

# **Preamble: A Shared Commitment to Educational Achievement**

## **The Challenge**

The Parties to this agreement share a fundamental and abiding commitment to the education of the children of the City of Boston. They recognize and greatly appreciate the extraordinary commitment of teachers and administrators in the system. They take pride in knowing that the Council of Great City Schools has rated Boston's public schools as among the best urban schools in the nation.

Yet the parties to this agreement believe that being the best, in this case, is not good enough. They recognize that the Boston Public School system as a whole must do more to meet the needs and expectations of the community. In absolute terms, dropout rates are high, graduation standards and college matriculation rates are low, and the skills and prospects of many students in the system are well below their potential.

This contract is dedicated to doing better.

A commitment to change, however, is not enough. Our 1989 – 1992 contract was also intended to promote change, and it accomplished less than was hoped. There are lessons in that experience, and they are reflected in this agreement. Change will not come of its own accord; it requires intensive, carefully planned, and skillfully executed implementation. Strong, consistent leadership and widespread training is needed to transform the traditional labor management culture. To achieve real educational improvement, the parties and the community will have to work together collaboratively.

The challenge is great. Many students arrive in school hungry and with serious health and nutritional problems. Many lack a stable home environment. Some are victims of neglect or abuse; many require counseling. Their trip to and from school is often dangerous and fraught with deadly temptations. Many must work at after-school and weekend jobs to help support their families.

While most parents are deeply committed to their children's education, many are unsure of how best to support their children's performance. Many parents seek out contact with teachers and are

effective advocates for their children, but others avoid contact, finding schools intimidating.

Teacher training programs seldom address such problems, and as a result some teachers may feel overwhelmed and unprepared for dealing with them. Teachers may also be unsure about how most effectively to communicate support and encouragement to students and parents whose linguistic, ethnic, or economic background differs from their own.

In the face of these challenges, urban schools are often offered fewer resources than suburban schools to achieve their educational goals. When their results in absolute terms are less, they are labeled “failures,” even when they achieve enormous improvement over their starting point. No party benefits from this situation.

However great the challenge may be educating a Boston student to his or her full potential, the parties to this agreement are determined to tackle it. This agreement is designed to facilitate whatever change and experiments may be needed. The parties to this agreement invite the rest of the community to join in this effort. Working together, success is possible.

## **Some Basic Educational Principles**

In pursuing their shared goal of education achievement, the Committee and the Union share certain fundamental assumptions about education philosophy and the nature of their joint task that should inform the interpretation and implementation of this Agreement:

***The Importance of School-Based Decision-Making.*** The school is the point of delivery for the services provided by the school system. Within the bounds of law and economic efficiency, decisions affecting the educational process and the delivery of services can and should be made at the local level, with corresponding accountability for the results achieved. The staff on the scene have the most information about the situation, and are therefore best positioned to craft appropriate and effective strategies for the tasks at hand.

***The Importance of Flexibility.*** The background and skills of staff, students, parents, and administrators vary widely, as do the dynamics of groups. Likewise, facilities and programmatic objectives vary from school to school. The experience of educators in this and other systems demonstrates that there is no one best way to organize a

school, a classroom, or any educational activity. Therefore, consistent with the philosophy of local decision-making, each school should have as much flexibility as possible to work out its own structures for governance and education.

***The Importance of Professional Development.*** Professional development programs need to prepare our teachers and administrators adequately to deal with the challenges of urban education in a multicultural and multilingual environment. And as in many other fields, staff and administrators need help in developing effective collaboration that does not founder in either adversarial battling or endlessly protracted decision-making by committee.

***The Importance of Parent Involvement.*** Schools cannot do the job of educating children without the full support and involvement of parents in their child's education. Much needs to be done to organize and restructure schools and the school-home connection so that parents and teachers become effective teams in working actively and long-term to develop, monitor, and stimulate the implementation of a personal growth plan for each child.

***The Importance of Accountability for Quality and Performance.*** In their 1989 – 1992 agreement the parties greatly strengthened the accountability of participants in the school system by requiring that each school create an Annual Education Plan, by offering detailed guidelines for school performance assessment, and by creating School Intervention Teams to assist and, if necessary, make recommendations to restructure schools in trouble. As these measures have been implemented, they have increasingly demonstrated powerful potential for driving school improvement.

This agreement builds on the existing structure to further increase the accountability of participants in the school system, recognizing that there are some challenges and dilemmas inherent in this goal. For example, teachers should be accountable for the progress of their students. Yet students should also be accountable for their progress. Students who know there is no firm commitment to standards for either behavior or achievement are less likely to take such standards seriously. Likewise, family involvement and support is strongly linked to student success; therefore parents should also be accountable for the behavior and progress of their children. Teachers should be accountable for encouraging and facilitating parental participation and support of their children.

The community should also be held accountable for making available the resources needed to meet the health, nutrition, social, parenting, and other needs of Boston's children and their families, as well their educational needs with time, staff, and facilities adequate to the task. It is unrealistic to expect urban schools to achieve results without the resources to create a level playing field with their wealthy suburban counterparts.

While competition and incentives can motivate performance, the parties do not want to do anything that would inhibit staff and schools from working together cooperatively and learning from each other. It is not necessary, and in fact not acceptable to structure an incentive system that requires there to be "winners" and "losers." We want *all* students and staff whose efforts earn it to be winners. Therefore, for example, the emphasis in this agreement is on *school* accountability, although there are also mechanisms to recognize outstanding staff and to improve or terminate unsatisfactory staff.

***A Shared Commitment to Diversity.*** Recognizing the diverse and multicultural nature of Boston and the families involved with its schools, the parties each renew their commitment to maintaining a school system that treats each student, parent, and employee with respect, dignity, and sensitivity to their unique needs and culture. Each party encourages the other to pursue initiative within their purview to meet this goal and to make suggestions for how the other might do so.

***The Inadequacy of Available Resources.*** The parties firmly believe that whatever progress can be made with the resources currently available to children in the Boston public schools and their families, those resources are inadequate to the task of educating children to their full potential. An appropriate level of funding could support the hiring of more teachers, a longer school day and year, the creation of alternative schools, including residential programs, greater family support services, and an enriched and more in-depth curriculum, including many more activities beyond the school site.

The parties nevertheless accept their responsibility for doing as well as possible with the resources now available, for demonstrating achievement as part of persuading the community that additional resources will make an important difference, and for diligently seeking a more adequate and secure source of revenue. They recognize that such an attitude and performance will enhance the possibility of additional resources being made available.

***The Need for a Collaborative Working Relationship.***

Historically, the Committee, the School Department, and the Union have had an adversarial relationship. Despite considerable improvement in recent years, the challenge remains to overcome vestiges of a litigious and suspicious culture focused on work rules, hierarchical power, and resistance to change by both parties. This consumes scarce resources and gets in the way of educational innovation and achievement.

The parties are committed to developing a collaborative working relationship at all levels of the system during the life of this contract. An effective working relationship is one in which the parties work together with mutual respect; clear and direct communication; a willingness to listen, understand, and consider a differing point of view; a habit of checking out assumptions before reaching conclusions about another party; a commitment to integrity, reliability and solving each problem on its merits; and in general the ability to resolve differences effectively while working to achieve a common goal or vision – to disagree without being disagreeable.

Developing or maintaining such a relationship does not require any party to give up their right to differ or their role as advocates for those they represent. It does require a willingness on each side occasionally to do what makes sense, even though it is painful. Mostly, however, it requires parties to change *how* they deal with each other, seeking to persuade and solve problems jointly, rather than to attack, disadvantage, and coerce each other. Rather than being seen as adversaries, teachers and administrators should be seen by the public and themselves as professional colleagues who sometimes disagree, but who share a common purpose and dedication to educational achievement.

