resolve the grievance, it be submitted in writing to the building principal or administrative supervisor within 21 days of

the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated

The aggrieved educator, accompanied by an Association representative, shall meet and discuss the dispute with their principal or administrative supervisor within five (5) school days of the administrator receiving the grievance in writing. The administrator shall communicate their decision to the educator within five (5) school days after hearing the complaint.

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Employer. In recognition of this intent, the parties agree that they shall use the organization and procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Step 4: SEZP Co-Directors

If the decision of the administrator is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to SEZP Leadership. SEZP Leadership shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the board or its designee), then where applicable the grievance may be processed as indicated below.

Step 5: Mediation

If the grievance is not satisfactorily resolved at Step 4, the Association and SEZP must pursue mediation. In the event that both parties wish to forgo or to end mediation, the matter will be moved directly to a Step Six grievance. If a matter is brought to mediation, the mediation of the grievance may be initiated in accordance with the following provisions.

A. Within 10 school days of receipt of the decision at step 4, the Association may demand mediation of the dispute. Within thirty (30) days of the demand for mediation the Association and the SEZP shall meet for the purpose of mediation. The Association and the SEZP agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The Association and the SEZP agree to review their list annually, or more often if requested by either organization, and adjust the list as mutually agreed upon by the Association and the SEZP.

B. The mediator selected shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the Association and the SEZP. If one of the above mediators is unable to schedule a mediation conference within Twenty (20) days from the

receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the Association and the SEZP.

C. Mediation is an informal, off-the-record process in which the Association and the SEZP are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The Association and the SEZP shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding:

- a. Views expressed or suggestions made by either organization with respect to a possible settlement of the dispute;
- b. Admissions made by either organization in the course of the mediation proceeding;
- c. Proposals made or views expressed by the mediator; or
- d. The fact that either organization had or had not indicated willingness to accept a proposal for settlement made by the mediator.

D. The mediator does not have the authority to impose a settlement on the Association and the SEZP but will attempt to help them reach a satisfactory resolution of their dispute.

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

- a. By the execution of a settlement agreement by the Association and the SEZP; or
- b. By a written declaration of the mediator, either the Association and the SEZP, or both the Association and the SEZP to the effect that the mediation proceedings are concluded.

Step 6: SEZP Board

Within ten (10) school days after receiving the written declaration of the mediator that a settlement agreement is not executed, the Association may request to meet with the SEZP Board. The meeting shall occur within thirty (30) days. The SEZP Board shall issue its decision within ten (10) school days in writing. The SEZP Board's decision shall be non-binding. In the event that both parties wish to forgo meeting with the SEZP board, the matter will be moved directly to arbitration.

Step 7: Arbitration

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

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

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

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 SEZP, the Association, and the aggrieved educator. Fees and expenses of the arbitrator shall be shared equally by SEZP and the Association.

SEZP agrees that it will apply to all substantially similar situations the decision of any arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to the grievance denied by the decision of an arbitrator.

Miscellaneous Provisions

All appeals within Steps 1 to 7 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

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

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

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other educator of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other educator organization other than the Association.

When an educator does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views.

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

Article 20: Resolution by Peaceful Means

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

Article 21: Meeting with SEZP

The SEZP's designee will meet with the Springfield Education Association president and/or his/her designee at least 12 times during the school year and over the summer.

Part III: General Working Conditions

The Springfield School Committee has created the Empowerment Zone in order to empower school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a shared decision-making process, key stakeholders of the school - including a Teacher Leadership Team, faculty, and the administration of the school - will work to continuously improve equitable outcomes for students.

Article 22: Models and Structures for Teacher Leadership Teams

A. Joint Agreement on the Format of TLTs

The parties have agreed to:

1. Two default formats for the Teacher Leadership Teams at existing schools,
2. A modification process to the default formats for Teacher Leadership Teams at existing schools,
3. A process for developing a Teacher Leadership Team format at a newly created schools (defined as a school which did not have a Teacher Leadership Team in the previous school year), and
4. A process for a Teacher Leadership Team format at a transitioning school (defined as a school which had a TLT in the previous school year, and the school is being reconfigured)

B. Teacher Leadership Team General Guidelines

The following provisions apply to all Teacher Leadership Teams (TLTs), regardless of their use of default or modified team structures:

1. The SEA and SEZP shall co-create, co-define and co-lead - on an annual basis - a systematic plan and approach for helping new and returning educators understand Teacher Leadership Teams.
2. The Teacher Leadership Team shall meet at least monthly with the principal.
3. The term of elected TLT members is two years.
4. Once a new school has reached all grade levels one half of the TLT will be elected for two-year terms at the next annual election and one-half will be elected to a one-year term. Those positions that are elected to a one-year term will be elected for two-year terms the following year. The intent is to have approximately 50% of the TLT elected each year, with all members elected to two-year terms in the end.
5. If a TLT member changes assignment to another team in the school, or if the team they are representing and/or the TLT and principal determine that the rep is not upholding the responsibilities of TLT membership, a representative from their team will be elected to serve out the balance of their term in an interim election.

6. SEA leadership/staff and educators in the school are welcome to attend meetings of the Teacher Leadership Team.
7. Schools shall provide a stipend to the Teacher Leadership Team members. The amount will be announced to the staff by the principal prior to the first day of the student school year.

C. Teacher Leadership Team Elections

1. New members of the Teacher Leadership Team shall be elected annually between August and October 1 of each school year at a full faculty meeting. The date of the election shall be publicized to all faculty at least two weeks in advance of the election.
2. Teacher Leadership team elections shall be carried out by the school's union reps with support from SEA leadership.
 - a. Only members of the bargaining unit may be present during the meeting and vote.
 - b. Educators can be self-nominated.
 - c. Candidates must provide why they wish to be elected to the full staff and their representative teams in person or by email.
 - d. Teams will vote by secret ballot.
 - e. In instances where there is a need for an additional building rep, the building SEA representative will be chosen following the election of the team reps from the SEA building reps.
 - f. A principal, or their designee, may be present when the votes of the election are counted.
3. Annually, schools will submit to SEZP as soon as elections have been completed a TLT Selection and Faculty Engagement Form developed by SEZP in consultation with SEA. School principals and building reps are responsible for completing this form which will indicate whether the school is using the default Teacher Leadership Team model or a Teacher Leadership Team with modifications, the process used to elect the TLT, as well as how the principal and TLT will engage educators in the development, implementation, and revision of the annual school operational plans. If schools are using a Teacher Leadership Team with modifications, they must also include a written explanation of the model.
4. The SEZP will provide the completed TLT Selection and Faculty Engagement Forms to the SEA President for a period of no less than five (5) days. The SEZP will receive this feedback prior to approving each school's TLT Selection and Faculty Engagement Form. The SEZP will have sole and final authority in approving modifications to schools' TLT Selection and Faculty Engagement Forms.

