

# 830771

**AGREEMENT**

**BETWEEN THE**

**SPRINGFIELD SCHOOL COMMITTEE**

**AND THE**

**SPRINGFIELD EDUCATION ASSOCIATION**

**JULY 1, 1998**

**TO**

**JUNE 30, 2001**

2,050 teachers

6/8/99



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**Article 1**  
**ASSOCIATION RECOGNITION AND DEFINITIONS**

**A. Association Recognition**

Pursuant to the certification of representatives by the Massachusetts Labor Relations Commission, Case Number MCR - 2920 on October 18, 1979, the Springfield School Committee recognized the Springfield Education Association/Massachusetts Teachers Association/National Education Association, SEA/MTA/NEA, as the exclusive bargaining agent and representative of all employees in the current Unit A, including all teachers, counselors, librarians, reading clinicians, department heads in the K-8, middle school, and senior high schools, therapists, psychological examiners, Evaluation Team Leaders and teachers on leave of absence, and excluding day to day substitutes, all other employees and further excluding all confidential and managerial employees as defined in the Law, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

**B. Jurisdiction**

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

**C. Definitions**

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

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

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

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

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

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

The term "Teacher Without Professional Status" as used in this Agreement is a teacher who is filling a bona fide vacancy caused by the creation of a new position, the resignation, retirement, death, approved leave of absence, transfer or promotion, promotion of the teacher assigned to a given position as long as that vacancy is for more than 91 school days within the school year. This teacher will be placed on the salary scale in accordance with Article 27, Item D.

Day-to-day Substitutes are not covered by this Agreement and are those temporary teachers who serve in temporary vacancies caused by the authorized absence of the regular teacher or the promotion of a teacher to another position that will not result in a vacancy of more than 91 school days within the school year. Any day-to-day Substitute who serves in the same assignment in the same school during a given school year for 91 school days or more, shall be placed on the salary scale in accordance with Article 27, Item D, effective on the 91st day. (No retroactive pay)

## **Article 2 COMMITTEE RIGHTS**

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

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

## **Article 3 EXISTING CONDITIONS OF EMPLOYMENT**

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

## **Article 4 FAIR PRACTICES**

### **A. Employment Practices**

1. As sole collective bargaining agent, the Association will accept into voluntary membership all teachers covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, sexual orientation, or affiliation with other teacher organizations.



2. The Superintendent and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, marital status, sexual orientation, or participation in any teacher organization activities.

**B. Affirmative Action**

As a result of the Report issued November 30, 1983 by the Joint Labor Management Committee (JLMC), the parties agree that the School Committee will implement an Affirmative Action Plan by September 1, 1985. The Plan will insure the recruiting, employment, training, assignment, transfer, career development and promotion of minorities, women, and handicapped will be addressed at all levels of employment within the School Department of the City of Springfield.

The School Department's Affirmative Action Officer will be responsible for the administration of the Plan. The Officer shall be assisted and advised by an Advisory Committee consisting of three (3) citizens of Springfield appointed by the School Committee, three members appointed by the Springfield Education Association/MTA/NEA, one member of the Office of the Superintendent, one member of the School Committee, and one member from each union (exclusive bargaining agent) representing more than twenty (20) employees in the School Department. The Advisory Committee shall be composed so that fifty percent (50%) of its members are women, minorities and/or handicapped persons.

The parties agree that the School Committee in its sole discretion may or may not choose to implement all or any of the Incentive Options contained in the JLMC Report of November 30, 1983 to lessen the impact of a possible Reduction-In-Force.

Further, the parties agree that should Reduction-In-Force take place, the provisions of **Article 28-Reduction-In-Force Procedure** will not be impacted or affected by the Affirmative Action Plan.

**Article 5  
WORKING CONDITIONS**

**A. Notices and Announcements**

1. All official circulars pertaining to teachers shall be posted on the School Bulletin boards, and a copy furnished to the Association representative in each building.
2. Each teacher shall have access to an up-to-date copy of the Rules and Regulations of the Springfield School Committee and all amendments thereto.
3. A systematic method of disseminating information shall be devised in each building. Classroom interruptions for notices or for public address announcements shall be kept to the absolute minimum. Except in cases of emergency, every effort shall be made to limit these to the first and last five minutes of a class period.

4. A copy of teaching programs and non-teaching assignments will be posted in each school by October 1. Changes will be posted promptly.
5. Teachers are required to file with the Personnel Department any change of mailing address. The City and the School Department will not be responsible for any mailings (including W-2 forms) if the address on file is incorrect. This address file will be shared with the Association at its request.

**B. School Facilities**

1. The School Committee agrees with the Association that it is desirable to have every class held in a properly heated, lighted, ventilated and equipped classroom.
2. Every school building shall have at least one (1) furnished teachers' lounge.
3. Each teacher shall be provided with a desk, chair, and a space for his exclusive use in which he may securely store his instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.
4. If teachers desire, there shall be a pay telephone reserved for use of teachers in the teachers' lounge. Such telephone shall be maintained as long as it is self-supporting.
5. Adequate parking facilities for teachers shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded.
6. Mail boxes for teachers shall be provided in all schools.
7. When existing facilities permit, a teacher workroom shall be provided in each building.
8. Every building shall have a library within available space facilities.
9. Duplicating machines, typewriters, photocopying machines, and computers in each school shall be available to teachers to use in preparing instructional materials.
10. In all future school buildings, separate lavatory facilities shall be provided for men and women.
11. Effective February 1, 1993, all schools shall be smoke free. The School Department shall provide programs to assist teachers to quit smoking. The Association and the Superintendent shall meet and confer regarding any infractions of the no smoking policy.

**C. School Supplies**

1. Teachers shall be allowed to recommend what supplies are to be ordered.
2. Teachers shall be permitted to order supplies weekly from the office in the school.

Whenever possible, as determined by the principal of the Building, floating teachers shall be allowed to pick up supplies daily.

3. The parties agree that a committee be established to recommend effective ways of ordering and distributing school supplies.
4. No teacher shall be required to purchase or otherwise provide at his/her expense, materials for student use.

**D. Marks**

1. A teacher's mark shall not be changed arbitrarily or without valid reason. No marks shall be changed unless the teacher is consulted first, and has been given the reason for the change.
2. Final grades for the year shall not be reported until one (1) week before the last pupil school day, at the earliest.

**E. Lesson Plans**

1. Teaching plans shall always be available for use of the substitute teacher. Said lesson plans shall be available on the first day of each week for that school week.
2. Lesson plans shall be available to the school's Principal and Assistant Principal(s) upon request.

Lesson plans are expected to include activities for the class/week that are consistent with the instructional goals of that class including homework, where applicable. The instructional goals will be consistent with the curriculum/frameworks and learning outcomes. Teachers should be able to relate the lesson plans to the curriculum/frameworks and/or learning outcomes. All teachers will be provided with a copy of the curriculum/frameworks and the learning outcomes.

**F. Substitute Teachers**

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

The following teaching personnel do not receive substitute teacher coverage:

- a. Guidance Counselors
- b. Adjustment Counselors
- c. Psychological Examiners
- d. Speech Therapists
- e. Teachers of the Deaf
- f. Teachers of Visually Handicapped

- g. Itinerant Resource Teachers
- h. Home Teachers
- i. Evaluation Team Leaders

2. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.
3. If a substitute is not available, K-12, the Administrator will first attempt to assign an available teacher during said teacher's preparation period, on an equitable basis in the subject area of the absent teacher. If that is not possible, an available teacher will be assigned on an equitable basis. A teacher so assigned during his/her preparation period will be paid \$23.77 effective 7/1/1998, \$24.48 effective 7/1/1999, \$25.21 effective 7/1/2000 per class period regardless of the specific number of minutes in the period as it may vary from building to building.
4. Except in unusual circumstances, special and/or itinerant teachers will not be used as substitutes for regular classroom teachers.

#### **G. Practice Teachers**

1. Placement of all practice teachers, by whatever title they may be known, is processed through the Personnel Department.
2. Acceptance of teacher trainees shall be voluntary.
3. Teachers may advise their immediate supervisor of their willingness to accept a trainee for a specified period of time and in a definite assignment area.
4. The trainee's duties shall be determined cooperatively by the critic teacher, the principal, and the representative from the trainee's college.

#### **H. Termination of Employment**

The required notice of termination of employment by a teacher is thirty (30) days from receipt of written notice by the Superintendent of Schools. Notice of non-renewal of teachers, without professional status, shall occur no later than May 15th.

#### **I. Data Processing**

At present, data processing is being used for scheduling in the Middle School, report cards in the Middle School, annual reports from the school registers, scoring of all machine scored standardized tests, ordering of audio-visual supplies, and pupil data records. Data processing will be applied to staff records and clerical work now performed by teachers as soon as practicable.

Effective 7/1/93, all report cards, including the elementary level, will be computerized.

**J. School Hours**

1. The schedule of school hours is subject to change. Said starting and dismissal times are subject to modification (between the hours of 7:30 A.M. and 3:30 P.M. for all traditional schools and between 7:00 A.M. and 4:00 P.M. for alternative schools) by the Committee provided that no such modification will increase the length of the teacher's workday.
2. Effective 2/1/93, the instructional day for all students, except those at Putnam, shall be increased by fifteen (15) minutes.
3. The parties recognize that emergency energy situations not existing at the time of the execution of this Agreement may necessitate prompt attention. In such event, the Committee and the Association recognize their obligations to meet in accordance with M.G.L.A. 150E.
4. The parties anticipate that there may be a building and rehabilitation program during the term of this Agreement requiring a change in hours and conditions of employment.

The parties agree that absent specific provisions of the Agreement allowing a change in hours and terms and conditions of employment, they will meet under the provisions of M.G.L.A. 150E.

**K. After-School Meetings**

1. One day per week all teachers shall remain one hour and fifteen minutes beyond the end of the instructional day, hereinafter referred to as the "extended day."

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

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

The School Centered Decision Making Team in each school shall determine the day of the week on which the extended day will occur, but not on Friday or the day before a holiday or school vacation.

2. Part-time teachers shall remain 35 minutes beyond their regular work day one day each week to carry out their responsibilities as described in the preceding paragraph.

3. Under normal circumstances, staff meetings shall not exceed one (1) hour.
4. Except in cases of emergency, teachers will be given a notice of at least seventy-two (72) hours before a meeting.
5. Attendance at evening meetings, except the annual Open House, shall be at the option of the teacher. The School Centered Decision Making team shall design the format, structure and content of the annual Open House. The School Centered Decision Making team is free to set the date of the annual Open House any time during the school year. It must "clear" the date with the office of the Superintendent only to insure there is not a conflict with the annual Open House of another school.
6. Notwithstanding any other article or item in the agreement, up to two compulsory evening meetings may be scheduled. These meetings will not exceed two (2) hours in duration.

#### **L. Teacher Programming**

1. Teachers may express in writing to the Principal their preference of grade level, subject, department and assignment.
2. Each teacher shall be notified in writing, as soon as possible, of his program for the ensuing year, including the school to which he will be assigned, the grades and/or subjects to be taught, and any special or unusual assignment he will have. The teachers involved will be notified by mail to the Springfield School Directory address of any circumstances occurring during the summer months which warrant a program change. It is the responsibility of each teacher to provide an accurate summer mailing address.
3. The number of different rooms in which assignments occur for a teacher shall be held to a minimum within the restrictions imposed by program and space.
4. Homeroom and building assignments shall be rotated on an equitable basis among the entire faculty.
5. All teachers (Early Childhood and K-12) shall have the equivalent of a daily preparation period (40 minutes minimum) each day.
6. At the K-8 and middle schools, planning time for teams shall be scheduled at least once each week.
7. The teaching assignment of secondary school teachers of academic subjects may include no more than two (2) subjects of preparation unless a teacher accepts a third (3rd) preparation in lieu of homeroom assignments. Exceptions may be made by administration in those situations in which the nature of the course and the number of pupils involved make it impossible to follow the pattern.

8. An effort will be made to see to it that secondary school teachers do not have more than three (3) consecutive teaching assignments.
9. Floating teachers shall be relieved of all homeroom duties whenever possible.
10. Elementary classroom teachers will not be required to compute registers.
11. Counselors and others who do not have preparation time will have unstructured time during days when responsibilities and demands permit. Although unstructured time may not be possible on a given work day, it is expected that on most days some unstructured time will be available. Counselors and others who do not have preparation time shall not be entitled to any compensation because the responsibility and demands render it impossible or impractical to provide that time on a daily basis.

**M. Length of School Year**

1. The school calendar shall contain one hundred ninety-two (192) scheduled days as directed by the Massachusetts Board of Education. Within this framework there shall be:
  - a. One hundred eighty (180) legal school days when pupils are in attendance.
  - b. One (1) orientation day for all teachers on the day preceding the formal opening of school.
  - c. Seven (7) professional development days, without students in attendance, shall be scheduled by the parties.
  - d. The Superintendent in collaboration with the Association's Committee on Professional Development shall plan these professional development days contained in "c" above.
  - e. Four (4) days when schools may not be in session.
2. Part-time teachers shall attend all professional development days for the entire day. For these days, they shall be paid as if they were full time teachers.
3. The day before Thanksgiving, the day before Christmas vacation and the last day of school shall be half days for students and teachers.
4. The Office of the Superintendent and the Association shall jointly plan and schedule an orientation program for teachers new to Springfield.
5. In case of unforeseen circumstances which result in any schools being closed more than four (4) days within the established school calendar, days necessary to complete one hundred-eighty (180) legal school days shall be scheduled by the School Committee.

## N. Pupil-Teacher Ratio

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

Kindergarten	23-1*
Grade 1-6	28-1*
Grade 7-12	21-1
Putnam Vocational Technical High School	
Academic Classes	25-1
Shop Classes	17-1

**\*See Memorandum of Agreement relative to smaller instructional units in basic skills.**

### Method of Computation:

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

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

1. Maximum class size:
  - a. 2000 - 2001 Kindergarten 25
  - b. 2001 - 2002 Kindergarten 25 & 1st grade 25
  - c. 2002 - 2003 Kindergarten 25 & 1st grade 25 & 2nd grade 25
2. After all classes have reached the maximum, the Superintendent, for reasons of health and safety, transportation costs or a sibling already in a school, may assign up to two (2) additional students above the class size limitations. There will not be any appeal to the Superintendent's decision.
3. Gymnasiums and libraries will not be closed to meet class size maximums nor will new portables be leased or purchased for the purpose of class size reduction.



4. The two-way bilingual model requires two (2) teachers in a classroom, and these classes will have up to fifteen (15) students per teacher.
5. Federal and state regulations for special education shall supersede class size maximums and in some instances will be lower (see Article 8 D.) Where special education students are integrated into the homeroom for that portion of the day, they will not be counted in the class size maximum.
6. Each school's program will dictate the class size for chorus (not music) and physical education; they will not be subject to the class size maximum; however, the goal in these two areas is to keep the class size as close to the class size maximum as is practicable.
7. The Committee and the Association agree that a Facilities Expansion Program is required to implement the agreed upon class size maximum. The Committee and the Mayor are committed to the Program, and the Association is committed to supporting the Program. The class size maximums must coincide with the Program, and where there is no room, the class size maximum cannot be imposed. The Parties' bargaining sub-committee will continue its work on class size and the student assignment process.
8. The Parties will re-examine and negotiate this clause in the next Agreement.

**O. Teacher Certification**

No teacher covered by this Agreement shall be employed unless certified by the Massachusetts Department of Education or granted a waiver by the State Department of Education.

Teachers shall be assigned to teach in their area of certification as determined by the regulation of the State Department of Education. Teachers will be allowed to teach outside his/her area of certification only to the extent allowed by the State Department of Education. In the instance where "Reduction-In-Force" takes place, this language will not be used to arbitrarily or capriciously reduce a full time teacher to part-time.

**P. Parent-Teacher Conferences**

Parent-teacher conferences at all school levels will be scheduled at the request of the teacher and/or parent. (This applies to the number and frequency of conferences).

**Q. Conditions of Instruction and Responsibilities of Teachers**

1. Unannounced visits by the principal and/or assistant principal(s) are to be anticipated.
2. The parties agree that a teacher's primary function is to teach, therefore:
  - a. Every effort will be made to limit class interruptions.

- b. Except in emergency situations as determined by the principal or his designee or to provide approved special instructions, pupils shall not be taken from the class.
  - c. Except in emergency situations, teachers shall not be required to assume any office duties in the event of absence of office personnel.
  - d. Parents/guardians of our students, as parents/guardians everywhere, are desirous of a report card that is, to the extent possible, personalized for their child. Therefore, while report cards for elementary students may be objective and standardized, it is recommended, but not required, that teachers include their own comments relative to a student's achievement. Teachers will exercise their professional discretion in doing so in order to ensure their comments reflect observed student behavior. An elementary school teacher shall not be required to prepare each evaluation of a pupil more than once.
  - e. Instances when teachers are expected to toilet-diaper or toilet train students will be limited to unusual circumstances.
3. The School Committee and the Springfield Education Association agree that it is the responsibility of all teachers in the system to teach the curriculum as outlined in the Learning Outcomes which are locally prepared and the Frameworks in each of the curriculum areas as prepared by the State. The School Committee agrees to furnish every teacher in the system with a copy of the Learning Outcomes and the State Frameworks for their curriculum area. It is also agreed that every teacher in the system is responsible for implementing the educational policies and system goals set by the School Committee. The School Committee further agrees that it will set system goals for the following school year no later than May 30 of each year.
  4. Each teacher or team with instructional responsibilities, at the beginning of the school year or course, is expected to communicate, in writing, the goals and expectations for the school year/course for students and parents. The communication will include information in the following areas:
    - CURRICULUM CONTENT (e.g., reading expectations, writing expectations, projects, etc.)
    - CLASSROOM MANAGEMENT (i.e., notebooks, pencils, pens, etc.)
    - ASSESSMENT TECHNIQUES (i.e., quizzes, tests, essays, portfolios, etc.)
    - HOMEWORK EXPECTATIONS (i.e., amount of time, type of tasks)
    - ATTENDANCE EXPECTATIONS
    - PROCEDURES REGARDING ABSENCES FOR MAKE-UP WORK
    - METHOD FOR PARENT TO COMMUNICATE WITH TEACHER
    - METHOD FOR STUDENTS TO RECEIVE ASSISTANCE (Middle and High School)

The Central Office, in cooperation with SEA, will provide sample letters and formats for the various grade levels. The following positions are not required to do this: ETL's, counselors, adjustment counselors, psychological examiners, mediators.