***Respect and Dignity.*** The BPS and the BTU recognize the dignity and worth of every person. The aim of this policy is to create a workplace climate of understanding and mutual respect for the dignity and worth of every person so that each person is able to contribute fully to the development and well being of the students of the City of Boston.

**AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE  
OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION,  
LOCAL 66, AFT, AFL-CIO**

(Ratified by Boston Teachers Union, March 14, 2007)

**Article I  
Purpose and Scope of Agreement**

**A. Recognition and Duration**

This Agreement is made and entered into on the 14th day of March, 2007 by and between the School Committee of the City of Boston (hereinafter referred to as the “Committee”) and the Boston Teachers Union, Local 66, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Union”). The Committee recognizes the Union as the exclusive bargaining representative for all those persons in the bargaining unit which consist of those covered by Groups I, 2A-2B of the salary schedule (1963-1964) of the Boston School Committee, excluding Assistant Principals and Coordinators, but including nurses and supervising nurses, provisional teachers and nurses, substitute teachers and nurses on a one-year’s assignment, teacher-coaches, teachers and nurses in Summer and Evening Schools, swimming instructors, E.T.F.s, certain employees from the Department of Implementation, investigative counselors, security specialists, supervisors of attendance, and clinical coordinators. The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified, or new processes or equipment.

This agreement and each of its provisions shall be in effect as of September 1, 2006, unless otherwise so stated, and shall continue in full force and effect through August 31, 2010. Negotiations for a subsequent agreement will commence on or after January 2, 2010 upon the request of either party.

## **B. Purpose**

The purpose of this agreement is to promote the parties' joint goal of achieving the best possible education of the children in the Boston Public Schools by structuring an effective and professional working relationship between the parties. That relationship should help the school system achieve maximum benefit from the combined expertise and coordinated efforts of the parties. It should also ensure fair and equitable compensation and fair and professional treatment for those employees represented by the Union.

## **C. Scope**

The Committee and the Union agree that they have a common public and educational area of concern in addition to economic matters such as salary and working conditions. This wider area of professional concern is to be approached constructively toward the goal of educational excellence.

To this end, the Union will from time to time present to the Committee or its designated representatives views and suggestions on certain school problems clearly within its knowledge and province as the agency in the school system having the closest overall contact with the classroom teacher. Subjects considered to be within the scope of such initiation and discussion are: recruitment of qualified teachers, class size, operation of difficult schools, standards of physical and housekeeping environment and amenities on school premises, relief from nonteaching tasks, all matters related to school-based management, and an increasingly effective curriculum. Periodic consultation will take place without trespass or interference upon the distinct and special powers and duties of either party in the process.

It is hoped that this continuing consultation throughout the school year will contribute to the enhancement of public education in the City of Boston.

## **D. Management Rights**

Except as otherwise provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority that they had prior to entering into this Agreement or its predecessors. Such rights of the Committee and the Superintendent include but are not limited to the right:

- to establish educational policy;

- to establish the standards and qualifications for hiring and promotion;
- to determine the size of the work force consistent with the terms of this Agreement;
- to establish job duties for new or substantially changed positions (except that changing the duties of existing positions shall be subject to collective bargaining to the extent required by law);
- to determine which textbooks shall be used in the schools;
- to prescribe curricula and rules governing student discipline; and
- to establish educational programs and to determine the number, age, and qualifications of pupils to be served by any such programs.

## **E. Handling of New Issues**

Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

***By the Committee:*** Except as any change may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

***By the Union:*** In any matter not covered in this Agreement which is a mandatory subject for collective bargaining, the Union may raise such issue with the Committee for consultation and negotiation; except that (other than as set forth later in this section E) the Union shall not renew or seek to renew any question introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to final settlement. This restriction shall not apply to the areas outlined in section C above as subjects for continuing consultation.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

## **F. Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision 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 Union.

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

## **G. Preservation of Existing Laws and Regulations**

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 tenure, pension, or education laws and regulations.

The School Department shall identify by February 1 of each year those bargaining unit members who are affected by the School Committee's policy on the employment of relatives. The Department and the Union shall meet to discuss the appropriate reassignment of affected members.

## **H. Definitions**

The term "school" as used in this Agreement means any work location or functional division or group in which a complaint or grievance may arise.

The terms "Principal," "Headmaster," and "Director" as used in this Agreement mean the responsible administrative heads of their respective district, school, or department.

The terms "teacher" and "person" as used in this Agreement mean a person employed by the Committee in the bargaining unit as defined in Article I.

The term "nurse" as used in this Agreement means any person employed by the Committee in the bargaining unit as defined in Article I. The provisions of this agreement that apply to teachers and/or persons shall apply to nurses except:

- Article V(A)(1), *Class Size*;
- Article V(A)(3)(b)(1), *Planning and Development Periods*;
- Article V(A)(3)(c), *Administrative Periods*;
- Article V(A)(3)(d), *Normal Teaching Load*; and

–Article V(A)(5), *Teacher Assignment Procedures*.

The term “Union Representative” as used in this Agreement means the Union building representative or her or his designee, or an elected or appointed representative of the Union or any of its affiliates.

Wherever the singular is used in this Agreement it is to include the plural. Whenever a personal pronoun is used in this Agreement it is to include male and female employees.

Any reference in this Agreement to any provision, section, or other part of the Agreement intends to refer to the entire provision or other part unless specifically stated to be otherwise

## **Article II**

# **Developing and Maintaining Effective Working Relationships**

### **A. Governing Philosophy**

To achieve the goals of this Agreement, more effective working relationships must be forged between and among parents, teachers, students, building administrators, the Superintendent, other School Department personnel, the Union, the School Committee, and the community at large.

### **B. Mechanisms to Insure Joint Problem-Solving**

#### **1. Consultation**

Whenever possible, the parties agree to consult before deciding on any issue that impacts the other. The goal of this provision is effective communication, preventing surprises, and more informed decision-making. It does not require either party to give up any right to act autonomously that they might otherwise have, nor does it require either party to approve of any action the other proposes to take. The leadership of each party shall seek to set an example in achieving this goal and to encourage others in the system at all levels to incorporate such an approach into their ways of working.

The Superintendent and the President of the Union together with appropriate members of their respective staffs agree to meet regularly (at least monthly) to monitor the progress of the mutual goals espoused here and the operation of the school system in general, and to consult about the inevitable issues that will arise in the operation of this Agreement.

#### **2. Steering Committee**

A joint Union-School Department Steering Committee will develop and implement policies and guidelines and generally oversee the implementation and operation of school-based management/shared decision-making and all other joint committees established under this Agreement. This Steering Committee shall be composed of the Superintendent of Schools and the President of the Union, who shall serve as co-chairs,

assisted by up to five additional members each, who shall be representative of the diverse racial and ethnic constituencies of the parties. Decisions of the Steering Committee shall require the concurrence of the Superintendent and the President of the Union.

The Steering Committee may appoint subcommittees, designate alternate members for tasks involving special expertise, and otherwise adopt whatever procedures further its smooth, effective, and efficient operation. It shall endeavor to operate by consensus as a role model for school-based shared decision-making groups.

The Union and the School Department recognize that the provisions of this agreement reflect a tentative consensus on a direction to move in improving the schools. Both sides recognize that school-based management (“SBM”) represents a new way of doing business with which they still have limited experience. Success is likely to require much flexibility and continued learning from experience. Therefore the School Department and the Union agree to work together during the period of this agreement to assess and improve the structures established here for school-based management and shared decision-making in light of experience.