D. Teacher Leadership Team Default Models

1. Unless schools have received approval to use a Teacher Leadership Team with modifications in their School Improvement Plan, a Teacher Leadership Team shall be established at each school in one of the following ways:

a) Default Model 1:

- i. One (1) representative who is currently employed in that grade from each grade level selected by the respective grade level team in a secret-ballot election (e.g. 1 for 6th grade, 1 for 7th grade, 1 for 8th grade);
- ii. At least one (1) representative, currently elected by the specialists not included on a grade level team at the ratio of no more than 8 members per representative. Specialists include all SEA bargaining unit members who do not belong to a grade level team, such as ELL and special education educators, physical education educators, guidance counselors, etc.)
- iii. One (1) SEA building rep who is also not representing a team, provided that there are not two or more building reps already elected from representative teams.
- iv. An additional representative from the SEA bargaining unit designated by the principal.

b) Default Model 2:

- i. One (1) representative who is currently employed in that content area elected by educators teaching in a core content area department in a secret-ballot election (e.g. 1 for ELA, 1 for Math, 1 for History, 1 for Science);
- ii. At least one (1) representative elected by the specialists not included in a core content area department team at the ratio of no more than 8 members per representative. Specialists include all SEA bargaining unit members who do not belong to a content level team, such as ELL and special education educators, physical education educators, guidance counselors, etc.);
- iii. One (1) SEA building rep who is not also representing a team, provided that there are not two or more building reps already elected from representative teams.
- iv. An additional representative from the SEA bargaining unit designated by the principal.

E. Teacher Leadership Team with Modifications

1. Schools may modify the structure, format, and composition of the Teacher Leadership Team, only by evidencing - with data - the specific needs of their students and staff. For example, larger schools may consider adding additional grade-level, content area, and/or at-large representatives to their TLT as part of a modified team.
2. So long as the Teacher Leadership Team contains at least three members selected by their peers and who are SEA bargaining unit members, any modification to the team

structure, meeting schedule, participants, or any other aspect of the team is acceptable.

3. To that end, a school may change the structure, format, or composition of the Teacher Leadership Team, so long as this modification is agreed upon by a majority of the Teacher Leadership Team and also by the building principal, after allowing for feedback from the faculty.
4. There may be instances where a school wants to change the structure, format, or composition of the Teacher Leadership Team after the close of one school year and in preparation for the next school year (e.g. August). In this circumstance, the modification shall be agreed by a majority of the Teacher Leadership Team members, present at a meeting, from the previous school year who remain at the school and also by the building principal, after allowing feedback from the faculty.
5. The SEA shall be provided notice and opportunity for comment and consultation on the proposed modification prior to SEZP's leadership's review and potential approval of the modification.
6. If approved, the change will then be entered into a school's TLT Transition Form prior to elections in the fall.

F. Teacher Leadership Teams for New Schools

The leader of a new school - defined as a school which did not have a Teacher Leadership Team in the previous school year - may modify the structure of a TLT from the two default models listed above based on the new school's specific needs. The SEA shall be provided with notice and opportunity for comment and consultation on the proposed TLT format for the new school prior to SEZP leadership's review and potential approval of the structure of the new school's TLT. Once a school has reached all grade levels the TLT will determine the structure going forward after discussion and input from the faculty.

G. Teacher Leadership Teams for Transitioning Schools

The TLT of a transitioning school - defined as a school which had a TLT in the previous school year, and the school is being reconfigured - may modify the structure of a TLT from the two default models listed above - based on the transitioning school's specific needs. The SEA shall be provided with notice and opportunity for comment and consultation on the proposed TLT format for the transitioning school, prior to SEZP leadership's review and potential approval of the structure of the new school's TLT.

H. Teacher Leadership Teams for Reintegrating Schools

A reintegrating school is one that will exit SEZP and rejoin SPS in the following school year. The role of the TLT in shaping the following school year (e.g., through the school planning process) will not be determined by SEZP. As the outgoing managing entity, SEZP may be asked to advise on the TLT's role, but both SEA and SEZP acknowledge that SEZP will not define it.

Article 23: Annual Continuous Improvement Plans and Teacher Leadership Teams

A. Introduction

1. All schools will have a Teacher Leadership Team (TLT) as the vehicle for shared decision-making at the school level. Through a shared decision-making process, the TLT will work diligently with the school administration on the design and implementation of an annual continuous improvement plan. To that end, each school will implement a process to engage educators in the development of a school's continuous improvement plan. Engagement of educators must be substantive and allow for opportunities for leadership to both share information and receive feedback from educators in the building to ensure staff support and buy-in.
2. Teacher Leadership Teams will have 10 minutes at the start of each TLT meeting - without the principal present - to discuss matters relevant to the TLT. The TLT Advisory team shall develop best practices for TLT, including agenda setting. The goal shall be that the TLT advisory team shall have TLT members from each school.

B. Components of Annual Continuous Improvement Plans

1. Each TLT will review class sizes by February 1 and provide the principal with recommendations for addressing any challenges or opportunities related to class size for the following school year.
2. A school's continuous improvement plan includes:
 - a) Educator Working Conditions (including a school calendar) for the school year ahead,
 - b) Defined priorities and goals, anchored in data, for the school year ahead and
 - c) A set of strategic actions, based on the priorities, for the school year ahead.
3. SEZP may establish additional components of a school's continuous improvement plan annually and will share these with the SEA, prior to their finalization and sharing with schools.

C. Process for Developing Educator Working Conditions

To the first component of a school's annual continuous improvement plan, the Teacher Leadership Team shall participate in the development and approval of working conditions set forth in a school's annual Educator Working Conditions. As referenced above, each school will implement a process to engage educators in the development of a school's Educator Working Conditions.

However, if an agreement cannot be reached at the school level, the SEZP shall make the final decision when approving the final educator working conditions or subsequent revisions. Further description of educator working conditions follows in Article 24: Teacher Leadership Teams and Educator Working Conditions.

Moreover, an electronic roster of all of the current bodies/teams in the school and their respective responsibilities and membership will be maintained and a link to this roster will be made available to faculty.

D. Process for Defining Priorities and Goals, and Setting Strategic Actions

To the second and third components of a school's annual continuous improvement plan, the administration of the school will engage key stakeholders - including the faculty, TLT and SEZP - in the creation and publishing of the defined priorities, goals, and the setting of strategic actions, before seeking SEZP Board approval. Administration will work with the TLT members to engage educators through TLT team meetings and other means on the defined priorities and goals, and setting of strategic actions, as a way to share information and receive feedback from educators in the building, and the TLT prior to sending to SEZP for approval. Final continuous improvement plans will then be subject to the review and approval of SEZP, and ultimately the SEZP Board.

E. Changes to Annual Continuous Improvement Plans Throughout the Year

Once the annual continuous improvement plan is developed for a specific school, that document is presumed to govern educator working conditions at the school for the following school year. After engaging with their Teacher Leadership Team and faculty in the decision-making process, principals may submit a request to the SEZP to alter their continuous improvement plans following submission of their operational plans or during a school year. The SEZP will have sole and final authority in approving any school year modifications to continuous improvement plans.

An SEA building representative serving on the TLT shall communicate to the SEA when the School's TLT members are notified of their need to engage on the potential change.