**Teacher/Parent Communication:** The Association agrees that teacher-parent communication is a crucial element of a successful educational program. Further, both parties encourage parents to make full use of the existing potential for parent-teacher conferences. In order to assist the teacher-parent responsibility of communicating, the following shall occur:

- a. Teachers' scheduling of parental conferences shall be given first priority by building principals.
- b. *The Goals and Expectations for the School Year* which contains the process for establishing a conference(s) will be sent home at the beginning of the school year. The pamphlet titled *Making Parent-Teacher Conferences Work for Your Student* will be included in the communication. In addition to scheduling parent conferences, it is recognized that telephone calls to the home are also a very effective tool for teachers.
- c. The Association shall provide the Parent Information Center and the Guidance Office at each school with sufficient copies of the above-referenced pamphlet.
- d. The *School Handbook for Parents and Students* and the *Curriculum Parent Guide* for the particular grade and every other communiqué sent to parents will also contain information necessary for parents to arrange a conference.
- e. The Agenda for every PTO meeting will include a reminder to parents about how to schedule a conference.
- f. Teachers will provide a list of open appointments for conferences to parents on Open House and the other evening meeting.
- g. The Association, Superintendent and the School Committee will produce public service announcements for the print and electronic media regarding the value of parent-teacher conferences. The announcements, which will be in the Fall and Spring, will inform parents of the process for establishing a conference.
- h. Parents who have not initiated nor responded to a conference request will be contacted by teachers through a mailed letter and/or a follow-up telephone call.

Teachers have an obligation to respond to parental requests for conferences as promptly as possible.

The parties further agree that setting a specific minimum number of conferences does not meet the goal of seeking a constant and expanding dialogue between teachers and

parents. Teachers, exercising their professional discretion, will initiate a meeting with parents which may include the counselor, principal, members of the team or other professional staff.

**R. School Calendar**

The School Calendar is designated as Appendix F and is made a part of this Agreement.

**S. Preparation Periods**

"Preparation Periods" are those periods during which a teacher is relieved from his regular programmed responsibility.

**T. Length of Work Day**

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

1. Every Middle School, K-8 and High School teacher shall be in his/her building and available for duty at least fifteen (15) minutes before the beginning of each school day. On every school day between October first and April first, and on every other day when the weather is inclement, every school building shall be open to pupils thirty (30) minutes before the beginning of each school session. Each principal shall see that a sufficient number of teachers, equitably assigned, is in attendance for proper supervision.

Except for interviews with parents and faculty meetings, a teacher who is on duty thirty (30) minutes before the opening of a school session will not be required to remain after student dismissal time.

2. Elementary teachers shall be in their classroom four (4) minutes prior to the start of the instructional day (8:55 A.M.) hereafter called the class day. This four minute period shall be utilized by the teacher to ensure that instruction begins promptly at 8:59 A.M. At 8:40 or fifteen (15) minutes prior to the above class day up to 25% of the entire elementary staff, equitably assigned and rotated, will be used for proper supervision of the students in/or about each building.
3. Each teacher shall be in his school building and available for duty after the closing of school for a period of time which shall be sufficient to take care of those details which usually are connected with the closing of the daily session, such period of time not to exceed fifteen (15) minutes. The parties of this Agreement agree that fifteen (15) minutes may, on occasion, be insufficient to meet with the Principal if requested to do so, to meet with pupils who may wish assistance or advice, for supervision of detention sessions in accordance with present administrative practice, and for

situations beyond the control of school officials; on such occasions the fifteen (15) minute limit does not apply

4. After the close of regular school hours, teachers of grades six (6) to twelve (12) shall provide assistance in his/her subject field one (1) school day each week.
5. All teachers may leave the building during school hours providing they have no assignments scheduled. A teacher will sign out as he leaves the building and sign in as he returns, in time to meet his next regularly scheduled assignment.

**U. Duty-Free Lunch**

1. Except in cases of emergency, elementary school teachers on single session shall have a duty-free lunch period of one-half (1/2) hour. In an emergency, teachers who are assigned or volunteer for lunch duty shall be compensated at the rate of not less than \$9.27 per hour effective 7/1/1998, \$9.55 effective 7/1/1999, and \$9.84 effective 7/1/2000.
2. High School, Middle School and K-8 teachers shall have a duty-free lunch period of one-half (1/2) hour between the end of one teaching period and the beginning of another teaching period. Teachers of the emotionally disturbed shall be given a duty-free lunch period immediately preceding or following the normal lunch period of their students.

**V. Hepatitis Shots and Tuberculosis Tests**

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

**Article 6  
SCHOOL CENTERED DECISION MAKING**

School Centered Decision Making is a process, founded in consensus, through which all those individuals who are affected by the implementation of decisions at the school level are actively and

legitimately involved in making the decision. This includes staff, parents, secondary school students and business/community representatives.

The Committee and the Association believe the process of School Centered Decision Making can be part of an effective model and vehicle for education reform, restructuring and continuous improvement.

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

**A. City-Wide Committee on School Centered Decision Making**

1. The City-Wide Committee on School Centered Decision Making shall consist of: the Superintendent, the Association President, the Chairperson of SPAN, a representative of the Business/Education Collaboration Agreement, the High School representative to the School Committee, and two appointees of each for a total of fifteen (15).
2. The City-Wide Committee will provide guidance to and be a resource for the School Centered Decision Making teams. It will also conduct an annual orientation program for all School Centered Decision Making members to explain the theory and practice of school based management teams. Further, it will provide training in the skills (e.g., team building, consensus building) that are necessary to develop and implement effective School Centered Decision Making.
3. All decisions must be by consensus; no other process is allowed. Consensus means unanimity.

**B. Each school shall have a School Centered Decision Making Team. The Teams shall be expanded to include a representative(s) from up to two (2) more employee unions (not Unit A or B). The specific unions and the selection process of these respective representatives will be a matter of collective bargaining for the School Committee and other school employee unions.**

1. The Team is responsible for setting policy for the school and for decisions necessary to implement policy bounded by: Laws & Regulations, School Committee Policy and Collective Bargaining Agreements. Therefore, all Teams shall be provided with copies as soon as practicable and available of all Laws & Regulations relative to education, School Committee Policy, and Collective Bargaining Agreements.
2. The Superintendent and the Association shall review all School Centered Decision Making Team decisions for compliance with Laws and Regulations, School Committee Policy and Collective Bargaining Agreements. This limited review does not extend to the substance of School Centered Decision Making Team decisions.
3. All Team decisions must be by consensus; no other process is allowed. Consensus means unanimity.

4. Any decision by a School Centered Decision Making Team may be over-turned by a secret ballot vote of 50% plus one vote of the faculty of a school actually voting or by a secret ballot vote of 50% plus one vote of the parents of a school actually voting. This does not mean School Centered Decision Making Team decisions are submitted to the faculty and/or parents for approval. Rather, the faculty or parents must initiate the mechanism to overturn a School Centered Decision Making Team decision.
  5. All information (e.g. Superintendent's Circulars, memoranda) from Central Office to each school will be sent in sufficient number to all Team members.
  6. The Agenda for each meeting will be set by the Team with input from all constituencies. It will include "speak time" at the beginning of the agenda for persons who are not members of the Team. Further, the Agenda will be posted at least five school days in advance and will contain the date, time and location of the meeting. At the end of each meeting the agenda for the following meeting will be set.
  7. Meetings are always open to all staff, parents, interested community members and students.
  8. The minutes of all Team meetings shall consist of a summary of the agenda items discussed and any decisions made. It shall be posted as soon as practicable but always prior to any regularly scheduled faculty meeting.
  9. The Team or its designee(s) shall plan all faculty meetings and all school based staff development. The principal shall have the right to put items on the agenda of the faculty meetings unilaterally. The conducting of the faculty meeting shall be the shared decision of the Team.
  10. The School Centered Decision Making Team shall select in accordance with B.3. their own chairperson each year.
- C. Each Team shall consist of the teachers, the principal, parents, and business and/or community representatives. At the high schools two (2) students shall be members of the Team. At the Middle, K-8, and K-5 schools, two students may serve at the option of the Team.

There shall be parity in the number of teachers and parents on each team, with at least four of each and not more than six of each as determined by the following ratio: 0-60 F.T.E. teachers - 4, 61-80 F.T.E. teachers - 5, 81 plus F.T.E. teachers - 6. At Putnam half of the teachers shall be vocational teachers and the other half shall be academic teachers. The number of teachers shall not be reduced if the parents fail to elect their full entitlement of Team members. Neither shall the number of parents or teachers be reduced during a school year should the number of F.T.E. teachers decline during a school year. As far as possible, the students on the School Centered Decision Making Team should be representative of the student population.

**D. Term of Office**

1. There shall be a two-year term for all Team members except the principal who is a permanent member.
2. Teachers and parents shall serve staggered terms.
3. No one will be permitted to serve two consecutive terms. To be eligible to serve again, a person must be off the Team for one year.
4. After two (2) unexcused absences (excused absences are determined by the Team), a vacancy shall be declared and the appropriate selection process used to fill the vacancy. If the vacancy is for less than twelve (12) months, the person is eligible to serve a consecutive full term.

**E. Selection of Team Members**

1. Election of teacher representatives
  - a. Each October at the Faculty meeting the Association Representative(s) will conduct a secret ballot election.
  - b. Only members of this bargaining unit are eligible to vote.
  - c. Teachers can self nominate.
  - d. Candidates must address the Faculty orally or in writing as to why they wish to be elected.
  - e. A candidate is elected when he/she has received a majority of the votes cast plus 1 (50% plus 1 vote) by teachers present and voting by secret ballot. If the number of candidates exceeds twice the number of teachers to be elected, the Association Representative will conduct an initial election. Following the voting, all candidates who receive 50% + 1 of the votes cast are elected. If a seat(s) remains vacant, the number of candidates shall be reduced to twice the number of remaining vacant seats. Those on the ballot will be the teachers who received the most votes, those with the least votes having been eliminated.

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



- f. Teachers are members of the Team immediately upon being elected.
  - 2. Parents shall be elected in accordance with the process determined by SPAN and approved by the School Committee.
  - 3. Students shall be elected in accordance with the process approved by the School Committee.
  - 4. Following the election of teachers, parents, students and other union representatives, the other members of the team shall be selected. The Principal, Teachers, Students, and Parent members of the Team, by consensus, shall select the number of Community and/or Business Representatives it wishes to have. The team, by consensus, shall then select those representatives.
- F. Except as otherwise expressly provided in this Article, the Committee, Superintendent and the Association retain all powers, rights, duties, obligations and authority they had prior to entering into this Article under statutes, regulation and this Agreement. Neither the contents of this Article nor the actions of the City-Wide School Centered Decision Making and/or the School Centered Decision Making Teams shall contravene any of the terms of this Agreement. No employee will be excluded from the bargaining unit (Article 1) as a supervisory or managerial employee, within the meaning of M.G.L. Ch. 150E, by reason of participation in any activities described in this Article.

#### **Article 7 DISCIPLINE**

- A. The maintenance of acceptable student behavior that is necessary to the creation of an optimum teaching and learning environment is the responsibility of students, teachers, and administrators in each school. Parent/guardian involvement is always encouraged in the process.
- Under normal classroom conditions, setting expectations for acceptable behavior and dispensing disciplinary action for students who fail to meet these expectations is first the responsibility of teachers. There are, however, circumstances that arise from time to time that may indicate teachers should refer students to the administration. In those instances, the teacher and administrator should follow the prescriptions in the Agreement at Article 7 - DISCIPLINE.
- B. A teacher may order removed and referred to the principal any pupil whose conduct is detrimental to the learning process in the class or whose conduct is contrary to the accepted standards of good behavior on school property.
  - C. At the time of referral, the teacher initiating the removal shall present to the principal a written report, on the approved form (see Appendix D), of the incident.
  - D. The principal or his designee shall inform the teacher of the disposition of the incident, in writing on the approved form, before the student returns to the teacher's classroom.

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

**Article 8**  
**SPECIAL SERVICES**

**A. Guidance Counselors**

1. The duties of Guidance Counselors are contained in Appendix F.
2. The Principal, after consultation with the counselors in the school, shall schedule ten (10) additional work days for each counselor between the closing of school in June and the opening of school in September. Additional days when needed may be scheduled upon recommendation of the Principal and approval of the Executive Director of Special Services.
3. The Committee agrees that it will work toward a goal of a pupil-counselor ratio of 300 to 1.
4. Each counselor shall have space and phone facilities to carry out his/her duties.
5. A counselor shall be paid at a pro rata of his regular salary for each day he is required to work before or after the school year.
6. The Committee accepts the concept that counselors are needed in the elementary schools.

**B. Psychological Examiners**

1. The duties of Psychological Examiners are contained in Appendix G.
2. Clerical assistance shall be provided for Psychological Examiners.
3. Only qualified Psychological Examiners shall be appointed.
4. An on-going in-service training program for Psychological Examiners shall be continued.
5. The Executive Director of Special Services, after consultation with Psychological Examiners, shall schedule ten (10) additional days for each examiner between the closing of school in June and the opening of school in September. Additional days, when needed, may be scheduled with the approval of the Executive Director of Special Services.

**C. Speech and Hearing Therapists**

1. The parties agree that the duties of speech and hearing therapists are those outlined in Appendix H.
2. The goal of the Committee is to provide a full-time speech and hearing therapist for every 2500 pupils.
3. Every effort shall be made to provide adequate facilities for speech and hearing instruction in all schools.
4. Secondary speech and hearing therapists shall continue to have one-half (1/2) day per week, or its equivalent, for record-keeping, conferences, and other duty-related meetings.
5. A salary differential of \$200 above the basic salary schedule shall be paid to certified speech and hearing therapists hired prior to November 10, 1992.

**D. Special Educational**

1. There will be an evaluation and placement of students with special needs according to state and federal laws.
2. Classes for students with special needs will be limited to the number of students and number of staff specified by state and federal laws. Currently: "pull-out" settings are maximum of eight (8) students to one (1) teacher, no paraprofessional; twelve (12) students to one (1) teacher with one (1) paraprofessional; and sixteen (16) students with one (1) teacher and two (2) paraprofessionals. Classes of so-called "low incidence" or students with severe special needs are limited to twelve (12) students with one (1) teacher and one (1) paraprofessional. Pre-school settings are limited to fifteen (15) students - eight (8) regular education students and seven (7) students with special needs.
3. Based upon student needs, as determined by the District, class size may be lower than set forth above.
4. The ratio of regular education students to special education students in inclusion classes should be approximately 2:1.
5. Special education teachers hired prior to November 10, 1992, who are certified for their positions, shall receive five hundred dollars (\$500) above their basic salary.

**E. School Adjustment Counselors**

1. The parties agree that the duties of the School Adjustment Counselor are those outlined in Appendix I.

2. The parties agree that the qualifications of the School Adjustment Counselor are those required by the State Department of Education as outlined in VIII-1 of the Rules and Regulations of the Springfield School Committee.
3. The Supervisor of the Bureau of Pupil Services, after consultation with the adjustment counselors, shall schedule ten (10) additional work days for each counselor between the closing of school in June and the opening of school in September. Additional days, when needed, may be scheduled with the approval of the Executive Director of Special Services.
4. Each counselor shall have space and phone facilities to carry out his duties.
5. Adjustment counselors shall be paid at a pro rata of his regular salary for each day he is requested to work before or after the school year.

**F. Evaluation Team Leader**

1. Duties:
  - a. Reporting directly to the Principal, the Evaluation Team Leader will be responsible to the Special Education Department to insure full compliance of 766 regulations.
  - b. Conduct interviews with parents in order to establish rapport, give and receive information, obtain the signatures necessary for release of information and consent for a Chapter 766 evaluation.
  - c. The coordinating of all aspects of the Chapter 766 Team Evaluation Process, including identification, pre-referral modification, evaluation, and program placement for students with special needs.
  - d. The establishing of effective liaison with parent, school principal and staff, and other offices and agencies with the community that may provide professional or specialized help to a child.
  - e. Conducting Team meetings in accordance with Chapter 766 regulations and to develop Individual Education Plans as recommended by Team participants.
  - f. Participating in monthly in-service training meetings related to special education issues.
2. A salary differential of \$1000.00 above the basic salary schedule shall be paid to each Evaluation Team Leader.

3. The work year shall be ten (10) additional days between the close of school in June and the opening of school in September. This shall be compensated at a pro rata of each Evaluation Team Leader's salary.
4. Each leader shall to the extent possible have space and phone facilities to carry out his/her duties.
5. To the extent possible some clerical assistance shall be provided for each Leader.

**Article 9  
LIBRARIES: LIBRARIANS**

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

- A. Each school shall have a library area.
- B. Each high school, middle school and K-8 school shall have one (1) full time librarian, and each elementary school shall have a part-time librarian.

During 1992-1993 school year, the School Committee agrees to hire 4 more Elementary Librarians for a total of 7; for the 1993-1994 school year, the School Committee agrees to hire an additional 7 Elementary Librarians for a total of 14.

- C. Each school shall have a library skills program conducted by a certified librarian or a teacher with library training and experience.
- D. Certified librarians shall not be required to teach other than skills in addition to library duties.

**Article 10  
DEPARTMENT CHAIRS**

**A. Duties**

1. Act as consultant in the teaching of his/her particular subject to the principal.
2. Conduct department meetings.
3. Work with department teachers in constructing and revising courses of study and in developing syllabi.
4. Work with department teachers in the selection of textbooks and reference materials and recommend their adoption according to prescribed practices. K-8 Department Chairs will attend Middle/High School curriculum meetings; attendance at Elementary curriculum meetings is at their option.

5. Assume responsibility for prompt and proper management of all matters incidental to reports, equipment, materials, textbooks, and instructional supplies.
6. Work cooperatively with coordinators, supervisors, directors and building administrators.
7. Work cooperatively with other department chairs in developing integration and correlation between various teaching areas.
8. Work with librarian in recommending purchases of library materials, and in the development of library lessons and skills needed in the subject area.
9. Assist teachers new to a department in their adjustment to the school and its practices.
10. Serve on curriculum committees and serve as instructional leaders in their respective discipline.

**B. Qualifications**

1. At the high schools and the academic departments at Putnam, a Master's degree with specialization in the subject is required. In the vocational departments at Putnam, Ch. 74, Section 4 qualifications as a vocational teacher must be satisfied.
2. At the middle schools, certification in the academic area (discipline) is preferred. At the K-8 schools, appropriate certification as a teacher is required.

**C. Filling of Vacancies**

1. In the Spring at the K-8, middle and high schools, all members of each department where chairs exist shall, by secret ballot, recommend a teacher to be the Chair for an appointment for the following September. This process shall repeat every two (2) years.
2. The recommendation shall be forwarded to the Superintendent for appointment as Chair. If, however, the Superintendent is not satisfied with the recommendation, he (not his designee) shall meet with the members of the department. At the meeting, he shall state the reasons for his dissatisfaction. After said meeting and within ten (10) school days, the original recommendation may be resubmitted to the Superintendent. If the Superintendent again rejects the original recommendation, a new recommendation must be made to the Superintendent within ten (10) school days.
3. The next scheduled election will occur in the Spring of 1999 except for newly created Chairs who will be elected in September of 1998 for the 1998-1999 school year only using the process in 1. and 2. above. The "new chairs" will be part of the Spring of 1999 cycle.

- D. All high school Chairs currently released one (1) period per day for departmental activities shall continue to be released and shall be paid an annual stipend of \$887 effective 7/1/98, \$914 effective 7/1/99 and \$941 effective 7/1/2000.

Any high school Chair may voluntarily give up the departmental period and receive an annual stipend of \$1971 effective 7/1/98, \$2030 effective 7/1/99 and \$2091 effective 7/1/2000.

- E. All high school Chairs not currently released, all K-8 and middle school Chairs will perform their duties before and after school or during their teacher preparation time at their discretion. They shall be paid an annual stipend of \$1971 effective 7/1/98, \$2030 effective 7/1/99, and \$2091 effective 7/1/2000.
- F. A specific list of Chairs covered by this Agreement has been provided to the Association. Additions to the list may be made by the School Committee.