### **3. Faculty Senates**

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day with the Principal or Headmaster concerned. Faculty Senates will be recognized by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

Faculty Senates representing Music Teachers, Guidance Counselors, Nurses, School Psychologists, Evaluation Team Leaders, Kindergarten teachers, Bilingual teachers, and Pupil Adjustment Counselors shall meet once every month after the close of the normal school day with the director or administrator concerned.

These Faculty Senates will be recognized by the administrator of the department as having an advisory voice in the formation of educational policy.

Faculty Senate Chairpersons will meet twice each year on the elementary, middle, and high school levels during days of regularly scheduled in-service meetings.

### **C. Training**

To succeed in developing effective and collaborative working relationships, a core group of principals, parents, teachers, and other staff in each school must receive training to acquire the new roles and relationships this Agreement envisions. Skills are needed in consensus building, teamwork, conflict resolution, effective meeting skills, active listening, new models of learning, teaching, and so on. The parties pledge to seek the funding necessary to provide each school with the training needed to achieve its educational goals.

### **D. Leadership**

To achieve the goals of this Agreement, strong, sustained, and visionary leadership is required. The parties need to help each other educate their constituents and the community at large about the need for a new kind of relationship and what it entails operationally. The Union agrees to make a special effort to communicate the need for this kind of change to its Building Representatives and to monitor and maintain steady encouragement of progress. The Superintendent agrees to do the same with Principals/Headmasters and other key administrators.

## **Article III**

### **School-Based Management and Shared Decision-Making**

#### **A. Governing Philosophy**

The Committee, the Union, and the Superintendent agree that the school site is the appropriate place for most decision-making affecting the education of children in that school. The parties also agree that the best quality decisions at the local level are likely to result from the process of shared decision-making.

The purpose of shared decision-making is to create a climate in the schools where the faculty, parents, administration, students (at the high school level), and other community participants working together share the responsibility and accountability for school improvement, better student performance, increased satisfaction among professional educators, greater involvement by and with parents, and stronger support from the community.

The parties recognize that the overriding goal of school-based management and shared decision-making is to improve the quality of our public schools and the instruction and learning of our students.

The parties agree that Principals and Headmasters are the educational leaders at the school site. The building administrator is a key person in creating the environment necessary to bring about positive change. The Principal or Headmaster shares with teachers and parents (and students at the high school level) through their representatives on the School Site Council the responsibility to create an environment where learning and teaching are enhanced.

The parties recognize that the most important interactions affecting student performance take place daily between teachers and students. Teachers, therefore, must be given a shared voice in decisions at the school site. The parties recognize that with this increased role in the decision-making process the teachers at the school site assume more responsibility and accountability for the success of the school.

The parties recognize that parental involvement is essential in achieving educational success for students. Therefore, parents shall also be given a voice in decisions at the school site.

The parties realize that to achieve effective shared decision making at the school level a significant restructuring of schools must occur, and the parties agree to work cooperatively in an effort to bring about these necessary changes. Significant changes in school governance, instructional practices, staff roles, and community involvement will require a substantial commitment from the leadership of the Union, the School Committee, and the Superintendent of Schools. The parties pledge to provide this commitment.

## **B. School Site Councils**

### **1. Composition**

#### *(a) Represented Groups*

Each Boston public school shall elect a School Site Council for the purposes enumerated in this Article. Members of a School Site Council should be elected by October 15th of each year to serve until a successor Council is elected.

The School Site Council shall be composed of the Principal/Headmaster, members of the bargaining unit who work more than 50% of their work week at that school elected using a secret ballot from the pool of bargaining unit members similarly qualified, parents elected by the parents of children at that school, and, in high schools, one student elected by the student body.

Each school shall also elect each year alternate parent and teacher members of the School Site Council to substitute for absent members of their group. Alternate members may also be used to fill vacancies created by the resignation or removal of a Council member.

School Site Councils may also have associate, nonvoting members, for example additional high school students, representatives from the business or university community, or representatives of other employee groups in the school.

Upon formation or change in membership, each School Site Council shall report the names of its members to the School Department.

(b) *Bargaining Unit Members*

(1) *In General.* The number of members of the bargaining unit to be elected to a School Site Council shall be determined as follows, using enrollment figures as of October 1 of the year of the election:

Schools with less than 30 bargaining unit members: 4,  
Schools with at least 31 bargaining unit members but not more than 60 bargaining unit members: 5, Schools with 61 or more bargaining unit members: 6.

(2) *Goal of Diversity.* The Union and the Committee believe that School Site Councils will be less effective if any constituency groups are left out of the process. Therefore each represented group should endeavor to elect individuals who are representative of the racial and ethnic diversity of their constituents, and the Steering Committee will strongly encourage this.

(3) *Definition.* Racial groups referred to in this section include: African American/Black, Asian American/Pacific Islander, Hispanic, Native American, and White.

(4;) *Election Procedures.* Any racial group that constitutes at least 5% of the BTU membership at a school site and which has candidates who run for a seat on the School Site Council shall have the candidate with the highest number of votes seated on the Council. All other seats shall be filled by candidates who received the highest number of votes.

If the highest vote-getting candidate from any racial group is not among the highest overall vote-getting candidates, the number of seats of the School Site Council shall be as follows: the highest vote-getting candidate from each eligible racial group and all of the highest overall vote-getting candidates shall be seated.

(c) *Parent Members*

The number of parents elected to the School Site Council shall equal the number of professional educators, including the principal, on the Council.

(d) *Change in Composition*

After at least one year of operation as a shared decision-making school, a School Site Council may change its composition with the consent of a majority of the representatives of each represented group, except that no represented group can agree to the elimination of its representation.

(e) *Rotation of Membership*

At least one of the bargaining unit members and one of the parents on a School Site Council should change each year to insure that a growing segment of the school community develops a deeper understanding of the shared decision-making process.

**2. Role of the School Site Council, the Personnel Subcommittee and the Instructional Leadership Team**

The parties agree that 1) the School Site Council shall remain the central governing body of the school under the school-based management/shared decision making model; 2) the Instructional Leadership Team is an advisory body to the principal/headmaster on issues related to teaching, learning, assessment, and professional development; and 3) the decisions of the Personnel Subcommittee are not subject to the approval of the School Site Council.

- (a) The Role of the School Site Council shall be:
- to review and approve the Whole School Improvement Plan within guidelines established by the Superintendent
  - to approve the budget for discretionary school materials, supplies, textbooks and equipment, including the use of school improvement award funds
  - to develop and approve plans for increasing parent involvement in the school
  - to approve waivers
  - to review and approve recommendations of the Instructional Leadership Team that will have a major effect on the school community. Such recommendations need not be forwarded to the School Site Council unless they are endorsed by the principal/headmaster

- to review and approve recommendations from any other committee or group that is established to recommend changes that will have a major effect on the school community
  - to receive information about all outside programs or outside professionals that come into the school
- (b) The Role of the Personnel Subcommittee of the School Site Council shall be:
- to approve the hiring of new BTU teachers' bargaining unit staff and in-transfer of BTU teachers' bargaining unit staff from other schools in the system and the choice of teachers from the excess pools
  - to approve the selection of Lead Teachers, Mentor Teachers, and new athletic coaches
  - to determine the schedule and procedures for reviewing candidates for positions
- (c) The Role of the Instructional Leadership Team:
- An Instructional Leadership Team shall be established at each school and shall be a representative body of the professional staff at the school. It shall be composed of administrators and teachers from the various grade levels, disciplines, and programs of the school
  - The Team shall serve as an advisory board to the principal/headmaster on issues related to teaching, learning, assessment and professional development.
  - It shall be the responsibility of the principal/ headmaster to give a report each month to the School Site Council on the activities of the Instructional Leadership Team
  - Any recommendation of the ILT that alters the Whole School Improvement Plan or may have a major effect on the school community and which is supported by the principal/headmaster shall be subject to the approval of the School Site Council before being implemented

Each School Site Council is responsible for finding ways to implement the intent of the provisions governing school-based management in ways that do not violate outstanding court orders or state and federal laws and regulations.