F. Teacher Engagement with Annual Continuous Improvement Plans

As noted above, educator engagement on the development of the continuous improvement plan is critical to the ultimate success of the plan. To that end, TLT members are responsible for keeping their representative group informed of the work of the TLT. In the event that a TLT member requires time to meet with their representative team and is unsuccessful in their efforts to find that time, the TLT member and principal will find time during the workday for the TLT member to meet with their representative team.

Article 24: Teacher Leadership Teams and Educator Working Conditions

- A. It is the intent of the SEZP to have Educator Working Conditions approved, shared publicly on the Zone website, and emailed to current educators at each school prior to

the Springfield Public Schools transfer process, which begins in mid-March. Specific items in plans may not be fully completed if there are outstanding policy, operational or other issues that are not yet resolved prior to the transfer window, in which case the plan will be considered a draft and SEZP will notify SEA and the members of the TLT. Should such outstanding items exist, the TLT and Principal at the school will notify the faculty by email and finalize the plan as soon as practicable.

1. Springfield Public Schools educators will receive notification that Educator Working Conditions are available to view.
2. The parties intend to have maximum flexibility in school operations under this article. The SEZP shall have sole and final authority to resolve any dispute related to the implementation or execution of Educator Working Conditions.
3. Areas for Working Conditions: Each school's annual Educator Working Conditions shall include but not be limited to:
 - Setting school priorities for the coming school year.
 - Allocation of discretionary funds including in areas - when applicable because of budget timelines - including:
 - Wraparound services for students and families
 - After-school programs
 - School supplies, provided that no educator shall be required to purchase or otherwise provide at their expense, materials for student use
 - Other items as designated by the SEZP provided there is no material conflict with other provisions of this document [Moved from below
 - School curriculum decisions that maintain educators' ability to scaffold grade level curriculum to meet students' needs
 - Professional development activities applicable to the school as a body
 - School calendar
 - Hours of school operations include daily start and end times for students and educators. Schedule for staff and students, provided that all educators will continue to receive duty-free lunch and regular student-free preparatory time.
 - Scheduling of school-wide parent/educator meetings
 - Work before and/or after the regular school year
 - Notices and announcements
 - School health and safety issues
 - Rotation of duties
 - Bulletin boards
 - Other items as designated by the SEZP provided there is no material conflict with other provisions of this document

- Family-educator communication
 - It should be noted that, starting in school year 2026-27, each school must offer a line of communication between educators and families (Power Teacher, Kickboard, Class Dojo, etc.). This line of communication must be primarily maintained by administration or a designated appointee.
- B. Defining priorities and goals and setting strategic actions necessitates a rich and deep understanding of the budget at a school. To that end, SEZP shall publicly post – by June 30th of each year – the following budgetary information about each school for use in defining priorities and setting strategic actions:
 - Total Projected Student Enrollment
 - Total Projected Per-Student School Allocation
 - Selections from the Optional/Non-Optional Menu of SPS Services
 - Selections from the Optional/Non-Optional Menu of SEZP Services
 - Projected School-Level Staffing Expenses
 - Projected FTE for the following:
 - Principal/Administrators
 - Teachers/Deans/Counselors
 - Paraprofessionals/Tutors
 - Nurses
 - Custodian
 - Other/Clerk/Exempt
 - Projected Other School Level Expenses
- C. Principals and Teacher Leadership Teams – to help inform their development of Educator Working Conditions for the following year – will be asked to 1) engage in a mid-year data analysis and 2) follow a document, jointly created by the SEA and SEZP leadership, which shall include best practices and expectations for the responsibilities of and collaboration amongst TLTs and Principals.
- D. The Educator Working Conditions shall be recorded in a template, developed by SEZP leadership, in consultation with the SEA (annually by the December of each year of this agreement).
- E. Decisions made in these areas through a school’s educator working conditions shall be forwarded to the Association President and SEZP and shall be made available to schools throughout the Empowerment Zone.
- F. Any changes that the SEZP determines must be made to the Educator Working Conditions prior to approval by the SEZP must be communicated to the SEA and the TLT by the SEZP when the SEZP notifies the School’s Principal.

- G. The SEZP retains final authority over school working conditions as defined in each school's continuous improvement plan and its determination shall be final.

Article 25: Working Conditions

A. Work Year

1. In accordance with Article 22, the work year will be determined as part of each school's Educator Working Conditions and will be made public, if at all possible, prior to the Springfield Public Schools transfer process. Springfield Public Schools educators will receive notification that work year schedules are available to view. Once the required work year is set in the Educator Working Conditions, it cannot be changed without going through the process outlined in the Article 23, Section C: Changes to Continuous Improvement Plans throughout the year.
2. The base educator work year will be 1475 hours. A school's Teacher Leadership Team may add additional required hours to the educator work year as prescribed in the school's operational plan. Total educator hours during the normal school day for the year shall not exceed 1771 hours, including functions outside the normal school day, such as parent meetings, after-school functions, and other similar activities.
3. Expert educators will work a required additional 10 days per school year above the hours prescribed in a school's educator working conditions. The base compensation for Expert educators reflects this additional time worked.
4. The student instructional year will be a minimum of 180 days. Schools in turnaround status shall provide a minimum of 1360 student hours at the Middle School level and 1250 hours at the High School Level. Once a school exits turnaround status, the TLT shall decide the student hours for the school, so long as student hours are equal to or above the regular DESE hours at that level.

B. Workday

1. Educators and other professional staff shall devote the time required, consistent with each school's Educator Working Conditions, to achieve and maintain high quality education in Empowerment Zone schools. For example, unless formally excused, educators and other professional staff shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations, and other similar activities as specifically delineated in the Educator Working Conditions.

2. Prep Periods: Educators will have - at minimum - one self-directed 40-minute preparation period per day. This self-directed time can be used to plan, grade, collaborate with colleagues, etc. In extenuating circumstances, educators may be asked to perform some duties during this time. On that day the educator must have an equivalent non-instructional period. Whenever possible, educators should be given priority access to their own teaching space during preparation periods. If an educator cannot have access to their own teaching space during preparation periods, every effort will be made to provide a functional working space.
3. In service of a unique program (e.g. an adjunct professor teaching early college), an educator may not have - at minimum - one self-directed 40-minute preparation period per day. This aspect of the educator schedule will be clearly noted in the respective job posting. Additionally, educators in these positions will be notified of any changes to their schedule, prior to the transfer window.
4. Every effort will be made to ensure that the 40 minutes of preparation time is not adjacent to any other scheduled activity (e.g., STAT meetings, grade-level team meetings) that is less than 15 minutes in duration, in order to preserve the integrity and utility of the preparation period.
5. All schools are expected to provide educators with professional development, collaboration activities, and/or PLC meetings, with an anticipated schedule of meetings to be provided to educators by the first week of school. Educators will be notified of any changes in writing in the school year.
6. In extenuating situations, educators may be asked to perform duties or cover classes during their preparatory period. In this case, assignments will be shared as equitably as possible by the faculty. Where this coverage results in the reduction or loss of an educator's prep period for the day, the educator shall be compensated for the preparatory period, at the rate in Appendix B.
7. In accordance with Article 22, the workday will be determined as part of each school's Educator Working Conditions and will be made public, if at all possible, prior to the Springfield Public Schools transfer process. Springfield Public Schools educators will receive notification that workday schedules are available to view.