### DEPARTMENT CHAIRPERSONS

#### BRIDGE ACADEMY

Home & Career Tech.

Technology Education

#### CENTRAL HIGH SCHOOL

Bilingual  
 Computer Technology  
 English  
 Fine and Performing Arts  
 Foreign Language  
 Guidance  
 Home & Career Technology  
 Mathematics  
 Physical Education  
 Science  
 Social Studies  
 Special Education  
 Technology Education

#### HIGH SCHOOL OF SCIENCE & TECHNOLOGY

Bilingual  
 Computer Technology  
 English  
 Fine and Performing Arts  
 Foreign Language  
 Guidance  
 Home & Career Technology  
 Mathematics  
 Physical Education  
 Science  
 Social Studied  
 Special Education  
 Technology Education

#### PUTNAM VOCATIONAL TECHNICAL HIGH SCHOOL

Appliance  
 Auto Mechanics  
 Auto Body  
 Bilingual  
 Business  
 Commercial Art  
 Computer Technology  
 Cosmetology  
 Culinary Arts  
 Drafting

Electric  
 Electronic Service Tech  
 English  
 Fine and Performing Arts  
 Foreign Language  
 Graphics Arts  
 Guidance  
 Health Assistant  
 Heating Ventilation/Air  
 Conditioning  
 Horticulture

Hotel/Restaurant  
 Management.  
 Machine Operator  
 Mathematics  
 Metal Fabrication  
 Mill Carpentry  
 Paint & Decorating  
 Physical Education  
 Science  
 Social Studies  
 Special Education

**HIGH SCHOOL OF COMMERCE**

Bilingual  
Computer Technology  
English  
Finance  
Fine and Performing Arts  
Foreign Language  
Guidance  
Home & Career Technology  
Mathematics  
Physical Education  
Science  
Social Studies  
Special Education

**CHESTNUT, DUGGAN, FOREST PARK, KENNEDY, & KILEY MIDDLE SCHOOLS**

Bilingual (All Languages)  
English  
Fine Arts (Art & Music)  
Foreign Language  
Guidance  
Math (Computers)  
Occ. Ed/Tech. Ed  
Physical Education  
Reading  
Science  
Social Studies  
Special Education

**BROOKINGS & JOHNSON - K-8 (EACH)**

Language Arts (English, Reading, Reading Resource, Title I, Spelling, Writing, Literature, etc.)  
Math  
Social Studies  
Science  
Foreign Language  
Fine & Performing Arts (Music, Art, Theater, Media, etc.)  
Physical Education  
Home-Career Tech./Technology Education  
Special Education  
Bilingual



**Article 11**  
**TRANSFERS: PROMOTIONS**

**A. Transfers or Reassignments**

1. Teachers who desire to transfer to another building for the next school year shall file a written statement of such desire with the Office of the Superintendent preferably by March 1.  
  
Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.
2. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to June 1st.
3. In the determination of reassignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. No assignment of new teachers shall be made until all transfer requests have been considered.
4. Written acknowledgment shall be forwarded to the teacher upon receipt of the request for reassignment and/or transfer.
5. Notice of transfer shall be given to a teacher as soon as possible following the granting of the teacher's request.
6. When a reduction in the number of teachers in a school is necessary, qualified volunteers in the school will be considered first for transfer.
7. Any involuntary reassignment or transfer shall be made only after a meeting between the teacher involved and the Executive Director of Human Resources and/or his designees, at which time the teacher shall be notified of the reason for the reassignment or transfer.

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

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

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

**B. Posting of Vacancies**

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

The posting shall set forth position, salary, and assignment (location). In filling said vacancies, preference shall be given the teachers in the school where the vacancy exists.

Non-athletic extra-curricular activities including intramural (Appendices B-3, B-4) in a K-8, Middle or High School shall be posted on the appropriate bulletin board in that school.

**C. Promotions**

1. When vacancies occur in new or existing positions other than classroom teacher, notices of such vacancies shall be posted promptly on the appropriate bulletin board by the principal in each school.
2. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.
3. Applications will be received from personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
4. Every teacher who desires to fill any such vacancy shall file his application in writing with the Executive Director of Human Resources on or before the closing date for applications for such vacancy. Applications shall be acknowledged as quickly as possible.
5. A vacancy shall be filled by an applicant within the Springfield School System if his qualifications and experience for the position are substantially equal to those of other applicants.
6. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Unless qualified applicants are unavailable, all permanent appointments shall be made within sixty (60) calendar days, exclusive of vacations, of the date on

which the vacancy occurred except in the case of the Superintendent, Executive Director of Human Resources or Executive Director of Special Services. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the positions.

**Article 12**  
**LEAVES WITH PAY**

**A. Disability and Emergency (Sick Leave)**

1. Each teacher is entitled to leave of absence for disability and emergency leave (sick leave) with full pay up to fifteen (15) working days (subject to the provisions of Section B of this Article) in each school year in which he is serving in the Springfield Public Schools as of the first day of said school year whether he reports for duty or not. Unused leave of absence for disability and emergency (sick leave) shall be accumulated from year to year (subject to the provisions of Section B of this Article) as long as the teacher remains continuously in the service of the School Committee.

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

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

2. Each teacher, upon request, shall receive notice of his disability and emergency leave (sick leave).
3. For the purpose of this Agreement, "emergency" may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee or for court cases due to no negligence on the part of the employee. For emergency leave, a statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer, to the Executive Director of Human Resources.
4. Any teacher in the Springfield School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more two (2) years and for such further additional period as he may be entitled under the terms of this Agreement.
5. Upon absence of more than five (5) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits.

6. The Parties recognize that it is the School Committee's responsibility to deal with any teacher who abuses sick leave.
7. Sick Leave - Effective July 1, 1998 the Springfield Public Schools will continue to respond in writing to each teachers' written request for a statement on his/her accrued but unused disability (sick) days.

Effective July 1, 1999, the Springfield Public Schools will provide each teacher with a written statement indicating the number of accrued but unused disability (sick) days. This written statement will be given to each teacher covered by this agreement on or before October 1, 1999 and will be an accounting of accrued but unused disability days effective on the first teacher workday at that school year.

Effective July 1, 2000, the Springfield Public Schools will provide each teacher covered by this agreement with a written statement indicating the number of accrued but unused disability (sick) days. This statement will be given to each teacher covered by this agreement on or before October 1, 2000 for unused disability days effective on the first day of that school year. A second statement will be given to teachers on or before February 1, 2001 for all unused disability days effective on January 1 of that school year.

#### **B. Sick Leave Bank**

A Sick Leave Bank, for the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, 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 teacher in the bargaining unit shall be assessed one day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event a teacher has no accumulated and/or annual sick leave at the time of said assessment that teacher shall be assessed the amount of days owing to the Bank the following September 1.

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

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

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

**C. Adoption Leave**

If the adoption agency requires and certifies that an adopting parent must stay home with the child, then the teacher may be paid up to six weeks (30 school days) during that school year of Emergency Leave as per Article 11, A3 (home exigencies) if the teacher has unused disability and emergency (sick leave) in her/his account.

**D. Reserve Duty**

Any teacher in the service of the City shall be entitled, during the time of his service in the Armed Forces of the Commonwealth, under section thirty-eight (38), forty (40), forty-one (41), forty-two (42), or sixty (60), or during his annual tour of duty of not exceeding seventeen (17) days as a member of reserve component of the Armed Forces of the United States to receive pay therefore, without loss of his ordinary remuneration as an employee and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

**E. Selective Service Examination**

Each teacher shall be granted time off without loss of pay or without charge to disability and emergency leave (sick leave) when required to be in attendance for a physical examination or other test required by Selective Service.

**F. Professional Day**

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

## **G. Graduation**

1. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which he will be awarded a degree or sixth-year professional diploma. This leave shall not be charged against the teacher's disability and emergency leave (sick leave).
2. A teacher covered by this Agreement shall be granted leave of absence with pay for one (1) day to attend commencement exercises at which a member of his immediate family will be awarded a degree, or a diploma which represents the completion of at least two (2) years of post high school study. For the purpose of this section, immediate family is defined as father, mother, husband, wife, son or daughter. Such leave shall be charged to disability and emergency leave (sick leave).

## **H. Early Dismissal for Summer School**

If a teacher's attendance at summer school is required (travel time to said school shall not be considered as required time), he shall be released at least one (1) week prior to the closing date of the school year without loss of pay. If a teacher receives remuneration for attendance during any of those five (5) days, his compensation from the Springfield Public Schools shall be reduced by that amount. The total number of teachers released under this section shall not exceed ten (10). At the option of the Superintendent additional persons may be allowed time off to report for summer school.

## **I. Religious Leave**

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

## **J. Bereavement Leave**

1. Each teacher covered by this Agreement shall be granted bereavement leave under the following conditions:
  - a. The teacher shall submit proof of relationship and death satisfactory of their principal or supervisor, whereupon they shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled consecutive school days; such leave not to extend more than five (5) days after the funeral.

- b. For the purposes of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grand child of either the teacher or his spouse; or any individual or relative of the teacher or his spouse who was actually living in the immediate household of the teacher at the time of death or at the commencement of the final illness or accident.
  - c. Teachers shall, upon request, be granted leave of absence of not more than one working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece of either the teacher or of his/her spouse whose place of residence is elsewhere than in the home of the employee.
- 2. The present method of providing released time to attend funeral services of a coworker shall be continued during the term of this Agreement.
  - 3. The leave provided for in paragraphs 1a, 1b and 2 above shall not be charged against the teacher's disability and emergency leave (sick leave).

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

**K. Legal or Business Day**

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

**L. Jury Duty**

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

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

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

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

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

### **Article 13 LEAVES WITHOUT PAY**

#### **A. Maternity Leave**

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

A teacher who wishes childbearing leave shall be granted leave without pay up to two and one half years from the date of termination of pregnancy. Such leave may be extended to September 1st or February 1st immediately following the normal expiration of the two and one half year period. If leave expires after February 1st it may be extended to September 1st; if leave expires after September 1st it may be extended to February 1st immediately following the two and one half year period.

A teacher on childbearing leave shall only be entitled to return on September 1st or February 1st during a school year within the leave period. If a teacher is to return on September 1st of a given year, written notice must be given by March 1st of the previous year. If a teacher is to return on February 1st of a given school year, then written notice shall be given by June 1st of the prior school year. All written notices will be addressed to the Superintendent of Schools and postmarked by the above dates.

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

Should a teacher fail to return at the expiration of the two and one half year period of an extension to September 1st or February 1st, after the expiration of the two and one half year period, the teacher will be considered voluntarily terminated.

Concept:       (May - return September 1st)  
                  (after September - return February 1st)



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

Such leaves shall not affect the employee's right to receive any benefits for which she is eligible at the date of her leave and such other rights and benefits, if any, to which she 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.

**B. Military Leave**

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

**C. Peace Corps**

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

**D. Commonwealth or National Teacher Corps**

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

**E. Personal Need**

1. Teachers with professional status will be granted an unpaid leave of absence for the purpose of childrearing of up to two and one half years. Such leave will terminate either in September or February as outlined in the request for said leaves. This leave would not add to leave granted under Article 13, A., above.
2. Teachers without professional status will be granted an unpaid leave of absence for the purpose of child rearing for up to twelve (12) weeks. This leave would not add to leave granted under Article 13.A., above.
3. Teachers with professional status may be granted an unpaid leave for the following reasons: prolonged illness, needed rest, and necessities of the home; professional improvement when teachers are not eligible for sabbatical leaves of absence; for teaching in an acceptable school system in the United States when teachers are not selected as exchange teachers; for teaching at a United States Military Installation abroad; or for any other activity which would benefit the Springfield School System.

**F. Association Leave**

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

**G. Maintenance of Rights**

All benefits to which a teacher was entitled at the time his leave of absence under this Article commenced, including unused accumulated disability and emergency leave (sick leave), shall be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

**H. Extension of Leave of Absence**

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

**I. Requests for Leave**

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

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

**Article 14  
LEAVES WITH PARTIAL PAY**

**A. Sabbatical Leave**

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

1. Sabbatical leave shall be granted to a teacher who has served for at least seven (7) years in the Springfield School System. A second or third such leave shall not be authorized until a teacher has re-established eligibility by serving another period of seven (7) years.
2. Not more than two per cent (2%) of the teachers in the bargaining unit may be absent on Sabbatical leave and Mini Grant leave at any one time.

3. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before June 1st if it is to become effective in September, and on or before December 1st if it is to become effective at midyear.
4. A teacher requesting Sabbatical leave shall submit an application of Approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Each application will be reviewed on the basis of services rendered by the applicant and the use to be made of the requested leave. The final decision rests solely with the Superintendent of Schools.
5. A teacher on Sabbatical leave for one semester only shall receive seventy per cent (70%) of the salary which he would have received if he had remained on active duty. A teacher on Sabbatical leave for one year (2 consecutive semesters) shall receive fifty per cent (50%) of the salary which he would have received if he had remained on active duty.

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

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

**B. Mini-Grant for Professional Improvement**

1. A teacher with professional status who has not received a Sabbatical leave during the last three (3) school years may apply for a leave of absence for up to twelve (12) weeks for study, research or professional improvement.
2. Leave may be granted only if the number of teachers on Mini-Grant leave, when added with the number of teachers on Sabbatical leave under Section A above, does not exceed two percent (2%) of the bargaining unit at any one time.
3. A second or subsequent leave shall not be granted for at least two (2) school years following return from said leave, not counting the year of return.

4. Teachers who have been granted a Sabbatical leave under Section A above shall not be eligible for this leave until they have completed three (3) school years after returning from Sabbatical leave.
  5. Application for leave shall be submitted to the Superintendent of Schools on or before June 1 if it is to become effective in the fall semester and on or before December 1 if it is to be effective after January 15.
  6. Leaves will be granted upon approval of a proposal which would enhance the teacher's professional ability. Applications must set forth the reasons for the request, the courses to be taken, or the research to be done. All leaves are subject to the approval of the Superintendent of Schools or his designee.
  7. A teacher on leave shall receive seventy percent (70%) of the salary which he would have received if he had remained on active duty.
  8. Prior to the granting of a leave, a teacher shall enter into a written agreement with the School Committee that upon termination of said leave he will return to service in the Springfield School System for a period equal to twice the length of the leave. In default of completing such service, he shall refund to the School Committee the amount paid during the leave plus normal interest. The refund is to be made within sixty (60) days from the demand by the School Committee for payment.
  9. Upon return from leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Springfield School System, and he shall be returned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- C. Persons on leaves with partial pay are subject to lay-off and recall in accordance with the terms of this Agreement.

## **Article 15 FRINGE BENEFITS**

### **A. Group Insurance**

1. The Association agrees that the Group Insurance Plan(s) that is adopted by the City of Springfield for all its municipal employees (including domestic partners) shall be available to members of Unit A.
2. Based on acceptance of Chapter 32B, Section 7A of the Massachusetts General Laws by the Springfield City Council, the School Committee agrees that it (Committee) shall pay sixty percent (60%) of the premium cost for the above described plan.
3. The City agrees that the current teachers' insurance contributions, by plan, based on actual plan coverage, in effect on June 30, 1996, shall remain in effect between June 30, 1996 and June 30, 2001. Teachers will share proportionally in any reduced cost.

**B. Pension**

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

**C. Tax-Sheltered Annuity**

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

**D. Worker's Compensation**

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

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

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

**Article 16  
ACADEMIC FREEDOM**

- A. The private and personal life of any teacher is not within the appropriate concern or attention of the Superintendent/School Committee except as it may reflect adversely on the teacher's responsibilities and relationships with students, parents and the community within the judgment of the Superintendent/School Committee. The decision of the Superintendent/School Committee in this regard shall be subject to the grievance procedure.
- B. The Superintendent/School Committee recognizes that children must be free to learn and teachers free to teach broad areas of knowledge in their search for truth.

**Article 17  
SAFETY AND SECURITY**

Violence prevention is the responsibility of every employee in the Springfield Public Schools. It is expected that all employees will support and be part of violence prevention efforts. As part of the school system's initiatives to provide a safe environment for staff and students, regular searches are conducted throughout the year. Usually, these searches involve a portion of the school building and

use of metal detectors for the student body in the selected area. (These searches are not considered an emergency).

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

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

#### **Article 18 TEXTBOOKS**

- A. The review of basic textbooks is a responsibility of the standing curriculum committees. There will be continuous review by these committees. The Association may request review of a particular textbook.
- B. Opinions and suggestions as to the kind of textbooks and other teaching materials to be purchased shall continue to be sought from academic personnel.
- C. The School Committee will make every effort to provide sufficient textbooks so that each pupil has a textbook when textbooks are being used.
- D. Textbooks in active use in secondary schools shall be collected no earlier than two (2) days before the close of the school year.

#### **Article 19 CURRICULUM - TEACHER PARTICIPATION**

- A. Curricula will be evaluated continually as an integral part of the activity of the standing curriculum committees. Curriculum will be aligned to the Massachusetts Frameworks.
- B. Standing curriculum committees composed of teachers and supervisors shall have authority to recommend and suggest changes in curricula.
- C. Participation on standing curriculum committees shall be voluntary, except as outlined in Article 10.
- D. Curriculum development shall be a continuing program during the summer months. Teachers selected to participate shall be compensated at an established weekly rate.
- E. The curriculum committees will continue to examine the total curriculum (K-12) to assess how well it reflects the needs of students in an urban society.

**Article 20**  
**IN-SERVICE TRAINING**

A diversified program of in-service training shall be provided for teachers.

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

The School Committee will sponsor two (2) graduate courses for staff members each semester. These courses will be selected by the Superintendent after consultation with staff and presented to the School Committee for approval.

Arrangements will be made to secure instructors for the identified courses from neighboring colleges or universities. These instructors will be paid by the School Committee.

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

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

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

**Article 21**  
**PERSONNEL ACTION AND PERSONNEL FILES**

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

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

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

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

## **B. Evaluation of Teachers**

1. Teacher evaluation is identifying, gathering and using information as part of an ongoing process to improve professional performance and to judge total job effectiveness.
2. The Superintendent, Executive Director of Special Services, Executive Director of Human Resources, Principals, Assistant Principals, Directors, and Supervisors may evaluate teachers. The Superintendent shall insure that evaluators have training in general principles of supervision and evaluation and have or have available to them expertise in the subject matter and/or area to be evaluated.
3. The ongoing evaluation cycle shall consist of several conferences and observations between the authorized evaluator and the teacher to be evaluated as necessary.
4. All observations of teacher's performance shall be conducted by the authorized evaluator and with the full knowledge of the teacher and for a minimum duration of fifteen (15) minutes.
5. At the beginning of each ongoing evaluation cycle the authorized evaluator and the teacher shall meet to select the date, the time (or class period), and the subject matter being taught, of the lesson to be observed and to set any specific goal. If the authorized evaluator and the teacher fail to reach agreement on the evaluation cycle, then the authorized evaluator shall set the date, time and class to be observed. The teacher shall provide the evaluator a copy of the lesson plan in advance of the observation. The evaluator shall provide the teacher with a copy of the observation and evaluation instruments and an explanation of the instruments prior to the observation. The foregoing process shall be repeated prior to each observation.
6. There shall be a minimum of fifteen (15) school days between observations of a teacher by an evaluator or evaluators.
7. No adverse comments shall be given to teachers by evaluators in the presence of pupils, parents, or other teachers.
8. Following every observation of a teacher, the evaluator(s) shall meet with the teacher to discuss the observation report and plan for the next observation as per item #5 above. The meeting shall be at the mutual convenience of the teacher and the evaluator(s) within ten (10) school days of the observation.
9. Following the final observation of a teacher, the authorized evaluator(s) shall meet with the teacher to discuss the evaluation report. The meeting shall be at the mutual convenience of the parties within ten (10) days following the final observation.
10. Evaluation Reports must recognize areas of strength as well as identifying any areas needing improvement.
11. For areas identified as needing improvement, the observation and evaluation reports must provide specific recommendations for improving performance in those areas. At



least fifteen (15) school days shall elapse to allow the teacher to benefit from the recommendation for improvement prior to any subsequent observation.