## **C. Shared Decision-Making**

### **1. Orientation Program**

The Steering Committee will be responsible for maintaining an orientation program on school-based management and shared decision-making for presentation to all new employees of the School Department, interested parents, and high school students.

### **2. Operation of the School Site Council**

#### *(a) General Policy*

The parties expect the members of a School Site Council to operate as a single decision-making team, not as a group of spokespersons representing constituent groups. Their role is to work together to find good solutions to educational problems confronting the school. Members are chosen from various groups to insure that decisions reflect the expertise and input of important affected groups.

#### *(b) Voting*

Formally, decisions of a School Site Council will be by majority vote with the Principal/Headmaster voting with the majority. The Principal/Headmaster may not delegate his or her vote except in emergency situations. The Principal/Headmaster is required to account in writing and in person (at a subsequent meeting) for any vote in contravention of a majority of the Council. In the event that a school has no sitting or acting Principal/Headmaster, the appropriate Cluster Leader or his or her designee shall be substituted.

#### *(c) Monitoring of School Site Council Operation*

The Steering Committee may request that School Site Councils provide information on the dates of School Site Council meetings and who attended.

The Steering Committee will monitor the operation of School Site Councils and may recommend action to deal with Councils that do not operate in compliance with the terms of this collective bargaining agreement or where Councils are fre-

quently unable to reach decisions by consensus, or where the principal/ headmaster repeatedly exercises a veto over the votes of a majority of council members.

To accomplish this monitoring role, the Steering Committee will establish a subcommittee for the purpose of reviewing and responding to complaints arising from schools that SBM/SDM is not being implemented in accordance with the terms of the collective bargaining agreement. The subcommittee will consist of two members of the Steering Committee appointed by the BTU President and two members of the Steering Committee appointed by the Superintendent.

Any member of a School Site Council may file a complaint with his Steering Committee concerning the operation SBM/SDM at his/her school. All such complaints will be forwarded to the subcommittee that shall acknowledge receipt of the complaint within five days and place the matter on the agenda of the next Steering Committee meeting. A recommendation by the Subcommittee on any complaint must be reported to the Steering Committee no later than the second Steering Committee meeting following receipt of the complaint.

It is expected that complaints submitted to this Subcommittee should involve serious breaches of the established guidelines for the implementation of SBM/SDM and that there has been a good faith effort at the school level to resolve these problems prior to filing the complaint.

Recommendations from the Subcommittee must be voted on by the full Steering Committee and such recommendations may include, but are not limited to, providing the services of a mediator/facilitator, calling for new Council elections for all or a portion of the School Site Council members, urging the Superintendent to send a letter of reprimand, if appropriate, or calling for the replacement of a building administrator.

(d) *Elections and Meetings*

1. Elections for new School Site Council members shall be conducted as early in the school year as possible, and a first meeting of the new council shall be held no later than October 31st.

2. At this first meeting a calendar of the meetings for the school year shall be established and any change to that calendar must be approved by the Site Council with at least one week's notice to all staff and parents.
3. The "out-going" School Site Council shall continue to meet and conduct the business of the Council until such time as the "new" Council holds its first meeting of the school year.

(e) *Voting by Alternate Members*

Alternate members of a School Site Council shall be voting members of the Council at meetings where their presence is necessary to have a quorum.

(f) *Quorum Requirements*

To constitute a quorum of members at a School Site Council meeting, the Principal/Headmaster must be present as well as at least two teachers and two parents for site councils with 9 to 12 members, or three parents and three teachers for site councils with 13 or more members.

(g) *Bylaws*

Each Council shall be required to pass bylaws to govern its School Site Council. The bylaws must be approved or amended by two-thirds of the members of the bargaining unit in the school eligible to vote for the School Site Council and by two-thirds of the parents who come to a parent meeting. There must be at least two weeks notice for the parent meeting. The bylaws may be approved the same night that elections are held. Copies of the bylaws will be distributed to all members at the first meeting of each newly elected council.

The Bylaws must at least include provisions which address the following matters:

- How will elections be held?
- When will meetings be held?
- What are the notice procedures for announcing meetings?

- Who is responsible for co-chairing the Council and for recording minutes?
- What is the system for selecting alternates who have the same racial identity as the members they would be representing?
- What are the terms of office and how will they be staggered?
- What is the policy in regards to members who fail to attend regularly?

(h) *Agenda*

Any member of a School Site Council may place an item on the agenda so long as it is within the scope of authority of the School Site Council.

(i) *Co-chairs*

There shall be co-chairpersons of all School Site Councils. The co-chairs shall be the Principal/ Headmaster and one other voting member elected by the Site Council.

(j) *Minutes*

A notice of all actions taken by the School Site Councils will be distributed to all BTU Building Representatives and the President of the Faculty Senate within five school days following a council meeting.

(k) *Information*

All available information concerning the school budget and/or any other matter over which the School Site Council has authority must be shared with members of the School Site Council at least five school days before they are expected to vote on these issues.

### **3. Training**

The BTU agrees to train all School Site Council members. The BTU shall provide adequate facilities and materials for this training. The School Department shall provide the BTU with a list of all School Site Council members. Effective 9/1/07, the School Department shall allocate \$50,000 annually for training School Site Councils.

#### **4. Scope of Authority**

##### *(a) Compliance with Law*

In managing a school, the School Site Council must comply with all applicable federal and state laws, regulations, and court orders, unless the school has sought and received a proper waiver from appropriate authorities. Absent such a waiver, the Superintendent shall have the power to order specific measures at the school site to enforce such compliance. The School Department and the Union will cooperate through the Steering Committee in aggressively seeking appropriate approvals or waivers of state or federal policies or regulations or to seek statutory change to allow at least a demonstration project.

The actions of a School Site Council must also adhere to the standard of sound educational policy equitably applied to all students. Consistent with her or his statutory responsibilities, it is ultimately up to the Superintendent, in consultation with the Steering Committee, to determine what is inequitable or clearly beyond the bounds of sound educational policy.

This section serves to limit the application of sections (b) through (d) below. Any decision under this section to disallow the action of a School Site Council shall be reported to the Steering Committee.

##### *(b) Discretionary Powers*

To the greatest extent possible, decisions affecting the educational process at an individual school shall be made at the school level. Where a decision cannot be made at that level, schools should be free to communicate their views and concerns related to that decision to the relevant decision-maker. School Site Councils shall have primary authority to make decisions affecting those matters listed in Section III(B)(2) above.

##### *(c) School Staffing*

Decisions on the voluntary in-transfer of teachers, the hiring of new teachers for “real” vacancies, and consistent with the terms of the current contract the choice of teachers from the excess pool will be made by a Subcommittee of the School Site Council composed of two teachers, one parent, and the Principal/Headmaster, with a majority required for decision and

with the Principal/ Headmaster voting with the majority. Teacher and parent representatives on this subcommittee may designate temporary replacement representatives appropriate to the position being filled.

In addition to permanent teachers who apply for transfer, a School Site Council may consider a provisional teacher with a letter of reasonable assurance for a position which appears on the transfer list and that the provisional currently holds within that school.