C. Academic Calendar

The SEZP will establish a baseline school calendar each year that may include student start date, professional development days, and school vacations and holidays. This calendar will be based on a preliminary calendar developed annually by Springfield Public Schools; however, SEZP may alter the calendar each year as needed.

As part of the Educator Working Conditions, schools may make modifications to the baseline calendar that meet their unique school needs. SEZP will approve school-level calendars when reviewing and approving Educator Working Conditions. School calendars will be approved published on the Zone website and emailed to staff prior to the transfer window in accordance with Article 22, so long as SPS has set the district-wide calendar reasonably before this date and publicized prior to the transfer window in accordance with Article 22.

School and professional development sessions will not be held on state and federal holidays. However, supplementary academic programs may be held on these days.

D. Teacher Assignments

Prior to the transfer process, principals will outline to faculty major schedule changes that are under consideration for the following year. By way of example, major schedule changes may include change in the length and/or number of periods or schedule rotation.

Educators may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for the following year. In order to preserve the proper educational climate, each school's principal shall make every attempt to notify educators of the following matters concerning their programs for next school year by June 1st. When changes are necessary the educator must be notified at the earliest reasonable time. In these cases, changes should reflect the most minimal impact on the proposed schedule communicated to the educator before the end of the previous school year via email with the following information:

- subjects to be taught
- grades of the subjects to be taught
- any academically talented, accelerated, honors, seminars, or special groupings which an educator may be required to teach
- number of periods
- room assignments
- any other pertinent information

E. Educator Displacement

Consistent with the authority delegated by the Springfield School Committee, the SEZP has the right to reassign educators and other staff who have been displaced from their positions. After discussion with the affected educator or staff member, the educator or staff member may be assigned to any open position for which he or she is qualified. If the educator or staff member is not assigned to a mutually agreeable position, either through the transfer process or off-cycle transfer, the SEZP, with consultation from the Springfield superintendent, will

assign the educator or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching, or administrative tasks.

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

F. Duty Free Lunch

1. Each educator will be provided with an uninterrupted thirty (30) minute duty free lunch period. Except in emergency or extenuating situations, educators shall be permitted to leave the school building during their 30-minute scheduled lunch period with advance notice of the principal or his or her designee and with the completion of a signed In and Out log.
2. In an emergency, educators who volunteer to provide lunch coverage during their own duty-free lunch period will be compensated at the rate set in Appendix B.

G. Continuity of the Teaching Process

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

H. Professional Development

1. Professional development programs generally will be determined at the school level. There will be occasions, however, when the SEZP may require specific professional development.
2. Staff employed in the SEZP schools will have access to Springfield Public Schools and/or SEZP professional development; the employee must receive prior approval from his/her principal to attend the professional development session.
3. Staff employed in the SEZP schools will have access to Springfield Public Schools and/or SEZP professional development; the employee must receive prior approval from his/her principal to attend the professional development session.
4. If a school proposes professional development not occurring contiguous to the regular school year, the SEA will be notified, and that proposal will be scrutinized by SEZP leadership, including but not limited to, an interview with school leadership as to the necessity of such timing. If there exists a necessity for such professional development, be approved by SEZP leadership.
5. This decision must be made prior to the transfer process and written into the Educator Working Conditions. Non-contiguous PD shall be paid at the employee's per diem rate.

I. Grading

An educator's mark shall not be changed arbitrarily or without valid reason. No marks shall be changed unless the educator is notified first and has been given the reason for the change.

J. Dress Code

All employees covered under this collective bargaining agreement must:

- Dress in a neat and clean manner appropriate to their role and responsibilities.
- Use good judgment in attire that is respectful of students, families, and colleagues.

School spirit days may be designated by the administration in collaboration with staff.

K. Lesson Plans

1. The goal of lesson plans should be to assist the educator in preparation for effective lessons and to support educator development towards a school's instructional vision, particularly for early career educators. It is understood and agreed upon that lesson plans are artifacts of planning and do not always reflect its implementation.
2. No lesson plan shall require minute by minute schedules.
3. Lesson plan collection and feedback systems will be differentiated to meet the developmental needs of educators and to inform future lesson planning. If feedback is requested by the educator, feedback must be meaningful, actionable and in writing.

L. Substitute Educators

Every school shall establish a clear plan for substitutes and class coverage in the Faculty Handbook provided to all educators before the start of the year, a plan which could include - if available - substitutes to cover classes. Assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.

M. Student Educators, Interns, and AmeriCorps Volunteers

Placement of all student educators, interns, and AmeriCorps Volunteers by whatever title they may be known, is processed through the Human Resources Department.

1. Acceptance of student educators, interns and AmeriCorps Volunteers shall be voluntary.

2. Educators (all Unit A members) should communicate to their immediate supervisor of their willingness to accept a student educator/intern for a specified period of time and in a definite assignment area.
3. The student educator's duties shall be determined cooperatively by the supervising educator, the principal, and the representative from the student educator's college in accordance with DESE regulations.

N. Conditions of Instruction

The parties agree that an educator's primary function is to teach, therefore:

1. Every effort will be made to limit class interruptions.
2. Except in emergency situations as determined by the principal or their designee or to provide counseling or approved special instructions, pupils shall not be taken from the class.
3. Except in emergency situations, educators shall not be required to assume any office duties in the event of absence of office personnel.
4. Educators may be required to assist with toileting, diapering, or toilet training only in rare instances, based on individualized student needs and when no other appropriate support is available.

O. Positive School Culture

School climate refers to how students, staff, and families experience the school environment—shaped by relationships, staff practices, and organizational structures. A positive climate fosters physical and emotional safety, meaningful connection, and high expectations through supportive, respectful, and caring interactions across the school community.

The parties agree that a positive school climate can impact both educator morale and retention and student performance. Therefore, the parties agree to implement a joint labor/management process when either party believes that there is a need to intervene in a school due to a lapse in positive climate. In each situation, the parties will agree on a data collection process, when necessary, which may include a climate survey.

P. Student Discipline

SEZP and the SEA affirm a shared commitment to implementing restorative practices as the core approach to student discipline, relationship-building, and school climate. To that end, SEZP will provide annual, high-quality training in restorative practices to educators and administrators that is focused on implementation and ongoing support.

Article 26: Student Support Services (Processes and) Roles

All SEZP Schools will have a pre-referral process (e.g. STAT) focused on ensuring that all students receive the academic, behavioral, and social-emotional support they need to succeed. The team collaborates with educators to identify barriers to student learning and develop targeted strategies for intervention within the general education setting. Support may be initiated for individual students, small groups, or broader classroom-based challenges. The goal is to equip staff with the tools and guidance necessary to respond effectively to diverse student needs in a timely and coordinated manner.