12. The teacher being evaluated may gather and provide additional information on his/her performance and submit it to the evaluator.
13. After each discussion the teacher shall sign the observation and evaluation report indicating he/she has seen it, but the teacher's signature does not necessarily indicate agreement with the contents. The teacher shall have the right to make a written statement which shall become part of the final evaluation report. This statement must be submitted within fifteen (15) school days after receipt of the evaluation report.
14. A copy of each observation and evaluation report shall be filed in the teacher's personnel file and a copy provided to the teacher following discussion referred to in item #9 above.
15. An unsatisfactory evaluation may be grieved, but only on the grounds of bad faith or discrimination.
16. During the evaluation year, **Summative Evaluations** include observation of four performance expectations:
  - a. **Classroom teacher**
    - Knowledge of Subject Matter or Field
    - Instruction
    - Responsiveness to Learners
  - b. **Performance of routine and administrative duties, for example**
    - duties/assignments
    - student attendance reports
    - adherence to deadlines
  - c. **Communication**
    - with parents
    - with students
    - with peers
  - d. **Ongoing learning for professional growth and development, for example**
    - participation in professional development days
    - attendance at professional conference or seminars
    - advanced study
    - development of new units of instruction
    - classroom implementation of new strategies from professional development

Any information in the summative evaluation that indicates that the teacher needs improvement must be reviewed and documented with the teacher as close to the time of the occurrence as possible. Failure to do so will result in the information not being used.

During the **Observation Evaluation** year, the goal is to maintain the focus on classroom instruction and communication. The procedures and forms under Article

21B, 1-19 would apply. It is recommended that a narrative be included addressing the areas of the Summative Evaluation.

17. Evaluation of Teachers Without Professional Status:

- a. Teachers without professional status shall be evaluated at least once a year and observed at least two times each year. The first observations and conference shall be no later than November 1st and the second observation and conference not later than April 15. Appropriate adjustments will be made for teachers hired after September.
- b. Teachers without professional status should have a minimum of one (1) Summative Evaluation and an Observation Evaluation each other year that the teacher is without professional status.
- c. If a teacher is working on an area(s) of improvement identified in earlier observations, subsequent observations should occur no later than May 30th. A teacher without professional status not recommended for re-election must be observed a minimum of three (3) times.
- d. For other teachers without professional status, a third observation is at the request of the teacher or evaluator.

18. Evaluation of Teachers With Professional Status:

- a. Teachers with professional status shall be evaluated every two (2) years. In the year in which they are evaluated, the evaluation process will be completed by April 15. In the event the teacher is not meeting expectations, he/she may request a second evaluation by a mutually agreed upon authorized evaluator.
- b. The cycle allows for a Summative Evaluation once every four (4) years, and an Observation Evaluation every second year.
- c. The authorized evaluator must observe the teacher at least two (2) times for a period of no less than fifteen (15) minutes before making a formal evaluation report.

19. **By-pass of Normal Procedure.** While this instrument provides an excellent professional service to the vast majority of our Teachers Without Professional Status, the School Committee and the Association recognize that there may be rare cases within the first 90 school days of employment where it would prevent management from responding to emergency situations affecting the safety and well-being of children. In

such cases, teachers would be speedily observed, notwithstanding the regular procedure, by a management team consisting of not more than three (3) people selected from the following (Executive Director of Special Services, Executive Director of Human Resources, Principal, Supervisor or Director) to evaluate the person's capacity to remain in a teaching position. The team shall conduct a formal observation which will last no less than 30 minutes. The team or a designated member of the team will meet with the teacher after the observation, at a time determined by the team, giving the teacher specific recommendation for improvement. The team will not re-evaluate the teacher until at least the 3rd school day after the post observation meeting. The refusal of the teacher to meet after the observation will excuse the team from the meeting requirements. A recommendation of this team shall be made to the Superintendent for consideration. The Superintendent's decision shall be final and subject to the grievance procedure only on the grounds of bad faith or discrimination by the management team. Failure of the team to follow the by-pass procedure will constitute bad faith. This emergency clause would be implemented with the full knowledge of the SEA and the teacher. (See Appendix for approved observation and evaluation forms).

**C. Rating and Discriminatory Action**

The teacher will be notified in advance in writing of the purpose of a meeting with an administrator in cases where an evaluation and/or disciplinary action is contemplated, and shall be entitled to have Association representation.

**D. Personnel Files**

1. Personnel files shall be maintained under the following circumstances:
  - a. No material derogatory or commendatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher is sent a dated copy at the same time.
  - b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
  - c. Upon written request, a teacher shall be given access to his file without delay.
  - d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his file.
  - e. Facilities shall be made available for the teacher to make photocopies of such contents and records, except in circumstances beyond the control of administration.
2. Official grievances filed by any teacher under the Grievance Procedure, Article 32 of this Agreement, shall not be placed in the personnel file of the teacher; nor shall such

grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendation for job placement.

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

## **Article 22 TEACHER PROTECTION**

### **A. Assistance in Assault Cases**

1. Principals shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent of Schools or his designee.
2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Superintendent/Committee's possession not privileged under law concerning the person or persons involved.
3. During the first week of school each year, **Superintendent Circular No. 827 Hearings Regarding Staff Assault** issued May 20, 1991 shall be distributed to all teachers.

### **B. Indemnification**

The School Committee, shall, out of any funds appropriated for the purpose of this section which appropriation shall be made in the same manner as appropriations for general school purposes, indemnify a teacher in its employ for expenses or damages sustained by him by reason of action or claim against him arising out of the negligence of such teacher or other act of his resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting as such teacher, and may, out of any funds so appropriated, indemnify a teacher in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of any other acts done by him while acting as such teacher; provided, in either case, that such teacher was at the time the cause of action or claim arose acting within the scope of his employment; and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under the section shall have been made by the City Solicitor, an attorney employed for the purpose by the School Committee, or, if such solicitor or counsel upon such request or such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such teacher.

### **C. Damage or Loss of Property**

1. No teacher shall be held responsible for loss, damage or destruction of school property or children's property, when such loss, damage or destruction is not the fault of the teacher.

2. A teacher shall report in writing to the Principal any loss, damage or destruction immediately upon becoming aware of such loss, damage or destruction of school property.
3. The School Committee shall reimburse a teacher for:
  - a. Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment; and
  - b. The cost of any medical, surgical, or hospital services (over and above the amount of any insurance reimbursement and Workmen's Compensation received by said teacher) incurred as the result of any assault suffered in the course of his employment
  - c. As is current practice, loss of personal property shall not be reimbursed by the School Committee in case of theft or fire or flood or other acts of God.

**D. Transportation of Students**

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

**Article 23  
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

**A. Association Representation and Negotiations**

1. Monthly Meetings with the Superintendent
  - a. A Committee of Association representatives, not to exceed five (5) members shall meet once a month with the Superintendent of Schools to discuss matters of educational policy, curriculum, and improvements of educational climate in the Springfield Public Schools. Both parties may submit items for the agenda.
  - b. The Association and the School Committee agree that the procedure described above shall not require either party of this Agreement to consent to any change, modification or reopening of this Agreement.
2. Information
  - a. The Superintendent/Committee shall make available to the Association, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

- b. Names and Addresses of newly employed teachers shall be provided to the Association following their hiring by the Superintendent.
  - c. A copy of the Rules and Regulations of the Springfield School Committee shall be provided the Association.
  - d. A copy of the agenda for all regular School Committee meetings shall be made available to the official Association representative to the Committee meeting at least twenty-four (24) hours prior to the meeting. The Association representative shall be advised as soon as possible of all special meetings of the School Committee open to the public.
  - e. Each professional staff member will be provided with a manual giving the names and addresses of all members of the staff.
  - f. A copy of the official minutes of all public School Committee meetings, and all other nonconfidential materials which are relevant to this Agreement, shall be made available to the official Association representative after approval by the School Committee.
3. Existing Laws and Regulations Preserved
- a. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal Law, rule or regulation, including without limitation all applicable employment, pension, or education laws and regulations.
  - b. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
4. Protection of Individual and Group Rights
- a. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior or processing a grievance on his own behalf in accordance with the Grievance Procedure.

- b. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

5. **Representation at Educational Meetings**

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

6. **Printing of Agreement**

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

**B. Association Activity on the School Level**

1. **Recognition by the Principal**

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

2. **School Meetings**

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

3. **Distribution of Materials**

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

4. **Bulletin Boards**

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

5. **School Visitation by Authorized Association Representatives**

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

**Article 24  
DEDUCTIONS**

**A. Agency Fee**

Effective September 1, 1985, except for those employees who are certified as members of the Association to the School Committee by the Association, the School Committee, in accordance with Massachusetts General laws Chapter 150E, Section 12, shall require as a condition of employment the payment of, on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this provision, whichever is later, an agency service fee to the Springfield Education Association/MTA/NEA.

The amount of the agency service fee shall be equal to the amount required to become a member and remain a member in good standing of the Springfield Education Association/MTA/NEA. Employees may have access to payroll deductions, Article 24-B for purposes of paying the agency service fee.

Upon the request of the Association, the Superintendent shall suspend for five school days without gross pay (5/181 of annual salary) any member of the bargaining unit who, after proper Annual Notice and Annual Final Demand, has refused to pay the agency service fee. Within fifteen school days of receipt of such request, accompanied by proof of Annual Notice and Annual Final Demand, the Superintendent shall notify the Association and the individual bargaining unit members whose names appear on such request when, specifically, during the thirty (30) school days following receipt of such request that the five school day suspension without gross pay (5/181 of annual salary) shall occur. The five school days' gross salary shall first be used to pay the cost of a substitute, if one is provided in accordance with Article 5-E, and the remainder shall be given over to the "Sports' Restoration Fund."

The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee on account of this agency service fee provision. Failure of the School Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify and/or hold the School Committee harmless.

The terms of this provision are enforceable on an annual basis.

**B. Dues Check-Off**

1. An employee who wishes to have the School Committee deduct the regular Association dues from his pay for transmittal to the Association, shall execute an authorization card to be furnished by the Association.



**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
Name of Employee

TO: SPRINGFIELD SCHOOL COMMITTEE

Effective \_\_\_\_\_ I hereby request and authorize you to deduct Association dues from my earnings in **twenty-two (22)** equal installments. This amount shall be paid to the Treasurer of the Springfield Education Association, and represents payment of my Association dues.

These deductions may be terminated at any time by me by giving you sixty (60) days written notice in advance or upon termination of my employment.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(School)

\_\_\_\_\_  
(Employee's Address)

- 2. The amount of dues will be certified to the School Committee from time to time by the Treasurer of the Association or by his duly authorized agent, the amount of dues being uniform for all members of the Association.

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

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

- 3. Any teacher desiring to discontinue deductions that he has previously authorized, must provide written notice to the Committee.
- 4. An authorization by an employee for deduction of Association dues is revocable upon sixty (60) days written notice to the Springfield Education Association and the Springfield School Committee or upon termination of employment.

**C. Other Deductions**

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

1. purchase of United States Savings Bonds,
  2. donations to Pioneer Valley United Fund,
  3. premiums under group income protection, life insurance and loss of senses insurance for the benefit of the employees in the bargaining unit,
  4. premiums under City of Springfield Employees Group Insurance program,
  5. payments to Springfield Teachers' Credit Union, and
  6. premiums under tax-sheltered annuity contract purchased for the teacher by the Committee.
- D. Teachers' pay stubs shall identify by source any additional incidental compensation being paid along with a teacher's regular pay.

#### **Article 25 SUMMER SCHOOL**

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

##### **A. Appointments**

1. Following the determination by the School Committee of the summer programs for the year, the positions to be filled for each program, including any Federal program in a parochial school, shall be posted in every school including parochial schools involved not later than April 15 except, however, that notices of position in projects financed by Federal funds shall be posted as soon as possible. Notices of summer positions shall be posted as soon as possible. Notices of summer positions shall be posted in every school for fifteen (15) calendar days exclusive of vacation.
2. All positions for regional summer school programs shall be posted in every Springfield Public School and in the schools in the participating cities and towns. Notices of positions shall be posted in every school fifteen (15) calendar days exclusive of vacation. All applications for positions must be filed on or before the closing date for applications.  
  
Vacancies for regional summer school programs may be filled from the list of applicants from all the participating cities and towns.
3. No teaching position in the local summer school program, except in a federally funded program in a parochial school, shall be filled by a teacher not covered by this Agreement if there is an equally qualified applicant for such a position who is so covered.

4. In assigning local or regional summer school teaching positions, preference shall be given to qualified applicants for the positions which correspond to the applicant's regular day school teaching assignments.

**B. Applications**

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

**Article 26  
ADULT EDUCATION**

**A. Applications**

1. Any teacher who wishes to teach in evening school the following school year, will submit his request on the appropriate form by April fifteenth (15th).
2. Any teacher interested in teaching in the Manpower Development and Training Act Program will submit his request on the appropriate form which is available from the Executive Director of Human Resources.

**B. Appointments**

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

**C. Policies and Procedures**

Evening school teachers who serve in the regular day school shall, during the term of the Agreement, be accorded all the benefits granted to evening school teachers under the terms of the 1973 Contract between the Springfield School Committee and the Springfield Evening School Teachers Association and any amendments thereto.

**Article 27  
COMPENSATION**

**A. Basic Salary Schedule**

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

**B. Characteristics of the Basic Salary Schedule**

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

**C. Definitions of Training Levels**

1. On Level II shall be placed:

- a. teachers who have earned less than ninety (90) semester hours of approved professional training at accredited colleges.
- b. Putnam Vocational Technical High School instructors of shop and related courses who have not completed all the requirements that have been established by the Division of Occupational Education of the Massachusetts Department of Education.

2. On Level III shall be placed:

- a. teachers who have earned a minimum of ninety (90) semester hours of approved professional training at accredited colleges but less than a bachelor's degree.
- b. Putnam Vocational Technical High School teachers who have been certified as qualified instructors in shop and related courses.

3. On Level IV shall be placed:

- a. certified teachers who have earned a Bachelor's degree from an accredited college.
- b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed thirty (30) semester hours of approved professional training.

4. On Level IV A shall be:

- a. certified teachers who have earned a Bachelor's degree and have completed fifteen (15) semester hours of approved professional training beyond and subsequent to the Bachelor's degree (B+15).
- b. Putnam Vocational Technical High School certified instructors of shop and related courses who have

completed forty-five (45) semester hours of approved professional training.

5. On Level V shall be:
  - a. certified teachers who have earned a Master's degree from an accredited institution.
  - b. certified teachers who have completed thirty-four (34) semester hours of approved professional training beyond and subsequent to the Bachelor's degree.
  - c. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed sixty-four (64) semester hours of approved professional training.
  
6. On Level V A shall be:
  - a. certified teachers who have earned a Master's degree from an accredited institution and have completed fifteen (15) semester hours of approved professional training (M+15).
  - b. Putnam Vocational Technical High School certified instructors of shop and related courses who have completed seventy-nine (79) semester hours of approved professional training.
  
7. On Level VI shall be:
  - a. certified teachers who have earned a sixth year certificate (CAGS) from an accredited institution.
  - b. teachers who have earned a Master's degree and have completed thirty (30) semester hours of approved professional training (M+30) effective 7/1/92.
  - c. except for those on Level VI as of June 30, 1995, Putnam Vocational Technical High School certified instructors of shop and related courses who have earned a Master's degree from an accredited institution.
  - d. teachers who hold a Juris Doctor degree shall be recognized at Level VI as voted by the School Committee on August 20, 1973.

8. On Level VI A shall be:

- a. certified teachers who have earned their sixth (6th) year certificate (CAGS) and have completed fifteen (15) semester hours of approved professional training.
- b. certified teachers who have earned their Master's degree and have completed forty-five (45) semester hours of approved professional training (M+45).
- c. Putnam Vocational Technical High School certified instructors of shop and related courses who have earned a Master's degree and fifteen (15) hours of approved professional training.

9. On Level VII shall be:

- a. certified professional employees who have earned Doctorates from an accredited college or university which had accreditation at the time the degree was attained.
- b. those teachers who possess a Juris Doctorate who maintain a current membership in the Board of Bar Overseers.

**D. Initial Placement on the Salary Schedule**

1. Upon employment as a teacher in the Springfield Public Schools, every teacher shall be placed on the salary schedule at the step appropriate for his/her degree status from an accredited college or university and granted credit for a maximum of ten (10) full school years of continuous teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university.
2. Substitute teaching in the Springfield Public Schools may be counted for experience credit. In the event that the person is hired as a teacher, successful completion of ninety-one (91) school days of substitute teaching in an individual school year in the Springfield Public Schools will be recognized for placement on the salary schedule. Substitute teaching in other school systems, regardless of length of service, shall not be credited as experience on the salary schedule.
3. Full credit for teaching experience in other school systems is granted only when the school year is at least thirty-six (36) weeks in length. Recognition of previous experience is based only on a full school year of continuous teaching service in one (1) or more school systems following receipt of a Bachelor's or advanced degree from an accredited college or university.
4. Teachers appointed to the Roger L. Putnam Vocational Technical High School shall be given credit for one (1) year of teaching experience for each year of trade experience up to but not to exceed ten (10) years of trade experience.

5. Special subject teachers (Counselors, Speech Therapists, Visual and Hearing Impaired, etc.) will be given credit on the salary schedule for previous experience that is full time and continuous in the specific subject field for which they have been hired.
6. Teachers who have completed an assignment of two (2) years in the Peace Corps and who are appointed to serve as teachers in the Springfield Public Schools will be granted two (2) years of experience credit.
7. Credit for service in the armed forces shall be given on the basis of one (1) year of experience credit for each ten (10) months in military service, provided that the total does not exceed the maximum of credit for experience allowed on the Salary Schedule as contained in 1. above. No credit will be allowed over thirty (30) months or three (3) years and no fractional parts of years will be credited. This does not preclude giving full credit if the armed service assignment was all educational work directly related to the position for which the teacher has been hired.
8. Whatever the credit allowed for experience or training when a staff member enters the system and whatever the salary fixed at that time, such credit and such salary stand as final, subject to adjustment only upon the approval of the Superintendent of Schools.