Decisions on the voluntary in-transfer of teachers may be made without regard to teacher seniority. In the event that the School Site Council is unable to reach a decision, the contract provisions in effect prior to the universal implementation of shared decision-making school-based management shall apply.

After interviewing candidates for a vacancy at a school that results from the transfer process, or if a vacancy at a school occurs after the completion of the regular transfer process, a school may choose to advertise or re-advertise the position.

BTU members on the School Site Council shall select the BTU representatives to serve on any screening committee convened to make recommendations for permanent appointments to administrative positions within the school consistent with screening committee guidelines and policies distributed by the School Department.

(d) *Waivers*

A School Site Council may waive any provision of this Agreement or any School Committee rule or regulation or Superintendent's policy provided that:

- (1) The Principal/Headmaster approves the waiver;
- (2) The school's Parent Council approves the waiver (in the case of School Committee rules or regulations or Superintendent's policies);
- (3) At least 66 2/3% of the members of the bargaining unit who work more than 50% of their work

week at that school and who are present and voting approve the waiver; such vote shall be conducted by the Union representative using a secret ballot after five (5) days' notice to all those eligible to vote;

- (4) No waiver vote may alter any bargaining unit member's salary and benefits, seniority rights involving transfer, excessing, or layoff procedures, due process rights, or right to file a grievance, nor the Union's jurisdiction; and
- (5) No waiver vote may affect the operation of another school or incur costs to the School Department beyond the school's allocated budget without the approval of the School Department;
- (6) The Steering Committee shall be notified in writing of all waivers within five (5) days of their adoption.

In particular, a School Site Council may waive provisions of this Agreement and School Committee or Superintendent's policies and regulations that involve:

- Timing and length of the school day and year, consistent with clause (5) above (for example, a school might propose to meet from 3 p.m. to 10 p.m.);
- Amount of time a teacher spends teaching each week;
- Class size (some classes involving less intensive supervision might exceed the class size maxima to permit more intensive staff involvement with students in other areas);
- Number, time, and place of teacher-parent meetings;
- Number, use, and scheduling of In-Service, planning, professional development, and other staff meetings;
- Number, use, and scheduling of planning and development and administrative periods;
- Nonteaching duties teachers are required to perform;

- Curriculum;
- Timing of report cards;
- Testing;
- Record keeping and paperwork requirements;
- Attendance policies;
- Graduation requirements;
- Student discipline codes; and
- Any other provision, policy, or regulation whose waiver is approved by the Steering Committee.

A school seeking permission from the Steering Committee to waive some provision of this Agreement or of a School Committee or School Department policy should be prepared to explain concretely their proposed alternative approach, the educational needs motivating the change, and in the case of a policy waiver, how that approach will meet the educational interests motivating the present policy.

If a teacher at a school waiving a provision of this contract as described above objects to the impact of that waiver on his or her job responsibilities, he or she shall be afforded an opportunity to transfer to another position in the system without loss of seniority or benefits. The implementation of any such waiver shall be delayed until such transfer opportunity has been provided or the impact of the waiver on this teacher has been eliminated. Any dispute arising out of the provisions of this paragraph shall be referred to the Steering Committee for resolution and shall not be arbitrable, provided that the Steering Committee reaches a decision on the matter within 30 days.

#### **D. Pilot Schools**

The Boston Public Schools and the Boston Teachers Union are sponsoring the establishment of innovative pilot schools within the Boston Public School system. The purpose of establishing pilot schools is to provide models of educational excellence that will help to foster widespread educational reform throughout all Boston Public Schools. The parties hope to improve dramatically the educational learning environment and thereby improve student performance.

There will be up to six pilot schools in the 1995-96 school year and in subsequent years, unless both parties agree to establish more.

Pilot Schools will be open to students in accordance with the

Boston Public Schools controlled choice plan. Pilot Schools will operate with an average school-based per pupil budget, plus a start-up supplement, and will have greatly increased decision-making authority, including exemptions from all Union and School Committee work rules. The actual establishment of such schools will be pursuant to the issuing of Requests for Proposals (RFP). The RFP will be developed and reviewed by the BPS/BTU Steering Committee. No pilot school shall be established without the approval of the Joint BTU/BPS Steering Committee and the School Committee.

Teachers, paraprofessionals, nurses, guidance counselors, substitutes, and all other employees at pilot schools who fall under the jurisdiction of the BTU contract throughout the school system will be members of the appropriate BTU bargaining unit. These employees shall accrue seniority in the system and shall receive, at a minimum, the salary and benefits established in the BTU contract.

Employees in pilot schools will be required to work the full work day/work year as prescribed by the terms of the individual pilot school proposal. Further, they shall be required to perform and work in accordance with the terms of the individual pilot school proposal.

Nothing in this Agreement shall prevent Pilot School governing bodies from making changes to their programs and schedules during the year.

All BTU members who apply for positions at pilot schools shall receive the following information at the time of their application:

- the length of the school day and school year;
- the amount of required time beyond the regular school day;
- any additional required time during the summer or school vacations; and
- any other duties or obligations beyond the requirements of the BTU contract.

BTU members who are employed at a pilot school shall receive, prior to the end of the school year, the same information as stated above.

The Governing Board of each pilot school shall develop an internal appeals process to allow any staff member to raise issues, concerns, or problems. The internal appeals process shall be submitted to the Joint BTU/BPS Steering Committee for approval. The internal appeals process shall be provided in writing to all BTU staff members.

Issues not resolved at the school level may go to mediation under Article X-C of this agreement. Final resolution will be made by the Superintendent of Schools and the President of the Boston Teachers Union.

The School Department will be allowed to open two new schools as pilot schools. Further, the parties agree to engage in a collaborative effort to establish, during the life of the contract, a pilot alternative secondary school with a minimum capacity of 200 students.

Employees shall work in Pilot Schools on a voluntary basis and may excess themselves on or before February 1st. No BTU member may be laid off as a result of the existence of Pilot Schools.

The specifications for the RFP on Pilot Schools is agreed to by the parties and is hereby incorporated by reference.

Pilot school positions will be posted on the BPS web page.

## **E. Pilot School Agreement**

1. The parties agree that a minimum number of seven pilot schools, provided there are sufficient proposals to consider, will be created through September 09 under this agreement. The new Pilot schools may result from conversions, newly-created schools, and/or charter schools that opt to become pilot schools. There shall be a union-sponsored, teacher-run pilot school at the site of the Thompson Middle School, effective 9/2009 or as soon as the Thompson building is available for such use. This school shall be run exclusively by the BTU bargaining unit members on staff. This pilot at the Thompson shall be counted as one of the seven schools. Nothing described in this paragraph shall supercede the Contract language found in Article III D, specifically, the language that gives the BTU president or superintendent veto power over any particular pilot school.
2. The parties agree that a teacher work year schedule (including length of work year, length of work day, professional development time in and out of school, and summer work) shall be created by the Governing Board and shall be given to affected staff no later than January 15 of the previous school year. By a 66 2/3% vote, affected BTU Bargaining Unit Staff may vote to override the proposed schedule, sending it back to the Governing Board for possible re-working. If a schedule for an upcoming

ing school year has not been approved by February 15<sup>th</sup>, the previous year's schedule shall remain in place. Staff wishing to excess may do so on February 1<sup>st</sup>. If, after the start of the school year, the Governing Board of a pilot school wishes to change the teacher work year schedule, as referenced in sentence 1 of this paragraph, the change must be approved by a 66 2/3rds vote of the affected BTU Bargaining Unit Staff. The following paragraph, currently found in Article III D of the 2003-2006 CBA, shall be deleted: "Nothing in this agreement shall prevent pilot school governing bodies from making changes to the programs and schedules during the year."