The work year for the following specific Student Services roles - including Clinicians, Behavior Specialists, Speech and Language Pathologists and Assistants, Educators of the Hearing or Visually Impaired, School Psychologists, Occupational and Physical Therapists, Adaptive PE educators, Vocational Counselors for Special Education, and Evaluation and Team Leaders (ETLs) - is five days before and after the standard SPS calendar. Additionally, any expectations related to these specific Student Services roles will be outlined in the Student Supports and Services Educator Handbook, which will be created by SEZP and reviewed annually at the start of the school year.

Additionally, for each of the aforementioned Student Services positions, specific job responsibilities will be clearly outlined in the respective job postings. Furthermore, SEZP and SEA will establish a joint labor-management committee to annually review and gather input on the position descriptions of these specific Student Services roles. SEZP shall make every effort to implement the committee's input to inform future updates to these position descriptions.

Article 27: Counselor Roles

Recognizing that school counselors play a vital role in supporting students' academic progress, mental health, and postsecondary readiness, SEZP is committed to equipping and empowering counselors to lead this essential work.

To that end, school counselors shall have access to professional development opportunities necessary to earn Professional Development Points (PDPs) required for DESE licensure. All counselors will be provided with secure, locking doors, file cabinets, and desks to ensure confidentiality and student privacy.

Specific job responsibilities of counselors will be clearly outlined in each counselor job posting, and staff will be notified of any changes to job expectations prior to the opening of the internal transfer window, or when any changes must occur.

The lunchroom for school counselors is a valuable space to promote the social development of and build relationships with students. As a result, every effort will be made to

ensure that school counselors are not engaged as a primary supervisory person if they are assigned school lunch duty. Moreover, the parties reaffirm that school counselors will have a duty-free lunch. In the event a counselor does not receive a duty-free lunch, they will be compensated for lunch duty.

Furthermore, SEZP will establish a joint labor-management committee composed of SEZP leadership and SEZP counselors. SEZP shall make every effort to implement the committee's input to inform future updates to counselor job descriptions and support the continued development of a comprehensive and effective counseling program.

Article 28: Libraries and Librarians

SEZP and SEA recognize the importance of fostering lifelong learning and equitable access to library resources for all students. Every effort will be made to ensure that schools have a library area which is staffed by a certified librarian or an educator with library training and experience.

Additionally, the parties support efforts to ensure that all students have access to local public libraries, including opportunities to obtain library cards and learn how to navigate library systems. To that end, SEZP will work collaboratively with schools and local library partners to facilitate student orientation, outreach, and engagement with public library resources.

Article 29: Educator Hiring and Promotions

- A. In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.
- B. Educators shall be entitled to apply for open administrative or educator leadership positions for which they are certified, by application to the building principal within ten (10) school days of the posting which identifies the position for which application is made.
- C. SEZP will notify all Zone educators by email when they first post jobs for the next academic year. Educators may apply prior to the transfer process for jobs posted for the next academic year. Educators may apply to transfer to another building for the next school year, using transfer protocols as established by the SEZP in partnership with the Springfield Public Schools.
- D. For all open positions, the job description and qualifications, including appropriate certification, duties, requirements, salary, and other pertinent information relating to the position shall be posted on websites as determined by individual schools. The parties agree that a grievance alleging a failure related to the posting procedure shall

be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process, with the exception that disputes connected to compliance with posting requirements may proceed directly from informal dispute resolution to an appeal to the SEZP board of directors.

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

Article 30: Mentor Program

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

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

Mentors and mentees must meet at a minimum of two times a month. If mentors and mentees are struggling to find a common time, one or both should contact SEZP leadership to ensure that such time is available.

To promote trust, growth, and reflective practice, communication between a mentor and their assigned mentee shall be considered confidential. Exceptions to confidentiality may only occur if required by law (e.g., in cases involving student safety or mandatory reporting obligations). Nothing in this clause shall preclude mentors or mentees from voluntarily seeking additional support or guidance outside the mentoring relationship, without violating the confidentiality of the relationship.

Article 31: Seniority

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

Article 32: Advance Notice of Resignation, Retirement or Non-Renewal

Educators are expected to give 60 days' advance notice of resignation and/or retirement from the school system whenever possible. Notice of non-renewal of educators, without professional status, shall occur no later than June 1st.

Article 33: Reduction in Force

- A. The Springfield Public Schools has the right to lay off educators and other staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Springfield Public Schools will establish the selection criteria for layoffs of educators and other staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), multiple measures of student learning, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.
- B. The School Committee retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.
- C. In the event that an individual educator with professional status is slated to be laid off, SEZP commits to taking the following steps:
 - 1. SEZP will make such staffing decisions in a timely manner to enable the educator to request transfer to the district through the district's educator transfer and reassignment process, by making such decisions one month prior to the transfer window to the extent possible.
 - 2. In addition, SEZP will confer with the district to determine if the educator can be transferred or reassigned to a position in the district for which he or she is qualified and for which he or she has sufficient seniority to assume.
 - 3. SEZP will consult with the SEA to discuss possible options for the re-assignment of the educator to another position for which s/he is qualified in the Zone and endeavor to come to a mutually satisfactory agreement.
- D. An educator with professional status shall not be dismissed if there is an educator without professional status employed whose position the educator with professional status is qualified to fill. SEZP shall have the sole discretion to determine whether a PTS educator is "qualified" (in addition to being appropriately certified) for such a position.
- E. The SEZP has the right to reassign educators and other staff who have been displaced from their positions. After discussion with the affected educator or staff member, the educator or staff member may be assigned to any open position for which he or she is qualified. If the educator or staff member is not assigned to a mutually agreeable position, the SEZP will assign the educator or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching, or administrative tasks. If no such position exists, the educator shall be laid off, subject to applicable statute. The SEZP retains the right to determine the number of teaching/educator positions and other professional positions which are needed in the SEZP schools.

- F. Whenever possible, and if SEZP determines it to be in the best interests of the students, staff reductions will be accomplished by attrition. If a position becomes vacant it will be eliminated or a qualified educator will be transferred to that position at SEZP's sole discretion, in order to lessen the impact of any reduction in force.
- G. Definitions:
1. Seniority: Unit A Seniority is defined as the total number of years of teaching service in the bargaining unit in the Springfield Public Schools and/or in the Springfield Empowerment Zone. For each year an employee is assigned to a Unit B position, beginning in the fourth year of Unit B employment the employee will lose one year of seniority in Unit A; however, no employee shall have his or her seniority reduced below three years of service.
 2. Professional Teacher Status: The status of an educator who meets the requirements under M.G.L. c. 71, § 41.
 3. Certification Categories: For purposes of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.
 4. Educators with professional educator status who have been laid off pursuant to a reduction in force shall be eligible for any benefits for which they are eligible under the federal law known as "COBRA." Copies of layoff notices shall be sent to the Association.