**E. Earned Increments**

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

**F. Basis for Advancement in Training Status:**

1. A request for advanced salary rating must:
  - a. bear the appraisal of the Superintendent or designee.
  - b. indicate specifically the number of credits allowed by the Superintendent for each professional course or activity.
  - c. be filed with the Superintendent of Schools on forms provided by the Central Office.
2. The timeline for filing requests for advancement on the salary schedule is as follows:
  - a. to advance on September 1st of a given school year, a staff member must file the appropriate forms with the

Superintendent of Schools on or before September 20th. A request for advancement submitted after September 20th is not considered until the following February for a pro rata advancement on February 1.

- b. to advance on February 1st of a given school year, a staff member must file the appropriate forms with the Superintendent of Schools on or before February 20th. A request for advancement submitted after February 20th is not considered until the following September for advancement that same September 1.
  - c. after September 20th or February 20th, the salaries of teachers are not changed during the current year except to correct a clerical error, or an error fixing a salary inconsistent with the terms of whatever schedule may apply.
3. Approved Professional Training Credit for advancement to a higher level may be granted for any combination of any of the following activities:
- a. credits earned in a degree program from an accredited institution.
  - b. credits earned under Article 20 of this Agreement (School Committee sponsored graduate courses offered each semester).
  - c. graduate or undergraduate credits in new technology earned after July 1, 1980.
  - d. credits earned for an additional certification earned at any time.
  - e. credits earned in the field(s) in which the teacher teaches, earned at any time.
  - f. Credits earned from serving on a S.C.D.M. Team (Article 27P).
  - g. approved private study (refer to F4).
  - h. foreign and domestic travel (refer to F5).
  - i. any approved combination of formal training and experience.



- j. any other means which can be properly judged to contribute to staff member's professional effectiveness (refer to F. 6).
4. Credit may be granted for private study, particularly to teachers of music and art, according to the following regulations:
- a. the teacher must be a member of the staff of the Springfield Public Schools while the private study was being conducted.
  - b. the teacher must submit in advance full details concerning the instructor under whose direction the work is being done, the type of work to be undertaken and other pertinent information.
  - c. upon completion of the work, the instructor must send the Superintendent a statement concerning attendance, quality of work accomplished and benefit to the individual.
  - d. the applicant must also submit a written report indicating how the work completed is of value to him/her in his/her particular field.
  - e. credits for private study are granted on the following basis:
    - 1. two (2) semester hours of credit for thirty (30) clock hours of private instruction for which sixty (60) hours of outside preparation is required.
    - 2. one (1) semester hour of credit for forty-five (45) clock hours of private instruction without outside preparation.
5. Credit may be granted for foreign or domestic travel according to the following regulations:
- a. a teacher must be a member of the staff of the Springfield Public Schools while the travel was undertaken.
  - b. a proposed itinerary must be submitted in advance of the trip, along with descriptive material to indicate the educational benefit he/she expects to derive from the trip.
  - c. a domestic trip must consist of at least six (6) weeks of consecutive travel, and for foreign travel the trip must cover at least five (5) weeks travel in foreign countries.

- d. upon his/her return, and in no case later than three (3) months after the trip, the teacher must submit a written report describing the trip and indicating its value to him/her in his/her particular field.
  - e. a maximum of three (3) semester hours' credit for one trip, and not more than a total of six (6) semester hours' credit, may be granted for all travel, foreign and domestic.
6. The regulations governing advancement in training status by any other means which can be properly judged to contribute to the staff member's professional effectiveness (3. j) are as follows:
- a. in every case the character and amount of such activities must be described in preliminary application endorsed by the Superintendent.
  - b. upon completion of the activity, the staff member must report fully and supply supplementary substantiating evidence as required.
  - c. the amount of credit to be allowed, if any, is determined by the Superintendent.
  - d. each case is decided on its own merits.
7. Credits received for work taken at collegiate institutions should:
- a. be submitted to the Superintendent at the completion of the course.
  - b. not be retained until a change of salary schedule is requested.
8. The aimless accumulation of credits for the purpose of advancement to a higher salary level is not approved. All proposed courses and/or plans of study must be submitted to the Superintendent for approval prior to course enrollment. No credits will be evaluated and no change in salary will be granted if the "Application for Approval of Proposed Activities for Professional Improvement" is not presented on time.
9. Only work of high quality is recognized therefore:
- a. in no cases are grades below "C" accepted.
  - b. in cases of credits presented for advancement to the fifth, sixth and seventh year levels, grades lower than "B" will not be accepted unless accepted as part of a degree program in an accredited institution.

10. Only credit beyond and subsequent to the Bachelor's degree is acceptable unless covered by exemptions outlined such as: new technology, additional certification, credits earned in the field(s) teacher is teaching, Putnam High School exemptions, S.C.D.M. credits.
11. The following regulations apply to Putnam Vocational Technical High School teachers in shop and related courses:
  - a. teachers who have completed all the requirements that have been established by the Vocational Division of the State Department of Education for appointment to teaching positions in state-aided vocational schools are considered to have at least the equivalent of three (3) years of training.
  - b. teachers who are required to maintain command of their trades and gain further trade knowledge by employment in or by approved contact with their trades during vacations receive two (2) semester hours of credit for that amount of work which meets the requirements for one (1) year of professional improvement as established by the Vocational Division of the State Department of Education.
  - c. upon presentation of a certificate from the Vocational Division of the State Department of Education indicating that the teacher has attended the one (1) week in the summer of conference work provided by the Vocational Division, that teacher will be credited with one (1) semester hour towards advancement to the fourth (4th) or fifth (5th) level.
  - d. if a teacher is transferred from teaching shop and/or related courses at Putnam Vocational Technical High School, he/she will be reclassified to the preparation level which his/her academic training warrants.
  - e. if a teacher is transferred from Putnam Vocational Technical High School to another school in the Springfield Public School System, he/she will be reclassified to the preparation level which his/her academic training warrants.
12. A formal written appeal may be made to the Superintendent of Schools where courses or plans of studies warrant an exception to the rules and regulations as listed in F, 1 through 10. The Superintendent shall have the final say with respect to such appeals.

#### **Method and Time of Salary Payment**

1. The first paycheck of the school year will be issued on the Friday of the first full week of school in September.

2. If a teacher leaves or dies during the school year, he, or his estate, shall be entitled to a prorated share of his full salary based on his period of service in relation to the number of days school is in session during the school year, minus the compensation already paid.
3. Itinerant teachers and specialists may designate a school at which their paychecks will be delivered or they may have their paychecks held at the City Treasurer's office.

#### H. Extracurricular Activities

1. Athletics – Salaries for extracurricular activities are set forth in the Appendices B 1, 2 and 3, which are attached to and made a part of this Agreement.
  - a. All regular season game schedules will be developed, finalized and approved by the Director of Physical Education/Athletics.
  - b. Whenever a team is selected for tournament play, the Head (Varsity) Coach must participate in all practices and/or scouting assignments and games related to his/her team's tournament play. No coach other than the Head (Varsity) Coach is required to participate in the tournament play.
  - c. When a team is selected for tournament play, each Assistant Coach, including Junior Varsity and Freshman, must notify the Athletic Director in writing if they wish to participate in tournament play. Following consultation with the Head (Varsity) Coach, the Athletic Director will be responsible for approving each Assistant Coach's, including Junior Varsity and Freshman, participation in tournament play. If approved, each Assistant Coach, including Junior Varsity and Freshman, will be required to participate in practices and/or scouting assignments and tournament games.
  - d. Coaches shall receive compensation in addition to the stipends contained in Appendix B for post-season games. Compensation for post-season games would begin on the next school day following the completion of the last regularly scheduled season game by a Springfield Public School's team, both girls and boys, in each of the sports set forth in the Appendices which are attached to and made a part of this Agreement.
  - e. Compensation will not be granted for practices that occur following the completion of the last regularly scheduled season game if the team is not selected for post-season

play at the conclusion of the regular season as determined by M.I.A.A.

- f. In any sport set forth in the Appendices that requires an open tournament as prerequisite to qualify for a state tournament, compensation will begin from the date that the team individual(s) qualifies for the state tournament.
- g. Each year, a copy of this Article 27 H. 1. will be given to all Head (Varsity) Coaches and Assistant Coaches, including Junior Varsity and Freshman.

2. Non-Athletic

- a. Salaries for extracurricular activities are set forth in the Appendices B. 4, 5 and 6, which are attached to and made a part of this Agreement.
- b. There shall be two (2) class advisors for each class at each high school, and each will be paid \$550, effective July 1, 1998; \$567, effective July 1, 1999; and \$584, effective July 1, 2000. If, however, there is a vacancy, then the single advisor shall be paid \$673, effective July 1, 1998; \$693, effective July 1, 1999; and \$714, effective July 1, 2000.

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

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

**J. 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 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 Articles 8 and 10 shall be included.

**K. Retirement Allowance**

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

been, at the time of such notification, within his current classification for at least two (2) years immediately preceding the date of such notification.

#### **L. Other Salaries**

1. The salaries of evening school teachers shall be as outlined in the evening school contract.
2. When vacancies occur in new or existing evening school positions, day school teachers shall be given the first opportunity to fill said positions.
3. Day school teachers on tenure shall receive the maximum evening school rate.
4. The salary for summer school is \$467.41 per week effective July 1, 1998, \$481.43 effective 7/1/99, and \$495.87 effective 7/1/2000.
5. The hourly rate is \$23.77 per hour effective July 1, 1998, \$24.48 effective 7/1/99, and \$25.21 effective 7/1/2000.
6. Those teachers who supervise a School Committee approved club or activity will be paid \$259.80 effective July 1, 1998, \$267.59 effective 7/1/99, and \$275.62 effective 7/1/2000.
7. The hourly rate for teachers serving as instructors to other teachers after regular working hours or during the summer months shall be not less than \$19.71 per hour nor more than \$45.24 per hour effective July 1, 1998; not less than \$20.30 per hour nor more than \$46.60 per hour effective July 1, 1999; not less than \$20.91 per hour nor more than \$48.00 per hour effective July 1, 2000. This shall not include preparation time. The actual hourly rate paid will be comparable to the hourly rate the Committee would pay an instructor not regularly employed in the Springfield School System as outlined above. Preparation time is required to prepare the instructor for performance of his assignment and that instructor will be reimbursed at the same hourly rate. Said reimbursement will be limited and shall not exceed one half hour for each hour of instructional time.
8. Apply the preparation provision of 7 above to those teachers who are trainers on system-wide Professional Development Days.
9. The annual stipend position of Visual Aids duty at all levels shall be \$609; effective 7/1/99, \$627; and effective 7/1/2000, \$646.

#### **Mileage Allowance**

Teachers whose use of a personal car for school business is approved by the Superintendent shall be reimbursed for the use of said car at the rate of 22.5 cents per mile. This rate per mile will be increased to the rate per mile in effect for non-bargaining group personnel at City Hall should that rate per mile be greater than 22.5 cents per mile during the term of this Agreement. Records of mileage shall be submitted monthly on the form provided by the School Department.

**N. New Positions**

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

**O. Longevity**

Beginning of 15th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.

Beginning of 20th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.

Effective July 1, 2000, beginning of 25th full year of service, or more, to Springfield regardless of leaves or breaks in service, see Appendix A.

Effective July 1, 1998 for purposes of calculating eligibility for longevity, the first full school year of employment is defined by a teacher receiving compensation prior to the sixteenth (16th) work day of that year.

**P. School Centered Decision Making Credits**

A teacher having served actively (80% attendance) as a member of a School Centered Decision Making Team for one half year, will receive three credits. At the end of each half year, the chairperson of each Team will forward a list of those who have actively served to the Executive Director of Human Resources and such credit will be entered in the teacher's record. These credits may be used independently or combined with other eligible credits for advancement on the salary schedule. In addition, teachers will receive reimbursement for out-of-pocket expenses at the flat rate per school year, half of which is payable February 1st and the remaining half June 15th:

Effective July 1, 1998 - \$290.00  
Effective July 1, 1999 - \$299.00  
Effective July 1, 2000 - \$308.00

Teachers on Level VII shall receive an additional compensation in their base pay upon earning 15 SCDM credits: 7/1/98, \$616; 7/1/99, \$634; 7/1/2000, \$653.

**Q. The School Committee and the Association agree Speech and Hearing Therapists may perform additional work subject to the following conditions:**

1. All additional work will be voluntary.
2. The maximum number of clients to receive therapy in each hour is three (3). Subject to review and approval by the Superintendent or his designee, each Therapist will exercise his/her professional discretion in determining the actual number of clients to receive therapy in any hour.

3. The hourly rate of pay shall be \$35.95 effective 7/1/98, \$37.03 effective 7/1/99 and \$38.14 effective 7/1/2000 for each hour of therapy. Preparation time is required to prepare the Therapist for each client and the Therapist will be reimbursed at the same hourly rate. Said reimbursement will be limited to and shall not exceed one half hour for each hour of therapy.
4. Voluntary additional work may be performed during the following times:
  - a. During the summer months when school is not in normal session, at times and places convenient to the Therapist and the Superintendent or his designee, but not on holidays, Friday afternoon, Saturday or Sunday.
  - b. In the afternoon during the normal student school year, Therapists may work either one (1) or two (2) additional hours as determined by the Superintendent or his designee. In either case they may work up to four (4) afternoons per week but in any event not on Friday. This work in the afternoon will occur only after the completion of the Therapists' normal work day. Further, they will work and be paid only on regularly scheduled school days and not on days when school is cancelled.
  - c. In the morning prior to the start of the Therapists' normal work day, they may work one (1) additional hour. They will work and be paid only on regularly scheduled school days and not on days when school is cancelled.

- R. Effective July 1, 1998 each non-commissioned officer teacher will receive the stipend detailed in Appendix B 6 of the Agreement. The R.O.T.C. Officer teacher must submit to the Principal at the start of each school year a schedule of events, activities and ceremonies in which all non-commissioned R.O.T.C. teachers are expected to participate. Additions to the annual schedule are to be given to the Principal as soon as possible.

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

- S. The School Department will make every effort to pay travel and expense reimbursements within thirty (30) days of submission of the request for reimbursement to the Business Office.

**Article 28**  
**REDUCTION IN FORCE PROCEDURE**

This Article Applies Only To Teachers With Professional Status

- A. If the School Committee determines, pursuant to its legal responsibility consistent with the General Laws of the Commonwealth, to make such decisions that a reduction in the number



of teachers employed is necessary or that a particular type of teaching service should be discontinued, the following policy for reduction in personnel will be used:

- B. Whenever possible, reduction will be accomplished by attrition. If a position becomes vacant it will be eliminated or a qualified teacher will be transferred to that position, in order to lessen the impact of any reduction in force.
- C. A teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is qualified to fill.
- D. If a further reduction is to take place teachers shall be laid off by discipline. For the purposes of this Article disciplines shall be:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| 1. Elementary                   | 15. Reading                       |
| 2. English                      | 16. Media Services (Librarians)   |
| 3. Social Studies               | 17. Health                        |
| 4. Science                      | 18. Environmental Ed.             |
| 5. Mathematics                  | 19. Bilingual (Elem. & Secondary) |
| 6. Music                        | 20. English as a Second Language  |
| 7. Art                          | 21. Visual Handicapped            |
| 8. Foreign Language             | 22. Deaf                          |
| 9. Business Education           | 23. Speech                        |
| 10. Physical Education          | 24. Special Education             |
| 11. Industrial Arts             | 25. Adjustment Counselors         |
| 12. Home Economics              | 26. Psychological Examiners       |
| 13. Guidance                    | 27. Vocational Ed. Counselors     |
| 14. Occupational/Vocational Ed. | 28. Evaluation Team Leaders       |

In accomplishing layoffs within a discipline, certification(s) will be reviewed and the teacher with the least length of service within the discipline will be laid-off, unless the teacher chooses to displace another less senior teacher under Section E of this Article.

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

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

OR

- 2. If a teacher scheduled to be laid off has taught for an entire semester in another discipline during his continuous employment in the Springfield Public Schools, the teacher will be reviewed if he so chooses as outlined in Section D, in that discipline(s).
- 3. A teacher may exercise rights under either Section E1 or Section E2 only.

4. A teacher notified of possible layoff under Section D and wishing to exercise rights under Section E must notify the Superintendent of Schools in writing within ten (10) calendar days of receipt of notification that the teacher desires to exercise such rights. The teacher will clearly indicate in his written request which other discipline(s) the teacher believes he/she has rights to displace under Section E. If the teacher fails to exercise those rights in writing within ten (10) calendar days of his receipt of layoff notification, he loses all rights under Section E.

F. For the purposes of this Article total time in the Springfield School System in months and days in the bargaining unit shall be used to compute an employee's length of service within any disciplines set forth above. Part-time employees will have their length of service computed as if they were full-time employees. However, effective July 1, 1982, part-time employment will be treated on a pro-rata basis for purposes of determining length of service. (e.g. A teacher working on a half-time basis after July 1, 1982 will earn one-half a year seniority for each full year spent teaching half-time.)

1. Teachers will hold seniority, as above defined, only in the single discipline in which they are teaching on February 1, of a school year. If teaching two or more subjects, the subject in which they devote the majority of their teaching time that year will determine the single discipline as outlined above. Time spent on any authorized leave of absence will not count as a break in service, and seniority will accumulate during such periods.
2. Any employee of the Springfield Public Schools who is a member of Bargaining Unit B and returns to this Bargaining Unit A shall have his length of service computed in the following manner: Time spent as a non-tenured Unit B employee up to a maximum of three (3) years shall be forgiven. The remainder of their Unit B service shall be subtracted from their prior Unit A length of service and the difference shall constitute their Unit A length of service upon returning to this Bargaining Unit A. (e.g. An employee taught in Unit A for thirteen (13) years and then went to Unit B. He attained tenure in Unit B after three years and continued in Unit B for four (4) more years, for a total of seven (7) years in Unit B. The three (3) years spent earning tenure in Unit B are not counted. The four (4) years in Unit B after tenure are subtracted from the thirteen (13) years of original Unit A service. Thus, upon returning to Unit A he has nine (9) years of length of service.)

Teachers who are to be laid off will be notified of this fact as soon as possible, but not later than May 15th of the school year preceding the school year in which the reduction in force is to take place.

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

The School Committee agrees to provide the Association with a seniority list by March 1, of each year.

