

**SPRINGFIELD SCHOOL COMMITTEE
AND
SPRINGFIELD EDUCATION ASSOCIATION**

TENTATIVE AGREEMENT

This Tentative Agreement (“Agreement”) is entered into this ____ day of June, 2021 between authorized bargaining representatives of the Springfield School Committee and the Springfield Education Association (“SEA”). Collectively, these authorized representatives of the Springfield School Committee and the SEA are referred to herein as the Parties.

I. The existing Collective Bargaining Agreement’s provisions stay in effect, except as modified by the following.

II. A. Contract Year July 1, 2020 through June 30, 2021:

The Parties agree on a one-year Agreement to replace the prior Agreement having a term of July 1, 2017 to June 30, 2020 containing the same provisions as found in the prior Collective Bargaining Agreement, but with the following changes:

Wages-Appendix A 1 a and b and A 2 Salary Scales (exclusive of longevity)

July 1, 2020 2.25% increase

III. Contract Years July 1, 2021 to June 30, 2024

All previous tentative agreements

Article 5.D.4 add

All educators will update their parent portal, or similar SPS approved parental communication system, with current grade information as follows:

- Educators will upload grades into the current district management system after completion of grading within two weeks.
- This use of the learning management system will not preclude educators from using their discretion to make phone calls home.
- This use of the learning management system will be accepted by all principals as at least a proficient rating for the standard C.IIIa in the SEEDS rubric.
- Educators will not be required to use any personal communication devices to respond to parents calls and emails. The district will provide the software and training for this alternative communication system.

- Educators are not expected to return phone calls or emails to parents outside of the normal educator workday and will have 48 hours to respond during the work week.
- Members of the SEA will participate in the development of the Parent Portal Training for parent/caregivers.
- Educators will not be required to use the learning management system to record grades until they have received training on the learning management system “

Article 5.F amend to read

Article 5F. Substitute Teachers

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

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

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

2. When substitutes are unavailable, assignments for class coverage in emergency situations will be shared as equitably as possible by the faculty.

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

Article 5.G amend to read

Article 5G. Student Teachers, Interns and AmeriCorps Volunteers

1. Placement of all student teachers, interns and AmeriCorps Volunteers by whatever title they may be known, is processed through the Human Resources Department.
2. Acceptance of student teachers, interns and AmeriCorps Volunteers shall be voluntary.
3. Educators (all Unit A members) may advise their immediate supervisor of their willingness to accept a student teacher for a specified period of time and in a definite assignment area.
4. The student teacher's duties shall be determined cooperatively by the cooperating teacher, the principal, and the representative from the student teacher's college in accordance with DESE regulations.

Article 5.I.f amend to read

Article 5 I. f Length of School year.

1f. Instructional Leader Specialists shall have their work year extended by ten (10) days beyond the schedule described within Article 5. I. 1. (a) – (d). The ten (10) six (6) hour days will be distributed as five (5) additional days before the beginning of the school year, and five (5) additional days after the end of the school year, unless a different schedule for the sixty (60) hours of work is mutually agreed upon between the ILS and the school principal of a given school. ILSs will receive a stipend (See APPENDIX B5) for the extended school year.

The stipend shall be for all duties performed during the scheduled work day by the ILS during the ten (10) day, sixty (60) hours extended school year and the ILS will not be entitled to any other compensation for work performed during this period of time (to include contractual professional development days). Any required professional development days, whenever possible, will occur on the days immediately following or immediately preceding the regular educator school year.

Amend Article 5.J.5 and add

Art. 5.J .5 add after first sentence "If after a period of fifteen minutes after the end of regular school hours no student has arrived for extra help the teacher may leave."

Article 5L.9.

Amend language to read:

"Those who do not have a scheduled preparation time will have unstructured time equivalent to 200 minutes minimum per week. Those who do not have scheduled preparation time shall not be entitled to any monetary compensation because the responsibility and demands render it impossible or impractical to provide that time on a daily basis."

Add Article 5.R.3

Art. 5.R.3 "Preparation periods will be scheduled during the instructional day."

Amend Article 5.V

Art. 5.V add at end "The District and Association jointly affirm that maintaining an engaging, safe and secure environment is essential for teaching and learning to occur. Students cannot function effectively if they do not feel safe in schools and do not have positive relationships with the teachers and other adults in the building. Teachers cannot function effectively and provide the highest level of instruction and engagement to promote increased student achievement if they do not feel safe themselves and there are frequent disruptions by students.