Article 34: Educator Dismissal and Discipline

- A. Educator dismissal and suspension shall be governed exclusively by applicable statute. The Association may elect to use the dispute resolution processes in this agreement for disciplinary matters (excluding dismissals and suspension), provided, however, that if the Association in its own name initiates and prosecutes a legal challenge to the discipline in any other legal or administrative forum, the grievance shall (a) be held in abeyance while the legal or administrative claim is advanced and (b) dismissed if such claim results in a final determination that resolves the contractual issue. The foregoing language shall not apply to any legal or administrative claims filed by the Association for the purpose of preserving rights by meeting a filing deadline or by an individual (with or without Association assistance) in his or her own name.
- B. An educator 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.
- C. Professional Courtesy: When a principal or supervisor must speak with an educator in

regard to events unacceptable to the principal or supervisor, those discussions shall not occur in the presence of parents, pupils, educators, or non-professional employees, except in extenuating circumstances.

Article 35: Damage and Loss of Property

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

Article 36: School Facilities

SEZP will work with the principals and SPS Facilities to provide in each building:

1. To have every class held in a properly heated, lighted, ventilated, and equipped classroom.
2. Each educator shall be provided with a working desk, chair, and a space for the educator's exclusive use in which they may securely store their instructional materials and supplies. Space as used above is intended to mean a locker, closet, or file cabinet.
3. Adequate parking facilities for educators shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.
4. Mailboxes for educators shall be provided in all schools.
5. Photocopying machines and computers in each school shall be available to educators to use in preparation for instructional materials.
6. In school buildings, separate lavatory facilities shall be provided for staff.
7. All school grounds shall be smoke free.

Article 37: Notices and Announcements

Educators shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.

A copy of all official circulars pertaining to educators shall be sent to the Springfield Education Association office and shall be posted on the school bulletin boards and/or an

appropriate official website. A systematic method of circulating information shall be devised in each building.

Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum. Schools will endeavor to make necessary announcements during the first and last five minutes of a class period.

A copy of teaching programs and non-teaching assignments will be posted in each building and a copy sent to the President of the Association by the principal of each building, on request.

Educators are required to update through Employee Self-Service any change of mailing address (instructions will be provided). The City, Springfield Public Schools and the Springfield Empowerment Zone Partnership (SEZP) will not be responsible for any mailings (including W-2 forms) if the address on file is incorrect. This address file will be shared with the Association at its request.

Article 38: Health and Safety

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

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

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

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

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

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

A school building may be closed when temperatures become extreme, in accordance with the SPS Extreme Weather Policy.

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 a need for some educators to use preparation periods during locker searches and other violence prevention activities. An emergency is defined by a situation that calls for a spontaneous, previously unplanned violence prevention activity, an activity which is set into motion because of police information or school administration evaluation of new information.

Photo ID Cards

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

Visitors

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

Healthy School Environment

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

work environment may be brought to the district's Operational Leadership Team and the Association will be notified.

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

Article 39: Assistance in Assault Cases

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

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

Article 40: Personnel Files

Personnel files shall be maintained under the following circumstances:

No material derogatory or commendatory to an educator's conduct, service, character, or personality shall be placed in the files unless the educator is sent a dated copy at the same time with written notice to the educator of the intent to place the materials in the educator's personnel file. The educator shall have the right to submit a response to the statement. The educator's answer shall also be included in the file. Upon written request, an educator shall be given access to their file without delay. Upon receipt of a written request, the educator shall be furnished with a reproduction of any material in their file.

Facilities shall be made available for the educator to make photocopies of such contents and records, except in circumstances beyond the control of administration. Official grievances filed by any educator under the Grievance Procedure shall not be placed in the personnel file of the educator; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement. Upon request of an educator, all material of a derogatory nature shall be removed from an educator's personnel folder after a period of three (3) years.

Part IV: Evaluation and Supervision

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

Article 41: Evaluation

The Springfield Effective Educator Development System (SEEDS) is attached as Appendix A1 to this Agreement for reference. The parties agree to maintain a SEZP / SEA joint labor-management evaluation team which shall review the evaluation processes and procedures and implement agreed upon changes and adjustments. Such changes and adjustments to the current Springfield evaluation system shall be attached to this Agreement as an updated Appendix A1.

Schools shall have the ability to change the evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. The system must be approved by the SEZP. These plans shall be provided to the Association when presented to the SEZP for approval.

Educators shall be evaluated according to the evaluation system in Appendix A1 SEEDS as described in Appendix A unless their school has an approved alternative performance evaluation system.

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

Part V: Compensation and Benefits

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

Article 42: Sick Leave

A. Sick Leave

Each educator shall be granted ten (10) disability and emergency (sick) leave days at the commencement of each school year in which he is serving in an Empowerment Zone

school as of the first day of said school year whether he reports for duty or not (subject to the provisions of paragraph B of this Article).

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

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

Personal days will not count towards the four (4) disability and emergency leave days referenced above, provided that the employee completes a form with the rationale for the use of the personal day and that it is approved by the employee's Principal. In the event that the Principal does not approve the rationale, the employee may appeal to the SEZP. Bereavement leave days, professional development, jury duty, 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, an educator may use sick leave in one-hour increments, up to four hours, for scheduled medical appointments for themselves or for the educator's minor- child, which cannot be scheduled outside the educators' scheduled workday. When requesting such leave, the educator must affirm that the appointment cannot be scheduled outside the educator's workday. Before or after a partial sick leave day is approved, the principal may require the educator to provide verification from the medical provider of the date and time of the scheduled appointment. Upon absence of more than three (3) consecutive days, the SEZP or its designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits. Any employee who is absent for three (3) consecutive days or more or absent more than three (3) occasions in a school year may be required to call the principal of their school or other designated supervisor, as well as the substitute educator line, to report their absence.

The parties agree that disabilities caused by and related to the pregnancy and childbearing of female educators are compensable under the provisions of this Article. If an adoption agency requires and certifies that an adopting parent must stay home with a child, then the educator may be paid up to eight weeks (40 school days) during that

school year of sick leave if the educator has unused disability and emergency (sick) leave in her/his account.

Each educator shall be credited for such unused disability and emergency leave (sick leave) as s/he has accumulated (subject to the provisions of Section B of this Article) since the initial date of his/her present employment under the policies of the Springfield School Committee and/or SEZP in effect during the years of continuous employment. In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.). Reference to this statute and its provisions is for informational purposes only. The parties do not intend to incorporate the statute into this Agreement.

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

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

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

Educators will report their absence to the substitute educator line, as well as notify by text or email a designated administrator at the school.

B. Sick Leave Bank

1. SEZP will contribute a number of sick days to the Sick Bank proportional to its share of Unit A members across all SPS schools. For the 2025-26 school year, SEZP will contribute 118 sick days to the Sick Bank; an additional 142 days may be added at the end of the 25-26 year if SEZP achieves a 96% educator attendance rate.
2. SEZP and SEA agree to a rewrite of Sick Bank language by both parties including allowing Parental leave.
3. Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification or quarantine by

order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, is hereby established as of September 1, 1980 exclusively for the use of the members of this bargaining unit.

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

Subject to the provisions of this Article, each educator may, following a maximum of ten (10) school day waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank. If days are granted, they shall cover retroactively the waiting period.

The Sick Leave Bank shall be administered by the Bank Committee made up of two (2) appointees of the Association and two (2) appointees of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee but shall vote only in the absence of one or both of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. Attendance history can be used as a factor in approving sick bank days. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

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.

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.