- i. BTU Bargaining Unit staff members who work in a pilot school shall get paid at the contractual hourly rate for hours scheduled in accordance with the above paragraph as follows: For all hours scheduled in excess of the traditional teacher work day and year (as mentioned in the first sentence in section 2) for their respective school levels (elementary 6:30 per day; secondary 6:40 per day) of 183 days and 18 hours, the following schedule shall be in effect:
  1. In 2006/2007, excess hours up to 105 per school year shall not be compensated. Compensation for hours from 105-155 shall be paid by the school department. Compensation for hours beyond 155 shall be the responsibility of the individual pilot school.
  2. In 2007/2008, excess hours up to 100 per school year shall not be compensated. Compensation for hours from 100-150 shall be paid by the school department. Compensation for hours beyond 150 shall be the responsibility of the individual pilot school.
  3. In 2008/2009, excess hours up to 95 per school year shall not be compensated. Compensation for hours from 95-145 shall be paid by the school department. Compensation for hours beyond 145 shall be the responsibility of the individual pilot school.
- ii. All pay, regardless of the source of funding, will be annualized and retirement-worthy.

3. There shall be created Discovery Schools, after a jointly-designed process. The BTU, BPE, and the School Department shall create a committee of up to 6 people, evenly distributed, who will design and implement an RFP process. The superintendent shall have veto power over the creation of any particular Discovery School. It is envisioned that this program will be fully operational effective the 2007-8 school year, but nothing herein shall prevent the establishment of a Discovery School prior to that time. Discovery Schools shall be able to apply for the same autonomies, which could include fiscal and curricular autonomies, as pilot schools and their creation shall be a joint collaboration between the BTU, BPE, and the School Department.
4. The parties agree that there will be established an intervention process that can be invoked under certain conditions to be established. Either party will be able to initiate an intervention process. The process will parallel the process as found in Article IV C of the CBA.
5. Each pilot school's governing board shall include no less than four teachers.
6. Disputes over the interpretation or application of Article III E 2i, 1, 2, and 3, shall be resolved in accordance with the arbitration procedure, waiving all immediate steps, of the parties' collective bargaining agreement unless the superintendent and the union president can agree on a resolution.
7. The two Boston Horace Mann Charters, The Day and Evening Academy and the Health Careers Academy, will fall under this newly named article III E of the CBA.
8. Teachers in pilot schools must excess themselves by February 1 of a given school year. Pilot school principals and headmasters must excess teachers by February 1 of any given school year.
9. The parties agree that sections Article III E 2i 1, 2, and 3 and section 6, if applicable, apply to paraprofessionals.
10. Article III E in the CBA will be renamed Article III F.

#### **F. Local Decision-Making About a School's Budget**

The School Committee will seek to maximize the percentage

of a school's budget that is expended by the decision of the building administrator or School Site Council and to maximize the percentage of all central allocations — the GSP budget, the External Funds budget, the special grants — that are allocated directly to schools and expended by decision of the school. The Steering Committee should offer suggestions for achieving these goals and seek to measure their achievement over the course of this agreement.

# **Article IV**

## **School Assessment**

### **A. Whole School Improvement Plans**

#### **1. Scope**

Whole-school evaluation is the cornerstone of the quality assurance system in schools. It enables a school and external supervisors to provide an account of the school's current performance and to show to what extent it meets school district goals. This approach provides the opportunity for acknowledging the achievements of a school and for identifying areas that need attention.

Each school in the Boston Public School system will adopt a written Whole School Improvement Plan each year that sets specific educational goals for the school year. The primary purpose of this plan is to provide the leadership of each school with a process to help guide its decision-making regarding instructional improvement and programmatic options offered to students. The development of this plan is the responsibility of each school's Instructional Leadership Team (ILT).

#### **2. Approval**

Each school's proposed Whole School Improvement Plan shall be submitted to the appropriate Deputy Superintendent. The Deputy Superintendent will either approve the plan or return it for revision. If the plan is returned for revision, the Deputy Superintendent shall provide a written explanation of the decision and specific recommendations for revision of the Plan. The school will then have to submit a revised plan according to the Deputy Superintendent's given timelines.

#### **3. Content**

The Whole School Improvement Plans are designed to enable those in schools, supervisors and support services to identify to what extent the school is adding value to learners' prior knowledge, understanding and skills. The underlying philosophy of that plan should be guided and built on the following six essentials for whole school improvement:

- 1) Use effective instructional practices and create a collaborative school climate to improve student learning
- 2) Examine student work and data to drive instruction and professional development
- 3) Invest in professional development to improve instruction
- 4) Share leadership to sustain instructional improvement
- 5) Focus resources to support instructional improvement and improved student learning
- 6) Partner with families and community to support student learning

## **B. School Performance Assessment**

### **1. Collection of Data**

Careful analysis of student performance data is critical to that improvement and to developing a good school plan. The evaluation of both qualitative and quantitative data is essential when deciding how well a school is performing. The Instructional Leadership Team (ILT) at each school shall conduct a thorough analysis of a wide range of data associated with leadership and management, teaching and learning and family and community engagement. Through this process, the ILT is encouraged to have staff, parents and the school community reflect on the effectiveness of existing school policies and practices. The range of performance related data may include, among other criteria:

- MCAS scores
- Formative assessments
- Learning Walk reviews
- Samples of student work
- Collaborative Coaching and Learning inquiry

### **2. Annual Assessment**

Schools will continue to be assessed annually. Each school will undergo a rigorous external review by the Deputy Superintendent comparing the goals outlined in the Whole School Improvement Plan to performance. A School whose performance is unsatisfactory may be subject to further review by the Superintendent. The Superintendent may request a joint

labor/management intervention process for those schools that have been identified as under performing. This Intervention Team can recommend appropriate improvement measures, including but not limited to:

- Reassignment of some or all members of the bargaining unit and/or administration
- Reallocation of staff duties
- Additional time to attempt improvement, but not more than one year
- Intensive monitoring
- Assignment of part-time or full-time in-school specialists or consultants
- Specialized staff development
- Replacement of some or all of the leadership team including Principal-Headmaster and members of the School Site Council.

A school's annual assessment is not subject to a grievance by any member of the bargaining unit. A School Site Council may request a review of an unsatisfactory assessment by the Deputy Superintendent, but an annual assessment may be changed only by the Superintendent.

### **C. School Intervention Teams**

The School Intervention Team will be composed of three members chosen by the Union, three members selected by the Superintendent, and a seventh member who is jointly agreed to by the Superintendent and the President of the Union. To the extent possible, an appropriately qualified substitute will be assigned to cover the classes of a teacher when the teacher is working as part of a school intervention team. This team will initiate an assessment of the reasons for the under-performance and present a remedial plan for improvement after spending time at the school and talking with school staff, parents, and community members. The remedial plan will be completed up to four months after the team is appointed. The plan will then be submitted to the Superintendent for appropriate action.

### **D. Superintendent's Schools**

#### **Vision**

The Boston Public Schools seeks to transform low or under-performing schools to schools of excellence through a com-

prehensive slate of supports, incentives, collaborations, resources, flexibilities, structural improvements, and accountability measures. These schools will be known as the Superintendent's Schools. All members of the community (teachers, parents, students, administrators, universities, businesses, community groups, and neighbors) must work together to ensure that all students achieve academic success, and that gaps in achievement defined by race, income, language and/or program are eliminated.