- G.** If a position outlined in Article 1 (Recognition) is created or becomes vacant while there are teachers on lay off the following procedure will be followed:
1. If the position is in a discipline where teachers have been laid off, then teachers laid off in that discipline will be given an opportunity to fill that position prior to other applicants, as long as they are certified and qualified. If more than one teacher is laid off in that discipline the opening shall be offered in order of length of service.
  2. If the position is other than a classroom teaching position and is in a discipline in which there has been no lay off, then teachers will first be given the opportunity to fill the position as long as they are certified and qualified. If more than one teacher is laid off, the opening shall be offered in order of length of service if they are certified and qualified.
  3. If there is an open position, and a laid-off teacher is certified and qualified for the position, then that teacher will be given the opportunity to fill that opening prior to consideration by other applicants. If more than one teacher on lay off is certified and qualified, the opening shall be offered in order of length of service.
  4. In administering this and subsequent paragraphs, a teacher who has been laid off shall have recall or preference rights only for twenty-four (24) months from the date of the teacher's most recent lay off. After that date, a teacher will have no recall or preference rights, but will be considered if the teacher so indicates, for any openings in the same manner as new applicants. Notwithstanding any other language in this Article to the contrary, a teacher on lay off who refuses two positions in any period prior to the twenty-four (24) months after lay off will be removed from any consideration for an opening. Such a teacher will be considered as a new applicant for any vacant or created position.
- II.** A teacher on lay off will not accrue additional length of service credit or other privileges during the period of this lay off nor will time spent on lay off count toward length of service or other privileges in subsequent lay off. A teacher recalled to service within twenty-four (24) months shall be entitled to all benefits and rights enjoyed prior to lay off.
- L.** Teachers on lay off will be called to substitute in areas in which they are qualified to teach, if they choose to be so recorded. In addition, teachers on layoff will be called before other substitutes are called. Teachers called under this provision will receive the same remuneration and benefits afforded other day to day substitutes.
- J.** Teachers on lay off shall be permitted to maintain group insurance benefits under terms of the City of Springfield's Group Insurance Plan, during the twenty-four (24) month recall period. The teacher desiring to maintain said benefits must pay 100% of the cost of such benefits on a monthly basis.

**Article 29  
AMENDMENTS**

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

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

**Article 30  
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 31  
RESOLUTION OF DIFFERENCE BY PEACEFUL MEANS**

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

**Article 32  
GRIEVANCE PROCEDURE**

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

**A. Definition**

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

**B. General Provisions**

1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representative in any formal steps of the Grievance Procedure.

2. A grievance as defined in A above must be presented for disposition through the Grievance Procedure within fifteen (15) school days of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.
3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.
4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.
5. Time limits at any step may be extended by mutual agreement.
6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.
7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.
8. The Association shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.
9. Whenever a grievance is presented at any step by the teacher personally, the Association representative shall be given the opportunity to be present and state the views of the Association.

**C. Procedures**

**Step 1 - Informal Discussion**

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

**Step 2 - Principal or Immediate Supervisor**

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

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

**Step 3 - Superintendent of Schools**

If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2 to the Superintendent of Schools within five (5) school days after the decision of the

appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at Step 2.

The Superintendent of Schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Association representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.

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

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

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

#### **Step 4 - Arbitration**

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

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

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

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

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

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

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

### **Article 33**

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

### **Article 34 DURATION**

Except as otherwise specified in this Agreement or attached Appendices, this Agreement shall be effective as of July 1, 1998 and shall continue and remain in full force and effect until June 30, 2001. The parties agree that not later than October, 2000 they shall enter into negotiations for a successor agreement to become effective as of July 1, 2001.

SIGNED:

#### **For the Springfield School Committee:**

Michael J. Albano, Mayor  
Joseph D. Bernard, Esq.  
Beth A. Conway  
Nicholas A. Fyntrilakis  
Marjorie J. Hurst, Esq.  
Robert E. McCollum  
Wagner  
Kenneth E. Shea, Esq.

#### **For the Springfield Education Association:**

Timothy Collins, President  
Peter Ortega  
Arlindo Alves  
Christine Caney  
Christopher Dowd  
Priscilla Johnson  
MaryAnne Kuroczko  
Doris Robinson  
Cathlene Sares  
Thomas Stelzer  
Paul Schmutz  
Frederick "Bud"

**Unit A Salary Schedule: July 1, 1998 to June 30, 1999**

Level/Step	01	02	03	04	05	06	07	08	09	10	11	12	15	20
II	\$0	\$0	\$0	\$27,829	\$29,128	\$30,429	\$31,736	\$33,038	\$34,342	\$35,644	\$36,950	\$41,362	\$42,544	\$43,059
III	\$0	\$27,829	\$29,026	\$30,222	\$31,415	\$32,611	\$33,807	\$35,002	\$36,196	\$37,391	\$38,586	\$42,946	\$44,130	\$44,645
IV	\$27,829	\$29,046	\$30,273	\$31,498	\$32,721	\$33,945	\$35,171	\$36,397	\$37,621	\$38,847	\$40,071	\$44,517	\$45,699	\$46,214
B+15	\$28,442	\$29,661	\$30,887	\$32,110	\$33,336	\$34,562	\$35,785	\$37,013	\$38,237	\$39,460	\$40,687	\$45,130	\$46,314	\$46,829
V	\$30,507	\$31,743	\$32,969	\$34,201	\$35,429	\$36,659	\$37,890	\$39,117	\$40,347	\$41,575	\$42,805	\$47,336	\$48,518	\$49,033
M-15	\$31,121	\$32,357	\$33,588	\$34,814	\$36,044	\$37,273	\$38,506	\$39,734	\$40,961	\$42,192	\$43,419	\$47,951	\$49,134	\$49,649
VI	\$32,920	\$34,147	\$35,384	\$36,621	\$37,853	\$39,086	\$40,321	\$41,557	\$42,791	\$44,028	\$45,261	\$49,873	\$51,055	\$51,570
M+15	\$33,536	\$34,765	\$35,996	\$37,232	\$38,468	\$39,701	\$40,938	\$42,174	\$43,421	\$44,643	\$45,878	\$50,488	\$51,672	\$52,187
VII	\$35,444	\$36,673	\$37,910	\$39,148	\$40,381	\$41,618	\$42,854	\$44,090	\$45,328	\$46,565	\$47,801	\$52,490	\$53,675	\$54,190



**Unit A Salary Schedule: July 1, 1999 to June 30, 2000**

Level/Step	01	02	03	04	05	06	07	08	09	10	11	12	15	20
II	\$0	\$0	\$0	\$28,664	\$30,002	\$31,342	\$32,688	\$34,029	\$35,372	\$36,713	\$38,059	\$42,603	\$43,820	\$45,037
III	\$0	\$28,664	\$29,897	\$31,129	\$32,357	\$33,589	\$34,821	\$36,052	\$37,282	\$38,513	\$39,744	\$44,234	\$45,454	\$46,674
IV	\$28,664	\$29,917	\$31,181	\$32,443	\$33,703	\$34,963	\$36,226	\$37,489	\$38,750	\$40,012	\$41,273	\$45,853	\$47,070	\$48,287
B+15	\$29,295	\$30,551	\$31,814	\$33,073	\$34,336	\$35,599	\$36,859	\$38,123	\$39,384	\$40,644	\$41,908	\$46,484	\$47,703	\$48,922
V	\$31,422	\$32,695	\$33,958	\$35,227	\$36,492	\$37,759	\$39,027	\$40,291	\$41,557	\$42,822	\$44,089	\$48,756	\$49,974	\$51,192
M+15	\$32,055	\$33,328	\$34,596	\$35,858	\$37,125	\$38,391	\$39,661	\$40,926	\$42,190	\$43,458	\$44,722	\$49,390	\$50,608	\$51,826
VI	\$33,908	\$35,171	\$36,446	\$37,720	\$38,989	\$40,259	\$41,531	\$42,804	\$44,075	\$45,349	\$46,619	\$51,369	\$52,587	\$53,805
M+45	\$34,542	\$35,808	\$37,076	\$38,349	\$39,622	\$40,892	\$42,166	\$43,439	\$44,724	\$45,982	\$47,254	\$52,003	\$53,222	\$54,441
VII	\$36,507	\$37,773	\$39,047	\$40,322	\$41,592	\$42,867	\$44,140	\$45,413	\$46,688	\$47,962	\$49,233	\$54,065	\$55,285	\$56,505

**Unit A Salary Schedule: July 1, 2000 to June 30, 2001**

Level/Step	01	02	03	04	05	06	07	08	09	10	11	12	15	20	25
II	\$0	\$0	\$0	\$29,524	\$30,902	\$32,282	\$33,669	\$35,050	\$36,433	\$37,814	\$39,201	\$43,881	\$45,135	\$46,388	\$47,015
III	\$0	\$29,524	\$30,794	\$32,063	\$33,328	\$34,597	\$35,866	\$37,134	\$38,400	\$39,668	\$40,936	\$45,561	\$46,818	\$48,074	\$48,702
IV	\$29,524	\$30,815	\$32,116	\$33,416	\$34,714	\$36,012	\$37,313	\$38,614	\$39,913	\$41,212	\$42,511	\$47,229	\$48,482	\$49,736	\$50,363
R+15	\$30,174	\$31,468	\$32,768	\$34,065	\$35,366	\$36,667	\$37,965	\$39,267	\$40,566	\$41,863	\$43,165	\$47,879	\$49,134	\$50,390	\$51,018
V	\$32,365	\$33,676	\$34,977	\$36,284	\$37,587	\$38,892	\$40,198	\$41,500	\$42,804	\$44,107	\$45,412	\$50,219	\$51,473	\$52,728	\$53,356
M+15	\$33,017	\$34,328	\$35,634	\$36,934	\$38,239	\$39,543	\$40,851	\$42,154	\$43,456	\$44,762	\$46,064	\$50,872	\$52,126	\$53,381	\$54,009
VI	\$34,925	\$36,226	\$37,539	\$38,852	\$40,159	\$41,467	\$42,777	\$44,088	\$45,397	\$46,709	\$48,018	\$52,910	\$54,165	\$55,419	\$56,046
M+45	\$35,578	\$36,882	\$38,188	\$39,499	\$40,811	\$42,119	\$43,431	\$44,742	\$46,066	\$47,361	\$48,672	\$53,563	\$54,819	\$56,074	\$56,702
VII	\$37,602	\$38,906	\$40,218	\$41,532	\$42,840	\$44,153	\$45,464	\$46,775	\$48,089	\$49,401	\$50,712	\$55,687	\$56,944	\$58,200	\$58,828

**Senior High:**

Football Head	step 1	3,011	3,101	3,194
Football Head	step 2	3,413	3,515	3,620
Football Head	step 3	3,950	4,069	4,191
Basketball Head	step 1	2,355	2,426	2,499
Basketball Head	step 2	2,556	2,633	2,712
Basketball Head	step 3	2,858	2,944	3,032
Baseball Head	step 1	2,355	2,426	2,499
Baseball Head	step 2	2,556	2,633	2,712
Baseball Head	step 3	2,858	2,944	3,032
Gymnastics	step 1	2,355	2,426	2,499
Gymnastics	step 2	2,556	2,633	2,712
Gymnastics	step 3	2,858	2,944	3,032
Hockey	step 1	2,355	2,426	2,499
Hockey	step 2	2,556	2,633	2,712
Hockey	step 3	2,858	2,944	3,032
Soccer Head	step 1	2,355	2,426	2,499
Soccer Head	step 2	2,556	2,633	2,712
Soccer Head	step 3	2,858	2,944	3,032
Softball Head	step 1	2,355	2,426	2,499
Softball Head	step 2	2,556	2,633	2,712
Softball Head	step 3	2,858	2,944	3,032
Swimming	step 1	2,355	2,426	2,499
Swimming	step 2	2,556	2,633	2,712
Swimming	step 3	2,858	2,944	3,032
Track	step 1	2,355	2,426	2,499
Track	step 2	2,556	2,633	2,712
Track	step 3	2,858	2,944	3,032
Volleyball	step 1	2,355	2,426	2,499
Volleyball	step 2	2,556	2,633	2,712
Volleyball	step 3	2,858	2,944	3,032
Wrestling	step 1	2,355	2,426	2,499
Wrestling	step 2	2,556	2,633	2,712
Wrestling	step 3	2,858	2,944	3,032
Football Asst.	step 1	1,881	1,937	1,995
Football Asst.	step 2	2,083	2,145	2,209
Football Asst.	step 3	2,363	2,434	2,507
Baseball Asst.	step 1	1,473	1,517	1,563
Baseball Asst.	step 2	1,675	1,725	1,777
Baseball Asst.	step 3	1,942	2,000	2,060
Basketball Asst.	step 1	1,473	1,517	1,563
Basketball Asst.	step 2	1,675	1,725	1,777
Basketball Asst.	step 3	1,942	2,000	2,060
Cross Country	step 1	1,473	1,517	1,563
Cross Country	step 2	1,675	1,725	1,777
Cross Country	step 3	1,942	2,000	2,060

**Senior High: (cont'd)**

Volleyball Asst.	step 1	1,473	1,517	1,563
Volleyball Asst.	step 2	1,675	1,725	1,777
Volleyball Asst.	step 3	1,942	2,000	2,060
<b>Faculty Equipment Mgr.</b>				
1-14 Teams	step 1	1,473	1,517	1,563
1-14 Teams	step 2	1,675	1,725	1,777
1-14 Teams	step 3	1,942	2,000	2,060
15-25 Teams	step 1	2,355	2,426	2,499
15-25 Teams	step 2	2,556	2,633	2,712
15-25 Teams	step 3	2,858	2,944	3,032
26 plus Teams	step 1	3,011	3,101	3,194
26 plus Teams	step 2	2,413	3,515	3,620
26 plus Teams	step 3	3,950	4,069	4,191
Golf	step 1	1,473	1,517	1,563
Golf	step 2	1,675	1,725	1,777
Golf	step 3	1,942	2,000	2,060
Hockey Asst.	step 1	1,473	1,517	1,563
Hockey Asst.	step 2	1,675	1,725	1,777
Hockey Asst.	step 3	1,942	2,000	2,060
Soccer Asst.	step 1	1,473	1,517	1,563
Soccer Asst.	step 2	1,675	1,725	1,777
Soccer Asst.	step 3	1,942	2,000	2,060
Softball Asst.	step 1	1,473	1,517	1,563
Softball Asst.	step 2	1,675	1,725	1,777
Softball Asst.	step 3	1,942	2,000	2,060
Indoor Track	step 1	1,473	1,517	1,563
Indoor Track	step 2	1,675	1,725	1,777
Indoor Track	step 3	1,942	2,000	2,060
Tennis	step 1	1,473	1,517	1,563
Tennis	step 2	1,675	1,725	1,777
Tennis	step 3	1,942	2,000	2,060
Track Asst.	step 1	1,473	1,517	1,563
Track Asst.	step 2	1,675	1,725	1,777
Track Asst.	step 3	1,942	2,000	2,060
Wrestling Asst.	step 1	1,473	1,517	1,563
Wrestling Asst.	step 2	1,675	1,725	1,777
Wrestling Asst.	step 3	1,942	2,000	2,060
Cheerleading (season)	step 1	1,473	1,517	1,563
Cheerleading (season)	step 2	1,675	1,725	1,777
Cheerleading (season)	step 3	1,942	2,000	2,060

**Middle School:**

Football Head	step 1	1,230	1,267	1,305
Football Head	step 2	1,447	1,490	1,535
Football Head	step 3	1,730	1,782	1,835
Football Asst.	step 1	941	969	998
Football Asst.	step 2	1,163	1,198	1,234
Football Asst.	step 3	1,437	1,480	1,524
Soccer	step 1	1,009	1,039	1,070
Soccer	step 2	1,230	1,267	1,305
Soccer	step 3	1,494	1,539	1,585
Basketball	step 1	1,009	1,039	1,070
Basketball	step 2	1,230	1,267	1,305
Basketball	step 3	1,494	1,539	1,585
Wrestling	step 1	1,009	1,039	1,070
Wrestling	step 2	1,230	1,267	1,305
Wrestling	step 3	1,494	1,539	1,585
Baseball	step 1	1,009	1,039	1,070
Baseball	step 2	1,230	1,267	1,305
Baseball	step 3	1,494	1,539	1,585
Track	step 1	1,009	1,039	1,070
Track	step 2	1,230	1,267	1,305
Track	step 3	1,494	1,539	1,585
Swimming	step 1	1,009	1,039	1,070
Swimming	step 2	1,230	1,267	1,305
Swimming	step 3	1,494	1,539	1,585
Softball	step 1	1,009	1,039	1,070
Softball	step 2	1,230	1,267	1,305
Softball	step 3	1,494	1,539	1,585
Equipment Mgr.	step 1	725	747	769
Equipment Mgr.	step 2	941	969	998
Equipment Mgr.	step 3	1,205	1,241	1,278
Golf	step 1	725	747	769
Golf	step 2	941	969	998
Golf	step 3	1,205	1,241	1,278
Tennis	step 1	725	747	769
Tennis	step 2	941	969	998
Tennis	step 3	1,205	1,241	1,278

ROTC	step 1	1,473	1,517	1,563
ROTC	step 2	1,675	1,725	1,777
ROTC	step 3	1,942	2,000	2,060

		Effective 7/1/98 Appendix B-4	Effective 7/1/99 Appendix B-5	Effective 7/1/2000 Appendix B-6
Yearbook (Editorial)	step 1	614	632	651
Yearbook (Editorial)	step 2	819	844	869
Yearbook (Editorial)	step 3	1,037	1,068	1,100
Yearbook (Bus/H.S.)	step 1	614	632	651
Yearbook (Bus/H.S.)	step 2	819	844	869
Yearbook (Bus/H.S.)	step 3	1,037	1,068	1,100
Drill Team	step 1	614	632	651
Drill Team	step 2	819	844	869
Drill Team	step 3	1,037	1,068	1,100
School Paper (Editorial)*	step 1	614	632	651
School Paper (Editorial)*	step 2	819	844	869
School Paper (Editorial)*	step 3	1,037	1,068	1,100
School Paper (Business)	step 1	526	542	558
School Paper (Business)	step 2	692	713	734
School Paper (Business)	step 3	891	918	946
Literary Magazine	step 1	526	542	558
Literary Magazine	step 2	692	713	734
Literary Magazine	step 3	891	918	946
Student Assoc. Treasurer	step 1	526	542	558
Student Assoc. Treasurer	step 2	692	713	734
Student Assoc. Treasurer	step 3	891	918	946
Dramatics	step 1	440	453	467
Dramatics	step 2	577	594	612
Dramatics	step 3	737	759	782
Class Advisor 2/1		550/673	567/693	584/714
School Store	step 1	353	364	375
School Store	step 2	462	445	458
School Store	step 3	591	609	627
Variety Show & M. Director	step 1	353	364	375
Variety Show & M. Director	step 2	462	445	458
Variety Show & M. Director	step 3	591	609	627
Variety Show & M. Dir. (Asst.)	step 1	177	182	187
Variety Show & M. Dir. (Asst.)	step 2	236	243	250
Variety Show & M. Dir. (Asst.)	step 3	301	310	319
Caps & Gowns	step 1	177	182	187
Caps & Gowns	step 2	236	243	250
Caps & Gowns	step 3	301	310	319
Band @ Football Games		75	77	79
Band @ Basketball Jam./Parades		46	47	48
Model UN		260	268	276
Student Council		260	268	276
National Honor Society		260	268	276
Key Club		260	268	276

\*Minimum of three (3) publications per year

## APPENDIX B-7

### Extracurricular Activities in the Elementary Schools

	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/2000</u>
School-Wide Publications	260	268	276
Student Council	260	268	276

INTRAMURALS: Per Session, 30 Sessions

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
July 1, 1998	24	25	26
July 1, 1999	25	26	27
July 1, 2000	26	27	28

#### APPENDICES:

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

## APPENDIX C ECOS PROGRAM

A teacher shall have the right to request a modification in his or her participation in the outdoor aspects of the ECOS program. The request shall be submitted at least one (1) week in advance, except in case of emergency, to the principal who shall make every effort to accommodate the teacher's request. The teacher shall further have the right to appeal the principal's decision to the Superintendent. The decision of the Superintendent shall be final and binding and not subject to the grievance procedure.