Article 43: Sick Leave Abuse

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

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

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

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

Article 44: Sick Leave for Injury

Bargaining unit members absent due to a work-related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement.

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

All members off 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 45: Military Leave of Absence

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

Article 46: Organized Reserved Forces

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

Article 47: Personal Days

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

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

Except for serious extenuating reasons, which must be approved by the principal of the school or his or her designee, no such leave will be granted during the first or last week of school or during weeks when students are participating in state-wide testing. With the written approval of the Principal or his designee, and with seven (7) school days' notice, two Unit A employees or (5) percent of the employees covered by this Agreement, whichever is larger, at a given school may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be

administered on an equitable basis. As a condition of the granting of said leave, a completed lesson plan shall be submitted to the school Principal. Employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the principal's approval within 5 days or reasonably soon thereafter. An educator who is denied personal leave may appeal the decision to the SEZP, whose decision shall be final.

Article 48: Maternity and Child-Rearing Leave

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

An educator with professional status who wishes child-rearing leave shall be granted leave without pay up to two years from the date of termination of pregnancy. Such leave will be extended to the first day of the educator 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.

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

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

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

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

An educator without professional status may be granted an unpaid leave of absence for the purpose of child-rearing for up to twelve (12) weeks. An educator without professional status who chooses to resign rather than return after this leave shall be granted an interview if applying for a similar position for which he/she is qualified, provided that the educator had

an evaluation rating that was not "Unsatisfactory." If rehired, such an educator will have unused sick leave days restored.

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

Article 49: Funeral Leave

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

Article 50: Religious Leave

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

Article 51: Professional Leave

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

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

Article 52: Leave Without Pay

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

Article 53: Return from Leave of Absence

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

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

Article 54: Jury Duty

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

An educator 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 educator 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.

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

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

Article 55: Graduation Leave

1. An educator 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 educator's disability and emergency leave (sick leave).
2. An educator 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).

Article 56: Tax-Free Annuity

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

Article 57: Health Insurance

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

Article 58: Pension

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

Article 59: Mileage Allowance

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

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

Part VI: Compensation and Salaries

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

Article 60: Professional Compensation System

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

Article 61: Career Ladder

A. Background on Career Ladder

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

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

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

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

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

B. Career Ladder

Career Level	2025-2026 [1st Year of New CBA]	2026-2027 [2nd Year of New CBA]	2027-2028 [3rd Year of New CBA]
Provisional	\$ 59,404.86	\$ 61,484.03	\$ 63,328.55
Developing I	\$ 61,460.37	\$ 63,611.48	\$ 65,519.83
Developing II	\$ 64,611.95	\$ 66,873.36	\$ 68,879.56
Career I	\$ 66,731.63	\$ 69,067.23	\$ 71,139.25
Career II	\$ 70,277.54	\$ 72,737.25	\$ 74,919.37
Career III	\$ 76,097.34	\$ 78,760.75	\$ 81,123.57
Career IV	\$ 79,427.97	\$ 82,207.95	\$ 84,674.19
Career V 1st Year	\$ 82,678.91	\$ 85,572.67	\$ 88,139.85
Career V 2nd Year	\$ 85,842.90	\$ 88,847.40	\$ 91,512.82
Career V 3rd Year	\$ 88,434.54	\$ 91,529.75	\$ 94,275.64
Career V 4th Year	\$ 91,425.69	\$ 94,625.59	\$ 97,464.36
Career V 5th Year	\$ 93,588.84	\$ 96,864.45	\$ 99,770.38

C. Annual Increases for Educators on Legacy Tiers

Educators who are deemed Legacy educators will have their salary increased by 3.5% in 2025-2026, 3.5% in 2026-2027, and 3% in 2027-2028. Legacy educators now includes Expert and Advanced educators as well as those who were previously deemed Legacy educators.

D. Pay for SLPs and Psychologists

The parties agree that SLPs and psychologists will have a pay scale which is 10% higher than the comparable SPS-SEA pay scale for such positions.

E. Educators Transferring from the District to the SEZP

An educator on the Springfield Public Schools salary schedule who transfers (voluntarily or involuntarily) to the SEZP, will be placed on the SEZP salary schedule's Career Level position equivalent to the SPS salary Step position within the same school year. If the transfer is to be realized in the next school year, the placement on the SEZP salary schedule will be one position higher than the SPS position the transferee is currently on.

For example 1:

1. Educator is on Step 7 of the SPS CBA salary schedule in the SY 2022-23
2. The educator was authorized to transfer to the SEZP during the same SY
3. The educator will be placed on Career IV on the SEZP schedule

Example 2:

1. Educator is on Step 7 of the SPS CBA salary schedule in the SY 2022-23
2. The educator is to be transferred for the following SY 2023-24
3. The educator will be transitioned to Career V 1st year on the SEZP schedule

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

F. Advancement on the Career Ladder

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

A Developing II educator shall advance to Career I and all Career level educators shall advance a level annually provided that an end-of-year evaluation rating of "proficient" or "exemplary" is received, with "proficient" or better ratings on all four evaluation standards defined by the Commonwealth.

An educator with an overall end-of-year rating of "proficient" who has achieved less than "proficient" ratings on all four standards may still advance to the next level with the recommendation of the building principal and the approval of the SEZP.

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

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

An educator with an Exemplary rating may advance on the salary scale more rapidly than described above with the recommendation of the school principal, subject to the approval of the SEZP. Any such advancement will be limited to two levels above what the performance plan would otherwise provide. The union shall be notified of all such advancement decisions.

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

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

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

G. Evaluation Committee

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

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

Article 62: Extended School Year

- A. Beginning with the 2021-2022 school year, educators working at a school with a mandatory school-wide extended schedule beyond the base SEZP school year shall receive an extended school year mandatory salary differential.

- B. This mandatory salary differential for mandatory hours shall be included in base pay or otherwise considered as part of the educator's annualized salary.
- C. Annually, the parties will execute a Memorandum of Understanding, amending the collective bargaining agreement, memorializing the mandatory extended school year and Mandatory Salary Differential for each school.

Article 63: Stipends and Additional Pay for Leadership and Other Roles

- A. All stipend positions shall be publicly posted within schools, with clearly defined qualifications, duties, and responsibilities. If the following positions carry a stipend and are offered to Unit A bargaining unit members, then the Unit A bargaining unit members shall have the opportunity to apply for any posted stipend position. Whenever feasible, the following stipends have been formalized within the SEZP contract:

B.

Role	Minimum Amount of Stipend	
Coordinator Role (or equivalent role responsibility at the school level)	Up to 249 Enrollment	\$750
	250+ Enrollment	\$1,500
Educator Leader Role (or equivalent role responsibility at the school level)	Up to 249	\$500
	250+	\$1,000
Garden Champion	Any	\$500
Vacation Academy Stipend Role	Any	\$1200
Treasurer Role	High School	\$ 1800
	Middle School	\$650
Class Advisor Role	Any	\$ 750
Yearbook Advisor Role	Any	\$ 750
National Honor Society	Any	\$350

- A. If accepted for a stipend, employees will receive notice by email of their acceptance prior to commencement of the activity for which they have been hired.
- B. Annually, on a school-by-school basis the parties will execute a Memorandum of Understanding, amending the collective bargaining agreement, memorializing the leadership and other position roles and duties, and stipend amounts for that particular school year. Such positions, duties, and stipend amounts are hereby incorporated by reference into the collective bargaining agreement.
- C. Stipend roles for educators will be one year in duration.