### **Core Beliefs**

Boston's plan for improving low- and under-performing schools focuses on five core beliefs:

- *All* students can meet high standards of academic achievement in the Boston Public Schools.
- Quality instruction is the key factor affecting student learning.
- Strong and effective leadership at the school site is a key component to whole school improvement.
- The district must position resources to support principals' development as instructional leaders.
- Incentives and accountability around measurable goals at all levels must be aligned toward improving student learning.

By embracing these five core beliefs in all aspects of school life, by instituting policies and building practices around these beliefs in these schools, and by building coalitions of support around these beliefs, Boston will help build the capacity necessary to enable high student achievement in its neediest schools.

1. Schools become eligible to be selected as Superintendent's School status if they meet one of two criteria:
  - a. The school is on track to be, or has been, designated as "Chronically Under Performing" by the Massachusetts Department of Education.
  - b. The school is on track to be, or has been, designated as "Restructuring" under the Federal No Child Left Behind regulations.
2. In the first year of this intervention, the Superintendent, under the advisement of the Boston Teachers Union,

will select up to 10 schools for this program. The Superintendent may designate five (5) more schools in the second year and five (5) additional schools in the third year for this status.

3. Once schools lose their state or federal designation they will be removed from the list of Superintendent's Schools, to be replaced by another following the procedures outlined above.
4. Each school year, the principal or headmaster of a Superintendent's School will have sole discretion in filling 75% of personnel vacancies.
5. All teachers and staff in Superintendent Schools will be required to work one additional hour per school day with the stipulation that a minimum of 80% of this additional time be used for direct instructional time. The balance of the time can be used for professional development (in addition to the 50 hours), meetings, advisory, common planning time, or class time. The specific allocation, scheduling, and content of this additional time will be stipulated in the School Reform Plan (SRP) and must be approved of by the Superintendent or his designee. Teachers compensation shall be paid on a pro-rata basis, annualized and retirement worthy. Paraprofessionals will be compensated at their regular hourly rate, retirement worthy.
6. All teacher Individual Professional Development Plans (IPDP) and school wide professional development plans must be submitted to and approved by the Superintendent or his designee.
7. The provisions found in Article V A(3)(d) "Normal Teaching Load" that limit teachers from teaching no more than 160 minutes without a lunch break, Planning and Development Period or an administrative duty shall be increased to 180 for Superintendent's Schools; in addition, teachers in Superintendent's Schools, to accommodate the additional hour of instructional time, will be permitted to teach up to 300 minutes per day.

8. Teachers in Superintendent Schools receive an additional 20 hours of professional development per year (in addition to the 30 existing required hours). The first twelve hours can be scheduled as two days during the week before school starts on a Tuesday, Wednesday, or Thursday, or as two days scheduled on Saturdays or other non-pupil school days. The remaining eight hours can be scheduled in the same manner as the current eighteen hours of professional development (see Article V(E)). Teachers participating in these twenty hours shall be compensated on a pro rata basis on their annual salary for this additional time. The faculty will vote to decide the schedule for the additional twenty hours. The vote will be conducted with five school days' notice to staff and with using a secret ballot. The twenty hours will receive retirement credit.
9. Teachers will have the option of excessing themselves from a newly-designated Superintendent School by February 1 of the previous school year provided that such notice is given before the beginning of the transfer process.
10. In each Superintendent School, a Joint Labor-Management Committee (made up of 2 BTU members, 2 chosen by the Superintendent and 1 jointly agreed upon member) will be convened to make recommendations to the Superintendent regarding school staff. The principal or headmaster can recommend to the Joint Committee that teachers, administrators, or other staff be reassigned from the school. The Joint Committee shall vote on any recommendation made by the principal or headmaster to reassign any staff member from the school. A vote in the affirmative by a simple majority shall result in the recommendation being forwarded to the Superintendent for approval and implementation. The Joint Committee may also make their own recommendations regarding the reassignment of additional school staff and/or the principal or headmaster to the Superintendent for approval and implementation. The Joint Committee must make staff reassignment recommendations to the Superintendent by January 15.

11. Recognizing that many of these schools are hard to staff schools, the district will offer an incentive to encourage individual or teams of experienced, excellent teachers to work in these schools. With additional curricular, leadership, professional development, or other responsibilities, these teachers may receive up to 5% above their base salary.
12. The scheduling of Tier 2 and 3 schools is an ongoing function of the BPS. Where possible, the BPS will attempt to accommodate a request for Superintendent's Schools in Tier 3 to move to Tier 2 or Tier 1.
13. When a principal asks a teacher currently working at a superintendent's school to fill a vacancy in another grade at the school, and the teacher objects to the assignment, the teacher may appeal the assignment to the BTU President and the Superintendent for resolution. Both must concur for the teacher to be reassigned.
14. The class size maxima in all regular education classes in Superintendent Schools shall be two students fewer than those maxima identified Article V, Section A(1)(a).

# Article V

## Staffing

### A. Teachers

#### 1. Class Size

(a) The Committee and the Union recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size. To this end the Committee recognizes that it is desirable to attempt to reach the following class size maxima:

- 20 pupils in classes of academically talented or slow academic achievers
- 12 pupils in industrial arts classes composed of special class students

To achieve these class size targets, the Committee and the Union agree that the following class size maxima shall be in effect:

- 20 pupils in industrial classes
- 35 pupils in physical education in the middle and the high schools
- 20 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes.
- 25 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes with a paraprofessional.

In rooms with specific student stations (shops, typing rooms, laboratories) the number of pupils assigned to such rooms should not exceed the number of student stations available.

An appropriate number of regular teachers shall be hired to make possible the aforementioned class size maxima.

Class size for program prototypes 502.2, 502.3 and 502.4 shall conform with Regulations published by the State Department of Education.

The class size maxima during this Agreement shall be as follows:

<b>Grade</b>	<b>9/1/06-8/31/2010</b>
K1, K2, and Grade 1 and 2	22
Grade 3	25
Grade 4	25
Grade 5	25
Grade 4 & 5 AWC	25
Grades 6-8	28
Grades 9-12	31

(b) *Effective September 1, 2001*

In elementary schools where there is only one regular education class in a grade level, the School Department may exceed the class size maxima by one or two students. For one student over the class size maxima the teacher will receive \$1,500 and for two students \$3,000.

In secondary schools where there is a singular regular education course offering, the School Department may exceed the class size maxima by one or two students. For one student in excess, the teacher will receive \$300 per class and for two students, \$600 per class.

Compensation under this section will be on a pro rata basis and will be subject to retirement deductions.

(c) No compensation shall be owed for class size grievances resolved within fifteen school days of the filing of the grievance.

(d) In the event the maximum class size is exceeded, the building administrator and the classroom teacher will discuss in good faith appropriate educational solutions. These might include the assignment of a Para-professional to assist the teacher, a reduction in the teacher's nonteaching duties, insuring the teacher an overall average class size that is no more than 85% of the maximum, and similar measures. Ultimately, the classroom teacher may insist that the class size maximum be enforced.

(e) *Caseloads*

The maximum caseloads for “non-classroom” personnel shall be as follows:

Speech/Language Pathologists - Speech and language pathologists shall have a maximum average annual system wide caseload of one pathologist to forty-three (43) assigned students. The maximum individual caseload shall not exceed fifty-five (55). Effective 9/1/07, the BPS will increase its allocation of speech and language therapists by a net number of 2 in each year of the collective bargaining agreement that expires on August 31, 2010 for a total of six (6).

Occupational Therapists - Occupational therapists shall have a maximum average annual system wide caseload of one occupational therapist to thirty-four (34) assigned students. The maximum individual caseload shall not exceed forty-five (45). Effective 9/1/07, the BPS will increase its allocation of occupational therapists by a net number of three in each year of the Agreement that expires on August 31, 2010 for a total of nine (9).