**APPENDIX D**  
**STUDENT DISCIPLINE FORM**  
**(Article 7B)**

Name: \_\_\_\_\_

Disciplinary Report

H.R.: \_\_\_\_\_ Grade: \_\_\_\_\_ Period: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

Student: \_\_\_\_\_

\_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corrective Measure taken by Teacher:



**APPENDIX E**  
**TEACHER OBSERVATION**

Pre-Conference Times and Time \_\_\_\_\_ Date \_\_\_\_\_

Duration Time \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACTUAL OBSERVATIONS**

Teacher \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

School \_\_\_\_\_

Subject \_\_\_\_\_

Level and/or Grade \_\_\_\_\_

Period \_\_\_\_\_

Time and Duration \_\_\_\_\_

Class Size \_\_\_\_\_

Type of Classroom: Standard \_\_\_\_\_

Sub-standard \_\_\_\_\_

Unusual Conditions \_\_\_\_\_

\_\_\_\_\_

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
I. Knowledge of Subject Matter or Field								
II. The effective teacher communicates clearly, understandably, and appropriately. To meet this standard, the teacher will demonstrate he or she:								
1. gives clear and concise explanations and directions								
2. frames questions so as to encourage inquiry								
3. uses appropriate metaphors, examples and illustrations								
4. uses language appropriate to the age, developmental stage, special needs, and social, racial, and linguistic background of his or her students								
5. listens to students								
III. The effective teacher designs instruction to facilitate learning consistent with the needs and interests of the learners and so as to maintain a sense of order and purpose in the classroom. To meet this standard, the teacher will demonstrate that he or she:								
1. understands the needs and interests of his or her students and designs or adapts the curriculum to meet these needs and interests								
2. has clear goals for student learning								
3. prepares written lesson plans								
4. uses materials, media, and techniques appropriate to the age, developmental stage, special needs and social, racial and linguistic background of his or her students, both individually and as a class								
5. uses materials, media and techniques suited to the subject matter and to meeting the goals of instruction								

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
6. teaches, as necessary, the basic skills (reading, communication, mathematics) related to the goals of instruction								
7. uses techniques of classroom management to maintain a sense of order in the classroom								
8. interprets the results of evaluation procedures and uses these results to improve instruction for both the class as a whole and the individual students								
IV. The effective teacher is equitable, sensitive, and responsive to all learners. To meet this standard, the teacher will demonstrate that he or she:								
1. responds to the needs of individual students so as to enhance their self-esteem								
2. works toward a learning environment favorable to open inquiry and devoid of ridicule								
3. encourages a positive atmosphere for all students								
4. avoids and discourages racial, sexual, social, ethnic, religious, physical, and other stereotyping								
5. makes use of school-related resources, e.g., counselors, administrators, other teachers, etc.								

For all items checked as *Needs Improvement*, the authorized evaluator must give specific recommendations for improvement:

1. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
2. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Teacher Comments:

1. \_\_\_\_\_ 2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

EVALUATION

A. All satisfactory ratings consistent with previously completed observation forms do not require a comment. All comments and ratings must be substantiated by the previously completed observation forms.

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
I. Knowledge of Subject Matter or Field (Comment) _____ _____ _____								
II. Communication (Comment) _____ _____ _____								
III. Instruction (Comment) _____ _____ _____								
IV. Responsiveness to Learners (Comment) _____ _____ _____								

For all items checked as *Needs Improvement*, the authorized evaluator must give specific recommendations for improvement:

1. _____ _____ _____	2. _____ _____ _____
----------------------------	----------------------------

**General Appraisal**

	Needs Improvement		Meets Expectations		Exceeds Expectations	
	1	2	1	2	1	2
Recommended for Re-election (non-professional teacher status)	Yes _____		No _____			
Recommended for Re-assignment (non-professional teacher status)	Yes _____		No _____			
Recommended return to day to day substitute (non-professional teacher status)	Yes _____		No _____			
Recommended for Annual Increment (non-professional teacher status/professional teacher status)	Yes _____		No _____			
Recommended for Professional Teacher Status	Yes _____		No _____			

Teacher Comments:

1. _____ _____ _____	2. _____ _____ _____
----------------------------	----------------------------

Authorized Evaluator _____	Date _____
Authorized Evaluator _____	Date _____
Teacher _____	Date _____
Teacher _____	Date _____

**ALL COUNSELORS, PSYCHOLOGICAL EXAMINERS, AND ALL OTHER  
SPECIAL EDUCATION PERSONNEL  
NOT IN A CLASSROOM**

Use *Did Not Observe* if not applicable

Pre-conference Times and  
Duration \_\_\_\_\_

Time \_\_\_\_\_ Date \_\_\_\_\_  
Time \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACTUAL OBSERVATIONS**

Name/Position \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Site \_\_\_\_\_  
Activity \_\_\_\_\_  
Level and/or Grade \_\_\_\_\_  
Period \_\_\_\_\_  
Time & Duration \_\_\_\_\_  
Unusual Conditions \_\_\_\_\_

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
I. Knowledge of Subject Matter or Field								
II. The effective educator communicates clearly, understandably, and appropriately. To meet this standard, the educator will demonstrate he or she:								
1. gives clear and concise explanations and directions								
2. frames questions so as to encourage inquiry								

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
3. uses appropriate metaphors, examples and illustrations								
4. uses language appropriate to the age, developmental stage, special needs, and social, racial, and linguistic background of his or her students								
5. listens to students								
<p>III. The effective teacher designs instruction to facilitate learning consistent with the needs and interests of the learners and so as to maintain a sense of order and purpose in the classroom. To meet this standard, the teacher will demonstrate that he or she:</p> <p>1. understands the needs and interests of his or her students and designs or adapts the curriculum to meet these needs and interests</p>								
2. has clear goals for student learning								
3. prepares written lesson plans								
4. uses materials, media, and techniques appropriate to the age, developmental stage, special needs and social, racial and linguistic background of his or her students, both individually and as a class								
5. uses materials, media and techniques suited to the subject matter and to meeting the goals of instruction								
6. teaches, as necessary, the basic skills (reading, communication, mathematics) related to the goals of instruction								
7. uses techniques of classroom management to maintain a sense of order in the classroom								

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
8. interprets the results of evaluation procedures and uses the results to improve instruction for both the class as a whole and the individual students.								
IV. The effective educator is equitable, sensitive, and responsive to all learners. To meet this standard, the educator will demonstrate that he or she:								
1. responds to the needs of individual students so as to enhance their self-esteem								
2. works toward a learning environment favorable to open inquiry and devoid of ridicule								
3. encourages a positive atmosphere for all students								
4. avoids and discourages racial, sexual, social, ethnic, religious, physical, and other stereotyping								
5. makes use of school-related resources, e.g., counselors, administrators, other teachers, etc.								
V. Placement								
1. assists youngsters in choosing courses and programs								
2. assists youngsters in choosing careers and employment								
3. assists youngsters in choosing colleges and post-graduate programs								
4. assists school staff and parents with appropriate special education placements for children								



	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
<b>VI. Records</b>  keeps accurate records on student's academic performance and behavior								
<b>VII. Chapter 766</b>  1. works to implement educational plans within guidelines								
2. assists with the Chapter 766 paperwork process in an accurate, punctual manner								
3. administers tests appropriate to age, race, linguistic background and explains results to school staff and parents								
<b>VIII. Rapport and Referral</b>  1. has rapport with children, families and school staff								
2. works to improve cooperation among various professionals dealing with children in regular or special education in a teamwork approach								
3. refers to outside agencies for student assistance when necessary								

For all items checked as *Needs Improvement*, the authorized evaluator must give specific recommendations for improvement:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| _____    | _____    |
| _____    | _____    |

Teacher Comments:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| _____    | _____    |
| _____    | _____    |

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

## EVALUATION

A. All satisfactory ratings consistent with previously completed observation forms do not require a comment. All comments and ratings must be substantiated by the previously completed observation forms.

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
<b>I. Knowledge of Subject Matter or Field (Comment)</b> <hr/> <hr/> <hr/>								
<b>II. Communication (Comment)</b> <hr/> <hr/> <hr/>								
<b>III. Instruction (Comment)</b> <hr/> <hr/> <hr/>								
<b>IV. Responsiveness to Learners (Comment)</b> <hr/> <hr/> <hr/>								

	Needs Improvement		Meets Expectations		Exceeds Expectations		Did Not Observe	
	1	2	1	2	1	2	1	2
V. Placement (Comment)  _____  _____  _____								
VI. Records (Comment)  _____  _____  _____								
VII. Chapter 766 (Comment)  _____  _____  _____								
VIII. Rapport and Referral (Comment)  _____  _____  _____								

For all items checked as *Needs Improvement*, the authorized evaluator must give specific recommendations for improvement:

1. _____ _____ _____	2. _____ _____ _____
----------------------------	----------------------------

**General Appraisal**

	Needs Improvement		Meets Expectations		Exceeds Expectations	
	1	2	1	2	1	2
Recommended for Re-election (non-professional teacher status)	Yes _____		No _____			
Recommended for Re-assignment (non-professional teacher status)	Yes _____		No _____			
Recommended return to day to day substitute (non-professional teacher status)	Yes _____		No _____			
Recommended for Annual Increment (non-professional teacher status/professional teacher status)	Yes _____		No _____			
Recommended for Professional Teacher Status	Yes _____		No _____			

**Teacher Comments:**

1. _____ _____ _____	2. _____ _____ _____
----------------------------	----------------------------

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Authorized Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Teacher \_\_\_\_\_ Date \_\_\_\_\_

Springfield Public Schools  
Springfield, Massachusetts

**SUMMATIVE EVALUATION**

Teacher:

School:

Grade/Subject:

Record below in narrative form a description and evaluation of performance in the following four areas:

1. Classroom teaching
2. Performance of routine and administrative duties
3. Communication
4. Ongoing learning for professional growth and development

(Use additional pages as needed.)

Recommended: YES NO

- for Reelection (nonprofessional teacher status)
- for Reassignment (non professional teacher status)
- return to day-to-day substitute
- for Annual Increment
- for Professional Teacher Status

Teacher Comments (add pages as needed):

Signature of Teacher

Signature of Evaluator

Date

Date

*The teacher's signature on this form indicates that she/he has seen all comments on the form.  
The teacher's signature does not necessarily indicate agreement with the evaluation report.  
Copy to: Superintendent's Office for review and file.*

**(OVER)**

**OPTIONAL: Recognition of Voluntary Contributions**

## APPENDIX F

### 1999 – 2000 SCHOOL CALENDAR\*

August	23-26	Mon.-Thurs.	Four (4) <b>Teacher Work Days</b>
August	27	Friday	<i>Convocation</i>
August	30	Monday	Elementary and K-8 Magnet Schools begin; Grade 6 enters Middle Schools, and Grade 9 enters the High Schools. Kindergarten enters September 7.
August	31-Sept. 3	Tues.-Fri.	Kindergarten Screening
August	31	Tuesday	Grade 7-8 enter the Middle Schools, and Grades 10-12 enter the High Schools.
September	6	Monday	Schools closed – Observance of <i>Labor Day</i> .
October	11	Monday	Schools closed – Observance of <i>Columbus Day</i> .
November	11	Thursday	Schools closed – Observance of <i>Veteran's Day</i> .
November	24	Wednesday	Schools close for <i>Thanksgiving</i> vacation. <b>Dismissal covered by bulletin.</b>
November	29	Monday	Schools reopen.
December	6	Monday	Schools closed – <b>Teacher Work Day</b> .
December	23	Thursday	Schools close for <i>Christmas</i> vacation. <b>Dismissal covered by bulletin.</b>
January	3	Monday	Schools reopen.
January	17	Monday	Schools closed – <i>Martin Luther King, Jr. Birthday</i> .
January	28	Friday	Schools closed – <b>Teacher Work Day</b> .
February	18	Friday	Schools close for <i>Midwinter</i> vacation.
February	28	Monday	Schools reopen.
March 6	6	Monday	Schools closed – <b>Teacher Work Day</b> .
April	14	Friday	Schools close for <i>Spring</i> Vacation.
April	24	Monday	Schools reopen.
May	29	Monday	Schools closed – Observance of <i>Memorial Day</i> .
June	19	Monday	End of School Year. <b>Dismissal covered by bulletin.</b>

\*Includes five (5) days for inclement weather.

Schools will close after they have been in session 180 pupil school days.

**APPENDIX G - GUIDANCE COUNSELORS - Statement of Duties:**

1. Will be directly responsible to the principal of the school and to the Director of Guidance.
2. Will assist all students to realize their potentialities through meetings with parents and students throughout the year.
3. Will study and contribute to a cumulative record for each child which contains test records, school grades, and any other information pertinent to his progress.
4. Will supervise testing program within the school.
5. Will help students to select school programs in terms of interest and aptitudes as indicated by objective tests (given individually and city-wide) and school achievement.
6. Will procure and present to all students, as well as to their parents, occupational and educational information pertinent to students' needs and aptitudes as a help in planning for vocational and educational goals.
7. Will provide individual counseling to show students their strengths and weaknesses. Will help them relate their abilities, aptitudes, and potentialities to educational opportunities and careers and make program adjustments for individual students throughout the year as necessary.
8. Will provide special services for the gifted and the slow learners by identifying and arranging special programs and by referring students to specialists in particular fields including remedial reading specialists when necessary.
9. Will provide special services for the physically and emotionally handicapped by informing their teachers of these handicaps and by referring them to medical or psychiatric specialists with proper reports for evaluation.
10. Will assist in providing activities necessary to orient students to the school program, to educational opportunities beyond high school, and to career opportunities.



## **VOCATIONAL COUNSELOR - Statement of Duties:**

The counselor will be responsible to the principal and the Director of Guidance. The counselor will:

1. Prepare and use individual interest inventories, including test information.
2. Organize and present occupational information, especially information drawn from occupational surveys and follow-up studies.
3. Organize and present information on educational and training opportunities.
4. Administer and interpret standardized objective tests.
5. Assist in placement of pupils in (a) A suitable training program; (b) Employment.
6. Make follow-up studies of graduated and school leavers.
7. Provide special services for the atypical pupil (gifted, slow learners and handicapped).
8. Provide individual counseling to show students their strengths and weaknesses and to help them relate their abilities, aptitudes, and potentialities, to educational opportunities and careers.

## **APPENDIX H - PSYCHOLOGICAL EXAMINER**

1. The general responsibilities of the Psychological Examiner will be to administer and interpret individual intelligence and achievement tests to pupils being considered for placement in special education classes. Testing will include primarily the Revised Stanford - Binet and Wechsler Intelligence Scales. Other testing will involve the testing of academically talented and emotionally disturbed children.
2. In addition to the screening of pupils for possible placement in special education, the Psychological Examiner will participate, as necessary, in Annual Reviews.
3. Will be directly responsible to the Director of Special Education and will also assume other responsibilities as may be assigned by the Director and/or the Executive Director of Special Services.

## **APPENDIX I - SPEECH AND HEARING THERAPIST**

The Speech Therapist will be responsible to the Speech Supervisor. He/she will be responsible for the following services in his assigned schools:

1. Annual screening of all pupils in the first grade and those new to the system.
2. Administer therapy for speech problems due to defective articulation, foreign accent, stuttering, cerebral palsy, cleft-palate, and aphasia.
3. Teach lip reading and the proper use of hearing aids to the hard of hearing.
4. Conduct periodic meetings with parents to guide them with the best methods of helping at home.

## **APPENDIX J - SCHOOL ADJUSTMENT COUNSELOR - Statement of Duties**

To Facilitate the early detection of children manifesting traits tending toward juvenile delinquency and to assist in the prevention of such children becoming juvenile delinquents.

Counseling and helping children in the primary, elementary and secondary grades who are neglected, maladjusted, emotionally disturbed, neurotic or otherwise potentially delinquent, and are referred by a teacher, principal, or other school personnel.

Cooperating with teachers, principals, and all other school personnel in assisting and readjusting such children.

Establishing helpful and kindly relationship with the home for the purpose of assisting parents to improve spiritual, moral, economic, physical or social conditions that threaten the welfare of the child and of society.

Enlisting the interest and help of local leaders in a mutual community effort to save such children from delinquency.

Assist Core Evaluation Team Chairperson, when required. Any other duties assigned by the Director of Guidance and Psychological Services.

#830771

# AMENDMENTS

to the

**COLLECTIVE BARGAINING AGREEMENT**

and

*2,050  
Hours*

**LETTERS OF AGREEMENT**

between the

**SPRINGFIELD SCHOOL COMMITTEE**

and the

**SPRINGFIELD EDUCATION  
ASSOCIATION/MTA/NEA**

**Expiring JUNE 30, 2002**

0-2219263-c

*M00 = 14 pages*

*1998-01 = 104 pages*

*6/18/02*

Dear Springfield Education Association Member:

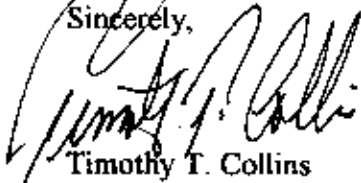
During the course of the school year, 1999-2000, we negotiated several *Letters of Agreement* between the School Committee and the Association. These letters are fully enforceable through the grievance/arbitration Article of our Collective Bargaining Agreement and should be viewed as binding terms and conditions of employment.

This document contains the following:

- A. The language from the *Letters of Agreement*
- B. The new language on Special Education, Student/Teacher Assistance Team, and Evaluation Team Leader
- C. The salaries for the 2001-2002 school year.

Items "B." and "C." were ratified by the membership on June 7, 2000. The ratification vote extends the Collective Bargaining Agreement to June 30, 2002.

Sincerely,



Timothy T. Collins  
President

## PROFESSIONAL DEVELOPMENT PLANS

The Superintendent in collaboration with the Association's Committee on Professional Development plans and schedules seven (7) professional development days ( Article 5 M. Length of School Year 1. c. & d. ). These days are designed to meet the School District's Goals and the individual schools' School Improvement Plans. Therefore, the Springfield School Committee and the Springfield Education Association agree that where an individual teacher's re-certification plan contains professional development points earned during the said seven days, that portion of the teacher's recertification plan will be deemed to be approved in lieu of the immediate supervisor's approval.

### Article 8, D – Special Education

- NEW 5. Every school will be provided a list of incoming students, their prototypes and articulation sheets by one (1) week prior to the close of the school year. *Renumber current "5" as "6."*

### Article 8, F - Evaluation Team Leader

- NEW 1. The School Committee will work toward an equitable distribution of cases to be assigned to the ETL and will work toward a goal of 150 caseload.
- NEW 2. An ETL will be assigned to only one (1) school, whenever possible. When an ETL is assigned to more than one (1) school, he/she will be scheduled an appropriate percentage of time per school and at schools within proximity, where possible. When an ETL is assigned to a school for only one (1) day a week, that day will not be Monday or Friday. Recognizing the individual needs of each school, schools can determine how the Chapter 766 compliance procedures will be implemented.
- NEW 3. Information that is available at the time of student registration or internal transfers will be provided to the ETL's. If and when additional information becomes available, it will be promptly provided to the ETL's.
- Change current "1" to 4; "2" to 5; "3" to 6; delete current "4" & "5".
- NEW Article 8, F. 7. to: Each ETL shall have appropriate and confidential space, to the extent possible, and access to a telephone, copier, computer and printer in each school.
- NEW Article 8, F. 8. to: Working under the principal, each ETL shall have access to the school's existing resources for supplies and clerical assistance.