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

We agree that a multi-faceted approach must be developed, revised and adjusted to ensure a minimalizing of disruptive behavior in our schools. To this end A Joint Labor Management team will be set up to do an audit of the current situation by surveying all members of the educational community (including students at the secondary level) to understand the current

situation and people's perception of the root causes, to review current practice, research best practice both within our schools and across the country, and develop protocols, programs or other solutions that will provide support to students and minimize disruptions to the educational process. This team will meet continuously through the duration of this agreement for a continuous process of re-evaluation and change.

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

Chosen by the SEA from volunteers:

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

District level staff assigned by the Superintendent, including CSOs.”

Amend Article 6

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

Amend Article 8

Art. 8.B Delete “Guidance” from section title and from Art. 8.B.1

Article 8.B. and 8.C. add

“The District supports the Springfield Comprehensive Counseling Program and the American School Counselor Association national model.”

Article 8.J amend to read

Art. 8.J School Psychologists

1. Be directly responsible to the Supervisor of Clinical and Behavioral Services.

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

Any additional work days when needed may be scheduled with the approval of the Executive Director of Special Education and Related Services.

Article 8. R new language

Art. 8.R City Connects School Coordinators

A. City Connects School Coordinators

1. The parties agree that the duties of the City Connects School Coordinator are those outlined in appendix G.
2. The work year for the City Connects Coordinator shall be ten (10) additional days. Whenever possible, these days should be after the closing of school (5 days) and prior to the opening of school (5 days). Any other variation shall be coordinated with the City Connects Supervisor and the building principal.
3. Each Coordinator shall have space and phone facilities to carry out his/her duties.
4. City Connects School Coordinators shall be paid at a pro rata of his/her regular salary for each day s/he is required to work before or after the school year

Article 8 - add Section S.

S. Itinerant Teacher General Conditions

1. The District shall provide to the Related Services department staff one designated space for professional development, department meetings, extended days, as well as locked storage for large supplies, regularly used supplies, current and old files. At the beginning of each school year, the District shall provide to the SEA the assigned location of each Itinerant teacher.
2. Safety of teachers and students
There shall be a system for notifying itinerant teachers when a school or the district is in lockdown. Schools will provide a walkie talkie to itinerant teachers who must leave the school building with a student to provide the required therapy.

At least annually, no later than October 1, the itinerant teachers on the JLMC referred to in 8.Q and the SEA president or designee shall meet with the District to discuss workspace issues of concern including but not limited to: access to buildings and walkie talkie use, lock down processes, and any issues concerning availability of adequate space in schools.

Article 9 D. amend to read

Art. 9.D “Certified librarians shall not be required to teach other than Massachusetts School Libraries Association Recommended Standards for PreK – Grade 12 Information Literacy Skills in addition to library duties.”

Article 10.B.1 amend

Art. 10.B.1 “Professional License in the content area at the Secondary level (if no one in the Department meets this requirement others may be considered) Master’s Degree in Elementary Education for Elementary grade level chairs is preferred. There will be department chairs for Pre-K-2 and Grades 3-5.”

Article 10.D.1 amend

Art. 10.D1 “When a Department Chair position becomes open or at the end of the two (2) year appointment term, an internal posting will be generated, approved by the Human Resource Department and posted internally at each school during the first week of May. If an opening occurs mid-term, the vacancy will be posted immediately and that appointment will be for the remainder of the two (2) year appointment term. All Department Chair appointments, district-wide, are on the same appointment term.”

Article 10.D.3 amend

Art. 10.D. 3 “During the first weeks of instruction in May, all members of each department where chairs exist shall, by secret ballot, recommend a teacher for the appointment as department chair for the new two (2) year appointment term (September 1st – August 30th). The principal will reconvene a team to interview

the candidates. The team may include but not be limited to members of the department or discipline, appropriate Central Office administrators, such as a director or supervisor in the particular discipline, instructional leadership specialists and assistant principals. Upon completion of the interviews, the principal will review all of the information and recommendations regarding the positions. The principal, in accordance with the Education Reform Act, shall be the appointing authority upon approval of the Superintendent.”

Article 12.A.1 add

Art. 12.A.1 “Employees who use Disability and Emergency days and / or personal days during the first week of school, shall be compensated for that time if they have accrued time available in their account and they are still on the payroll on the date of the first paycheck.”

Article 12.A

Add:

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

Article 13.A delete and replace with

1. “Parental Leave. Employees are entitled to a parental leave of absence. This includes, upon completion of three (3) months of service, eight (8) weeks of unpaid leave for the purpose of birth, adoption or foster placement of a child under 18 years of age, or under 23 years of age if the child is mentally or physically disabled.