Article 64: School-Wide Awards

Beginning in the 2016-2017 school year, school-wide awards may be implemented by the SEZP in consultation with the Springfield Education Association, educators, and principals

across the district. The SEZP may provide school-wide awards to schools that meet performance targets based on the prior year, subject to available funding and feasibility.

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

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

Article 65: Other Compensation

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the SEZP supports such action, the SEZP shall notify the Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding educators for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining educators in the employment of the Springfield Public Schools. The SEZP retains final discretion over the implementation of any additional compensation.

Article 66: Severance Pay

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

Article 67: Method and Time of Payment

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

Summer PD completed before the regularly scheduled beginning of the year district PD or after the school year shall receive workshop pay, as per Appendix B. Hours will be entered into the workshop application and educators will be compensated in a timely manner on the regular bi-weekly pay schedule.

If an educator 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.

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

Part VII: Miscellaneous

Article 68: 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 69: Joint Labor Management Committees and Task Forces

B. Springfield Public Schools Joint Labor Management Committee on Disruptive Education

SEZP agrees to make a good faith effort to evaluate whether or not SEZP (including educators) will participate in the Joint Labor Management Committee on Disruptive Education (JLMC), once the scope of the JLMC is defined by SEA and SPS and that scope is shared by SEA to SEZP.

C. Paid Medical / Paid Family Leave

SEA and SEZP agree to a Joint Labor Management Committee to study the issues and considerations surrounding opting into the PFML plan and to take other steps as may be determined to be advisable, including communicating with City decision-makers.

Article 70: Federal Budget Cut Contingency

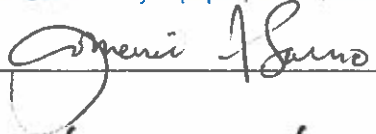
The Parties agree that following the conclusion of the 2025-26 school year, they will reopen the Collective Bargaining Agreement at the request of either Party for the discrete purpose of

discussing any means to mitigate the impact on the provision of educational services that may be occasioned by any interruption, elimination or modifications to federal funding sources during the term of this collective bargaining agreement, which impacts could involve reductions in force or elimination of programs and services. To the extent that any reopening of the Collective Bargaining Agreement results in any changes to the terms of the Collective Bargaining Agreement, such changes would require ratification by the SEA, the SEZP Board of Directors, and the School Committee.

Signed:

For the Springfield School Committee:


LaTonia Monroe Naylor (Sep 30, 2025 15:01:59 EDT)


Domenic I. Sarno


Barbara Gresham (Oct 1, 2025 09:47:31 EDT)


Christopher Collins (Sep 30, 2025 19:05:12 EDT)


Peter Murphy (Oct 6, 2025 15:05:27 EDT)

For the Springfield Education Association:


Riley Hernandez, President


Michael Przybylek, Bargaining Chair

For the Springfield Empowerment Zone Partnership:


Matthew A. Brunell

Appendix A:

Chart to Assist SEA/SEZP Drafting of SEZP's Expectations for TLT-Principal Collaboration

Memorialized in SEA/SEZP Contract...	Lives in a Jointly-Created SEA/SEZP Expectations Document and are memorialized in a School's Faculty Handbook	
The TLT shall discuss and vote on the following items, which are memorialized in a school's working conditions:	High-functioning TLT-Principal collaboration exists when the TLT provides substantial and on-going input and feedback on the following items before a decision is made:	High-functioning TLT-Principal collaboration exists when the TLT is provided clear communications on the following items before or around August PD:
<p>Educator Schedule, Work Time, Other Expectations</p> <p>:</p> <p>Afterschool meetings as part of total hours including "extended day" collaboration or adult learning</p> <p>Regular duties or expectations (bulletin boards, bus-arrival/dismissal, lunch, or related)</p> <p>Professional Learning:</p> <p>Needs of staff to inform professional learning and educator development plan (equity lever 2 in FES)</p> <p>General:</p> <p>Staff dress code and health and safety requirements</p> <p>Notices and Announcements</p> <p>Bulletin Boards</p>	<p>Teams:</p> <p>Anticipated teams/committees (GLT, Content Teams, PLCs, or other collaborative teams) with responsibilities for upcoming school year listed in EWC</p> <p>TLT meeting schedule determined and communicated after fall elections</p> <p>After-school programming:</p> <p>Anticipated or ideas to pursue for student-facing expanded learning opportunities for upcoming year</p> <p>Expectations:</p>	<p>Stipend opportunities:</p> <p>Anticipated stipend roles for upcoming school year in August PD</p> <p>Details of agreed upon hours in working conditions:</p> <p>Anticipated PLC, GL, after school meetings (in the daily schedule) or other school collaboration team meetings for upcoming year shared in August PD</p> <p>Anticipated assessment calendar with universal assessments, progress reports, and report cards included, shared in August PD</p> <p>Professional Learning Plan/Opportunities</p>

<p>Class Sizes</p> <p>Discretionary Funds</p> <p>Class Coverage and Substitutes</p> <p>Determine if there will be a mandatory school-wide extended schedule beyond the base SEZP school year and, if so, set the resulting extended school year mandatory salary differential.</p>	<p>Lesson planning</p> <p>Assessment plan (universal-MAP, iReady, etc.)</p> <p>Family communication (beyond mandated reporting) frequency and when it will occur</p> <p>Curriculum:</p> <p>Needed integration to update or improve equitable representation in student-facing materials in consultation with Chief Equity Influencer and/or external partners</p>	<p>TLT - participation in mid-year data analysis and previous year Roadmap presentation to all staff (who will present and when)</p> <p>Final expectations/time for family communication</p> <p>General Information - Due in August:</p> <p>Lesson plan expectations</p> <p>Internal communication methods (weekly newsletter, daily bulletins, etc.)</p> <p>Duties/educator lunch schedule</p> <p>Student Support Plan for responding to behavioral issues</p>
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Appendix B:

Rates for Additional Pay

A. MCAS Portfolio and Alts Pay

Any compensation for Special Education educators who must complete MCAS Alts will be determined at the school level. Likewise, any compensation for high school educators who complete MCAS alts and /or portfolios will be determined at the school level. However, at a minimum these educators shall receive \$200 per portfolio or Alt and receive 1 full release day for every 4 portfolios or alts or fraction thereof.

B. Longevity

- After 15 continuous years in the district: \$2,000
- After 20 continuous years in the district: \$3,000
- After 25 continuous years in the district: \$4,000
- After 30 continuous years in the district: \$4,200
- Current employees who are considered "Survivors" on the negotiated lists shall be compensated an annual longevity differential of \$6,000.

C. Rates for additional work

1. Summer PD- \$36.61 / hour
2. Teacher Development Time - \$22.50 / hour
3. Coverage - \$35.00 / occurrence