### New Article 8, G- STAT

- A. The Student/Teacher Assistance Team (STAT) is a regular education process to create/modify a written education prescription for students who are referred for assistance. STAT goals are oriented to improving students' academic and/or behavioral performance.
- B. STAT should consist of the following regular members: Principal or Assistant Principal, referring party, Reading/Reading Resource teacher, Adjustment Counselor/Counselor, and the student's teacher(s). Other members are invited as necessary, including but not limited to: the parent or guardian, nurse, classroom teachers, etc.
- C. The Principal shall coordinate STAT meetings. STAT will meet during the school day, including the Extended Day, subject to SCDM approval, in an appropriate space. Members will be released from their duties and with necessary coverage provided. The clerk, a member of the Team who volunteers for this position, shall issue the STAT related forms and shall receive and maintain completed forms. Requests for information and data from Central Office shall be responded to by the clerk. The Team is responsible for timelines, subsequent meetings for the same student and extending timelines as necessary.
- D. A training session will be provided annually by October 31<sup>st</sup>. Ongoing training will be provided, as needed, including facilitation skills.

## PRE-CANCER SCREENING

The Springfield School Committee and the Springfield Education Association/MTA/NEA realize the distinct advantages of regular pre-cancer screenings, as early detection is essential to the prevention of all forms of cancer. Teachers shall on an annual basis for the purpose of undergoing a pre-cancer screening be given four hours off with pay. The time off with pay shall not be charged to Article 12 (A) Disability and Emergency (Sick Leave) or to Article 12 (K) Legal or Business Day or any other paid time off. The four hours off with pay must be taken as one block, it cannot be taken in blocks of less than four hours. The Superintendent may require a submission of certification from a health care provider that a teacher has participated in a pre-cancer screening. The types of screening permitted are: *lung, colon, breast, prostate, skin, thyroid, lymph nodes, oral cavity, reproductive organs*, or any other form of cancer as deemed appropriate by the Springfield Health & Human Services Department for screening.

## SICK LEAVE BANK

This Letter amends Article 12 B Sick Leave Bank paragraph one by inserting after "evidence by medical certification" the following:

*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,*

The Springfield School Committee and the Springfield Education Association agree that notwithstanding Article 12 B. Sick Leave Bank:

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

*A teacher suffering a life threatening illness who has exhausted Sick Bank benefits shall be eligible for Sick Bank benefits for a second time in the same school year.*

## PERSONNEL FILES

The School Committee and the Association agree to amend their Collective Bargaining Agreement at Article 21, Personnel Action and Personnel Files, Section D Personnel Files, Sub-section 1, sub-paragraph "a," by adding at the end of the sentence:

*with written notice to the teacher of the intent to place the materials in the teacher's personnel file.*

## NATIONAL BOARD CERTIFICATION

The School Committee and the Association hereby amend their Collective Bargaining Agreement by adding at Article 27 Compensation, Section C., Definition of Training Levels Sub-section 5, a new sub-paragraph "d":

*Certified teachers who achieve Master Teacher status by receiving National Board Certification from the National Board for Professional Teaching Standards, in accordance with and subject to the provisions and limitations of Section 19C of Chapter 260 of the Acts of 1998, and notwithstanding the provisions of MGLA Ch. 38G or of MGLA Ch. 150E.*

## SUMMER SCHOOL

Effective July 1, 2000, change **Article 27, Compensation, Section L. 4., Summer School**, to the hourly rate as contained in **Article 27, Section L. 5.**

## WORKSHOPS

The School Committee and the Association agree that when teachers participate in workshops necessary for the implementation of educational programs they shall be compensated, and all costs shall be paid by the Springfield Public Schools. If the workshop occurs during normal work hours on a regularly scheduled workday, they shall receive their regular compensation and shall not receive any additional pay. If the workshop occurs after normal work hours and/or not on a regularly scheduled day and takes place on or "off site," teachers shall be paid the Hourly Rate in accordance with **Article 27, Compensation, Section L. 5., Hourly Rate**. The preceding terms of this Letter shall always be given the broadest possible interpretation and application.

All other workshops shall be compensated in accordance with established past practice.

## MENTOR PROGRAM

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

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

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

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

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

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

## ENFORCEABILITY

The Springfield School Committee and the Springfield Education Association/MTA/NEA acknowledge and agree that all extant Letters of Agreement by and between them are enforceable through the grievance and arbitration procedures contained in Article 32 of their Collective Bargaining Agreement.

Article 5.F.3. Assigned to substitute during a preparation period:  
7/1/2001 @ \$25.97                      3/30/2002 \$26.10.

Article 5.U.1. Elementary emergency lunch duty half-hour hourly rate:  
7/1/2001 \$10.14                      3/30/2002 \$10.19.

Article 10.D. Dept. Chairs released one period per day:  
7/1/2001 \$969                      3/30/2002 \$974

Article 10.D. Second paragraph:  
7/1/2001 \$2154                      3/30/2002 \$2165

Article 10.E. Dept. Chairs NOT released  
7/1/2001 \$2154                      3/30/2002 \$2165

Article 27.H.2.b. Two(2) class advisors for each class each:  
7/1/2001 \$602                      3/30/2002 \$605

If a vacancy the single advisor:  
7/1/2001 \$735                      3/30/2002 \$739

Article 27.L.4. Summer School per hour :  
7/1/2001 \$25.97                      3/30/2002 \$26.10

Article 27.L.5 Hourly Rate:  
7/1/2001 \$25.97                      3/30/2002 \$26.10

Article 27.L.6. Approved club or activity:  
7/1/2001 \$283.89                      3/30/2002 \$285.31

Article 27.L.7. Teachers serving as instructors to other teachers:  
7/1/2001 not less than \$21.54 per hour no more than \$49.44 per hour  
3/30/2002 not less than \$21.65 per hour no more than \$49.69 per hour

Article 27.L.9. Visual Aids duty:  
7/1/2001 \$665                      3/30/2002 \$668

Article 27.P. SCDM out of pocket expense:  
7/1/2001 \$317                      3/30/2002 \$319

Article 27.P. Teachers on Level VII shall receive an additional compensation in their base pay upon earning 15 SCDM credits:  
7/1/2001 \$673                      3/30/2002 \$676

Article 27.Q. Speech and Hearing Therapists performing additional work per hour:  
7/1/2001 \$39.28                      3/30/2002 \$39.48



		Effective 7/1/2001	Effective 3/30/2002
<b>Senior High</b>			
Football Head	Step 1	3290	3306
Football Head	Step 2	3729	3748
Football Head	Step 3	4317	4339
Basketball Head	Step 1	2574	2587
Basketball Head	Step 2	2793	2807
Basketball Head	Step 3	3123	3139
Baseball Head	Step 1	2574	2587
Baseball Head	Step 2	2793	2807
Baseball Head	Step 3	3123	3139
Gymnastics	Step 1	2574	2587
Gymnastics	Step 2	2793	2807
Gymnastics	Step 3	3123	3139
Hockey	Step 1	2574	2587
Hockey	Step 2	2793	2807
Hockey	Step 3	3123	3139
Soccer Head	Step 1	2574	2587
Soccer Head	Step 2	2793	2807
Soccer Head	Step 3	3123	3139
Swimming	Step 1	2574	2587
Swimming	Step 2	2793	2807
Swimming	Step 3	3123	3139
Track	Step 1	2574	2587
Track	Step 2	2793	2807
Track	Step 3	3123	3139
Volleyball	Step 1	2574	2587
Volleyball	Step 2	2793	2807
Volleyball	Step 3	3123	3139
Wrestling	Step 1	2574	2587
Wrestling	Step 2	2793	2807
Wrestling	Step 3	3123	3139
Football Asst.	Step 1	2055	2065
Football Asst.	Step 2	2275	2286
Football Asst.	Step 3	2582	2595
Baseball Asst.	Step 1	1610	1618
Baseball Asst.	Step 2	1830	1839
Baseball Asst.	Step 3	2122	2133
Basketball Asst.	Step 1	1610	1618
Basketball Asst.	Step 2	1830	1839
Basketball Asst.	Step 3	2122	2133
Cross Country	Step 1	1610	1618
Cross Country	Step 2	1830	1839
Cross Country	Step 3	2122	2133

		<b>Effective 7/1/2001</b>	<b>Effective 3/30/2002</b>
<b>Senior High (cont'd)</b>			
Volleyball Asst.	Step 1	1610	1618
Volleyball Asst.	Step 2	1830	1839
Volleyball Asst.	Step 3	2122	2133
Faculty Equipment Mgr.			
1-14 Teams	Step 1	1610	1618
1-14 Teams	Step 2	1830	1839
1-14 Teams	Step 3	2122	2133
15-25 Teams	Step 1	2574	2587
15-25 Teams	Step 2	2793	2807
15-25 Teams	Step 3	3123	3139
26 plus Teams	Step 1	3290	3306
26 plus Teams	Step 2	3729	3748
26 plus Teams	Step 3	4317	4339
Golf	Step 1	1610	1618
Golf	Step 2	1830	1839
Golf	Step 3	2122	2133
Hockey Asst.	Step 1	1610	1618
Hockey Asst.	Step 2	1830	1839
Hockey Asst.	Step 3	2122	2133
Soccer Asst.	Step 1	1610	1618
Soccer Asst.	Step 2	1830	1839
Soccer Asst.	Step 3	2122	2133
Softball Asst.	Step 1	1610	1618
Softball Asst.	Step 2	1830	1839
Softball Asst.	Step 3	2122	2133
Indoor Track	Step 1	1610	1618
Indoor Track	Step 2	1830	1839
Indoor Track	Step 3	2122	2133
Tennis	Step 1	1610	1618
Tennis	Step 2	1830	1839
Tennis	Step 3	2122	2133
Track Asst.	Step 1	1610	1618
Track Asst.	Step 2	1830	1839
Track Asst.	Step 3	2122	2133
Wrestling Asst.	Step 1	1610	1618
Wrestling Asst.	Step 2	1830	1839
Wrestling Asst.	Step 3	2122	2133
Cheerleading (season)	Step 1	1610	1618
Cheerleading (season)	Step 2	1830	1839
Cheerleading (season)	Step 3	2122	2133

		<b>Effective 7/1/2001</b>	<b>Effective 3/30/2002</b>
<b><u>Middle School</u></b>			
Football Head	Step 1	1344	1351
Football Head	Step 2	1581	1589
Football Head	Step 3	1890	1899
Football Asst.	Step 1	1028	1033
Football Asst.	Step 2	1271	1277
Football Asst.	Step 3	1570	1578
Soccer	Step 1	1102	1108
Soccer	Step 2	1344	1351
Soccer	Step 3	1633	1642
Basketball	Step 1	1102	1108
Basketball	Step 2	1344	1351
Basketball	Step 3	1633	1642
Wrestling	Step 1	1102	1108
Wrestling	Step 2	1344	1351
Wrestling	Step 3	1633	1642
Baseball	Step 1	1102	1108
Baseball	Step 2	1344	1351
Baseball	Step 3	1633	1642
Track	Step 1	1102	1108
Track	Step 2	1344	1351
Track	Step 3	1633	1642
Swimming	Step 1	1102	1108
Swimming	Step 2	1344	1351
Swimming	Step 3	1633	1642
Softball	Step 1	1102	1108
Softball	Step 2	1344	1351
Softball	Step 3	1633	1642
Equipment Mgr.	Step 1	792	796
Equipment Mgr.	Step 2	1028	1033
Equipment Mgr.	Step 3	1316	1323
Golf	Step 1	792	796
Golf	Step 2	1028	1033
Golf	Step 3	1316	1323
Tennis	Step 1	792	796
Tennis	Step 2	1028	1033
Tennis	Step 3	1316	1323
ROTC	Step 1	1610	1618
ROTC	Step 2	1830	1839
ROTC	Step 3	2122	2133
Yearbook (Editorial)	Step 1	671	674
Yearbook (Editorial)	Step 2	895	899
Yearbook (Editorial)	Step 3	1133	1139

		Effective 7/1/2001	Effective 3/30/2002
Yearbook (Bus/H.S.)	Step 1	671	674
Yearbook (Bus/H.S.)	Step 2	895	899
Yearbook (Bus/H.S.)	Step 3	1133	1139
Drill Team	Step 1	671	674
Drill Team	Step 2	895	899
Drill Team	Step 3	1133	1139
School Paper (Editorial)*	Step 1	671	674
School Paper (Editorial)*	Step 2	895	899
School Paper (Editorial)*	Step 3	1133	1139
School Paper (Business)	Step 1	575	578
School Paper (Business)	Step 2	756	760
School Paper (Business)	Step 3	974	979
Literary Magazine	Step 1	575	578
Literary Magazine	Step 2	756	760
Literary Magazine	Step 3	974	979
Student Assoc. Treasurer	**	**	**
Student Assoc. Treasurer			
Student Assoc. Treasurer			
Dramatics	Step 1	481	483
Dramatics	Step 2	630	633
Dramatics	Step 3	805	809
Class Advisor 2/1		602 / 735	605 / 739
School Store	Step 1	386	388
School Store	Step 2	472	474
School Store	Step 3	646	649
Variety Show & M. Director	Step 1	386	388
Variety Show & M. Director	Step 2	472	474
Variety Show & M. Director	Step 3	646	649
Variety Show & M. Dir. (Asst.)	Step 1	193	194
Variety Show & M. Dir. (Asst.)	Step 2	258	259
Variety Show & M. Dir. (Asst.)	Step 3	329	331
Caps & Gowns	Step 1	193	194
Caps & Gowns	Step 2	258	259
Caps & Gowns	Step 3	329	331
Band @ Football Games		81	81
Band @ Basketball Jam/Parades		49	49
Model UN		284	285
Student Council		284	285
National Honor Society		284	285
Key Club		284	285

\* Minimum of three (3) publications per year.

**Extracurricular Activities on the Elementary Schools**

	<u>7/1/2001</u>	<u>3/30/2002</u>
School Wide Publications	284	285
Student Council	284	285

Intramural: Per Session, 30 Sessions

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2001	27	28	29
3/30/2002	27	28	29

**\*\* Student Assoc. Treasurer**

High Schools

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/1999	1517	1725	2000
7/1/2000	1563	1777	2060
7/1/2001	1610	1830	2122
3/30/2002	1618	1839	2133

Middle Schools

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
7/1/2001	575	756	974
3/30/2002	578	760	979

Unit A Salary Schedule: July 1, 2001 to March 29, 2002

Level/Step	01	02	03	04	05	06	07	08	09	10	11	12	15	20	25
II	\$0	\$0	\$0	\$30,410	\$31,829	\$33,250	\$34,679	\$36,102	\$37,526	\$38,948	\$40,377	\$41,807	\$43,236	\$44,665	\$46,094
III	\$0	\$30,410	\$31,718	\$33,025	\$34,328	\$35,635	\$36,942	\$38,248	\$39,552	\$40,858	\$42,164	\$43,468	\$44,773	\$46,078	\$47,382
IV	\$30,410	\$31,739	\$33,079	\$34,418	\$35,755	\$37,092	\$38,432	\$39,772	\$41,110	\$42,448	\$43,786	\$45,124	\$46,462	\$47,800	\$49,138
B+15	\$31,079	\$32,412	\$33,751	\$35,087	\$36,427	\$37,767	\$39,104	\$40,445	\$41,783	\$43,119	\$44,460	\$45,799	\$47,138	\$48,476	\$49,814
V	\$33,336	\$34,686	\$36,026	\$37,373	\$38,715	\$40,059	\$41,404	\$42,745	\$44,088	\$45,430	\$46,774	\$48,116	\$49,458	\$50,800	\$52,142
M+15	\$34,008	\$35,358	\$36,703	\$38,042	\$39,386	\$40,729	\$42,077	\$43,419	\$44,760	\$46,105	\$47,446	\$48,788	\$50,129	\$51,470	\$52,811
VI	\$35,973	\$37,313	\$38,665	\$40,018	\$41,364	\$42,711	\$44,060	\$45,411	\$46,759	\$48,110	\$49,459	\$50,809	\$52,158	\$53,507	\$54,856
M+45	\$36,645	\$37,988	\$39,334	\$40,684	\$42,035	\$43,383	\$44,734	\$46,084	\$47,434	\$48,782	\$50,132	\$51,481	\$52,830	\$54,178	\$55,527
VII	\$38,730	\$40,073	\$41,425	\$42,778	\$44,125	\$45,478	\$46,828	\$48,178	\$49,532	\$50,883	\$52,233	\$53,583	\$54,932	\$56,281	\$57,630

Unit A Salary Schedule: March 30, 2002 to June 30, 2002

Level/Step	01	02	03	04	05	06	07	08	09	10	11	12	15	20	25
II	\$0	\$0	\$0	\$30,562	\$31,988	\$33,416	\$34,852	\$36,283	\$37,714	\$39,143	\$40,579	\$42,023	\$46,721	\$48,019	\$49,317
III	\$0	\$30,562	\$31,877	\$33,190	\$34,500	\$35,813	\$37,127	\$38,439	\$39,750	\$41,062	\$42,375	\$47,163	\$48,464	\$49,764	\$51,064
IV	\$30,562	\$31,898	\$33,244	\$34,590	\$35,934	\$37,277	\$38,624	\$39,971	\$41,316	\$42,660	\$44,005	\$48,889	\$50,186	\$51,484	\$52,783
B+15	\$31,234	\$32,574	\$33,920	\$35,262	\$36,609	\$37,956	\$39,300	\$40,647	\$41,992	\$43,335	\$44,682	\$49,562	\$50,861	\$52,162	\$53,462
V	\$33,503	\$34,859	\$36,206	\$37,560	\$38,909	\$40,259	\$41,611	\$42,959	\$44,308	\$45,657	\$47,008	\$51,985	\$53,282	\$54,582	\$55,882
M+15	\$34,178	\$35,535	\$36,887	\$38,232	\$39,583	\$40,933	\$42,287	\$43,636	\$44,984	\$46,336	\$47,683	\$52,660	\$53,958	\$55,257	\$56,557
VI	\$36,153	\$37,500	\$38,858	\$40,218	\$41,571	\$42,925	\$44,280	\$45,638	\$46,993	\$48,351	\$49,706	\$54,769	\$56,069	\$57,367	\$58,666
M+45	\$36,828	\$38,178	\$39,531	\$40,887	\$42,245	\$43,600	\$44,958	\$46,314	\$47,685	\$49,026	\$50,383	\$55,446	\$56,746	\$58,045	\$59,345
VII	\$38,924	\$40,273	\$41,632	\$42,992	\$44,346	\$45,705	\$47,062	\$48,419	\$49,780	\$51,137	\$52,494	\$57,645	\$58,945	\$60,246	\$61,546

**For the Springfield School Committee:**

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Christine Caney  
Christopher Dowd  
Priscilla Johnson  
MaryAnne Kuroczko  
Doris Robinson  
Cathlene Sares  
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