2. Extended Parental Leave. Should an Employee with Professional Teacher Status wish to extend the above referenced leave beyond the eight (8) week period referenced in section 1 above they shall be entitled to additional leave, up to a total of two (2) years from the date of birth, adoption or foster placement. An Employee on Extended Parental Leave shall return on the first day of the school year, unless the parties agree to an alternative date that is mutually agreed upon immediately following the normal expiration of the two year period. The Employee may request to return at an earlier date and SPS may accommodate this request.

3. Employees must provide a minimum of 60 calendar days advance notice of their intent to return to duty, in writing addressed to the Superintendent of Schools. Should an Employee fail to provide the Superintendent with the required advance notice of their intent to return to work the Employee’s employment will be terminated and his/her employment record will reflect that he/she resigned their position with Springfield Public Schools.”

Article 18 amend

Art. 18 second paragraph amend to read “Standing curriculum committees composed primarily of classroom teachers, content ILS (if available), and supervisors shall have authority to recommend and suggest changes in curricula. Participation on standing curriculum committees shall be voluntary, except as outlined in Article 10. “

Article 20.D add

“Data collected and observations made during a walkthrough cannot be used for evaluation purposes. Educators will be notified at least one day before a group academic walkthrough.”

Article 26.B amend to read

Article 26 Career Ladders:

B. Instructional Leadership Specialist

“An Instruction Leadership Specialist

applicant must have:

- a. Master’s degree
- b. DESE Professional License in the appropriate content area
- c. A minimum of 5 years teaching experience
- d. 97% attendance rate
- e. Demonstrate growth in student achievement based on assessments over the past one to two years.
- f. Exemplary Evaluation from a direct supervisor preferred, minimum of overall Proficient rating required.

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

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

- ILSs can apply for one stipend position in their school, except for Department Chair. ILSs are limited to functioning in only one of these positions at a time.

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

Article 26.G add

Article 26.G. Vocational Instructional Coach

A Vocational Instructional Coach applicant must have:

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

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

- Mentor, support and guide new teachers in successful classroom management, pedagogy and implementing the Massachusetts Vocational Standards for their shop.
- Work with primarily Non-PTS teachers
- Meet with new teachers as early as possible in the school year to help with their self-assessment, assess their needs and create a plan to help them meet their student learning and professional practice goals.
- Model effective teaching practices
- Observe new teachers in the classroom often and provide feedback.
- Share resources to improve new teacher effectiveness.
- Facilitate new teacher support groups as needed.
- Working with the Vocational PD Committee, organize and deliver professional development for teachers.
- Coordinate support to new teachers with the Effective Educator Coach, if there is one.

Add to Article 27

Placement on the Salary Scale

9. “A teacher selected as a Vocational Instructional Coach will be placed on the PSL scale (appendix A2) at a salary at least 4% higher than their current salary.”

Appendix G add and amend to read

“APPENDIX G

School Counselors

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

School Adjustment Counselors

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

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

CITY CONNECTS SCHOOL COORDINATOR

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

Duration

One year contract July 1, 2020 to June 30, 2021

Three year contract July 1, 2021 to June 30, 2024

Wages-Appendix A 1 a and b and A 2 Salary Scales (exclusive of longevity)

July 1, 2021 2.25% increase

July 1, 2022 2.25 % increase

July 1, 2023 2.25% increase

Effective July 1, 2021 Appendix A1b eliminate VOC step and move those employees to VOC 1

Effective July 1, 2021 Critical Needs (CN) Stipends-at sole discretion of the Superintendent the CN stipend will range from \$2,000 to \$10,000

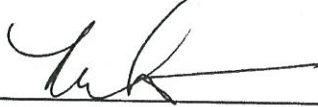
Effective July 1, 2021 a teacher selected as a Vocational Instructional Coach will be placed on the PSL scale (appendix A2) at a salary at least 4% higher than their current salary.

Effective July 1, 2021 OT's/PT's will be placed on the PSL/SLP salary scale.

Appendix B-5 add "Effective July 1, 2021 Extended Learning Time Hourly rate at \$35.00 for summer school, vacation week programs, before and after school programs, weekend programs, and night school program."

Effective July 1, 2021 current employees who were on step 12 or higher in 2006 and who did not have step advancement in 2006 (limited to the list of specific employees agreed to between the School Committee and the SEA-not to exceed 195 employees and attached hereto as Exhibit A) and have consistently and without interruption remained as a teacher for the District since January 1, 2006 will have an annual \$4,000.00 longevity payment, in lieu of any other longevity benefit, referenced in the contract that the employee may be eligible for. Attached is the list of eligible employees and no other employees will be eligible for this benefit.

For the Springfield Education Association:



6/24/2021
Date

For the Springfield Public Schools:



6/25/2021
Date