Effective 9/1/07, BPS maintains flexibility to contract as needed in order to address compliance, caseload, leave, vacancies and any other unanticipated need not met by the staffing model in the preceding two paragraphs.

Physical Therapists - Physical therapists shall have a maximum average annual system wide caseload of one physical therapist to thirty-two (32) assigned students. The maximum individual caseload shall not exceed forty (40).

Guidance Counselors - The citywide ratio of Guidance Counselors shall be 1:300 (high schools); 1:400 (middle schools); and 1:250 (bilingual).

Nurses - The system wide ratio of school nurses to students shall be 1 to 700. No nurse will be assigned to more than two schools. In the 2007-2008 school year the School Committee shall add 0.5 Nurses for each exam school.

A joint union/management committee for Unified Student Services will establish a review for itinerants who believe they have inequitable caseloads.

## **2. Inclusion**

### *(a) Definition and Purpose*

Inclusion is moving a child or children with identified special needs into a general or regular educational setting for the amount of time deemed appropriate for the child's success.

To maximize student learning and effective teaching, the parties agree to the following provisions regarding the inclusion of SPED students into regular classrooms.

### *(b) Teacher Input*

Teacher members of the school-site inclusion planning teams shall be chosen by the school's faculty. Each Principal/Headmaster shall notify teachers of any inclusion plan to be implemented in their school during next school year prior to February 15, so that:

- teachers and paraprofessionals have an opportunity to plan and prepare for its implementation, and
- teachers who wish to may exercise their contractual right to excess themselves or transfer.

### *(c) SPED Placement*

Prior to assigning a student to a specific class for purposes of inclusion:

- (1) At elementary schools, in accordance with the regulations, the Evaluation Team Leader will convene a meeting of the Evaluation Team plus the SPED and/or regular education teachers who currently have the student and the regular education and/or SPED teacher who is to receive the student.
- (2) At middle and high school level schools, in accordance with the regulations, the Evaluation Team Facilitator shall convene a meeting of the

evaluation team, including the special education teacher and the regular education teacher who has been designated as the liaison teacher for the student in question. Teachers who volunteer to be liaison teachers will gather information and input from the other regular education teachers to bring to that meeting. They may use two of their administrative periods to perform this task.

- (3) When a student moves from an elementary school to a middle school or from a middle school to a high school, whenever possible, Cluster offices from the receiving school cluster will provide a transition person to meet with the sending school teams when they are preparing IEPs.

Decisions about classroom placement shall be made in those meetings in accordance with the regulations which govern placement.

- (4) The BPS Special Education Department will clarify in writing for all personnel the policies concerning progress reports, 504 plans, service plans, and the goals addressing the new standards, and any other policies regarding the implementation of special education and support programs.

(d) *Appeal of SPED Placement*

When a teacher has concerns about the placement of a student, that teacher shall make a request to the Principal or Headmaster to reconvene the team to reconsider the placement in accordance with the regulations. The evaluation team shall respond to the appeal within two weeks. If, upon reconsideration, the team finds the placement inappropriate, it shall present an IEP which contains an appropriate placement option to the parent.

(e) *Common Planning Time*

Whenever possible, teachers teaching in inclusion classrooms at a school site shall be scheduled so that they have joint planning time at least two periods per week to plan activities in the inclusion setting.

(f) *Class Size and Staffing*

At each school site, teachers, in consultation with the Principal or Headmaster, will decide how best to configure their inclusion classrooms. However:

- (1) In no instance shall an inclusion classroom exceed the ratio of 20 students to one teacher. The 20:1 ratio assumes a maximum of 6 SPED students, however, teachers in consultation with the Principal/Headmaster may exceed this maximum if they determine it is in the best interest of the students to do so.
- (2) The staffing of inclusion programs at all schools shall be in a ratio of one special education teacher to one regular education teacher where a full complement of 502.4 students are part of the student body.
- (3) The model currently in effect at the O'Hearn School shall be grandfathered and is not subject to this section.

(Note: The parties agree to continue the class size settlement outlined below in sections (4), (5), (6), and (7) as part of the 1997-2000 agreement.)

- (4) Article VA(2)(f) Class Size and Staffing of the parties 1994-97 collective bargaining agreement addresses the situation where two classes, one regular education and one special education, have been combined, resulting in an inclusion classroom. Schools which are adopting other models or other integration of classes must consult with their school site councils and follow the procedures for and obtain a waiver consistent with Article III C(4)d under school based management.
- (5) Schools which adopt an inclusion model which changes the way that resource rooms are configured or changes the way that resource room services are delivered must follow the procedures for and obtain a waiver through the school based

management provisions, referred to in paragraph 1 above. Classrooms with mainstreamed SPED students who continue to receive resource room services which are not changed by the school's inclusion plan will continue to fall under the provisions of Article V(A)1.

- (6) Schools are reminded that the planning process referred to in Article V A2(b) and (h) is vital to the success of any inclusion program.
- (7) Article V A2(g) Paraprofessionals and Other Support, ensures that the paraprofessional support assigned to the classes at a school will not be reduced as a result of the inclusion. The article neither entitles teachers to additional paraprofessionals as a result of inclusion, that is, more paraprofessionals than the number assigned to the students prior to inclusion, nor does it allow a reduction because of the inclusion model. Article V A2(g) gives schools flexibility in allocation of their paraprofessional support. Schools with inclusion models which vary from this must obtain a waiver through the school based management process.

(g) *Paraprofessionals and Other Support*

Principals/Headmasters, with input from the evaluation team, will decide how best to allocate paraprofessional support. In all inclusion classrooms to which 502.4 students are assigned, paraprofessionals shall be provided as well as other support required by that student's IEP.

(h) *Training*

- (1) **Teacher Training.** School-site inclusion planning teams shall meet with teachers teaching in inclusion classrooms at least twice yearly to determine what training, professional development, and support are needed. The Central and Cluster office personnel responsible for supporting inclusion shall arrange for such training to be provided.

- (2) Paraprofessional Training. School-site inclusion planning teams shall meet with paraprofessionals teaching in inclusion classrooms at least twice yearly to determine what training, professional development, and support are needed. The Central and Cluster office personnel responsible for supporting inclusion shall arrange for such training to be provided.

When appropriate, paraprofessionals shall attend professional development training designed to support the inclusion process.

(i) *SPED Teacher Retention*

No teacher shall be excessed or laid off as a result of a school-site inclusion plan.

- (1) Teachers who choose not to teach in an inclusion classroom may exercise their voluntary contractual right to excess themselves or to transfer.
- (2) Positions to be filled in inclusion classrooms shall be offered first to teachers and para-professionals in the affected classrooms, then to others within the school according to the terms of the contract.
- (3) Positions which are not filled by existing school staff shall be posted on the March transfer list and, if necessary, on the excess pool vacancy list, and on subsequent postings.

### **3. Scheduling and Teaching Load**

(a) *General Policy*

The teaching schedule and assignments of teachers shall be determined at the school level to meet the best interests of children. To facilitate various educational goals, including coordinated teacher planning and professional development, and consistent with sound educational policy, the length of classes, class size, staffing levels, and daily and weekly schedules of teachers and students need not be uniform.

Whatever master schedule (e.g., six period day, seven period day, block schedule) is in effect in a middle or high school for the 2000-01 school year shall remain in effect in subsequent years unless a new type schedule is approved through the waiver provisions under school-based management by a vote of 55% of the BTU staff.

The Arbitration concerning the schedule at English High School shall be held in abeyance until January 31, 2001, and the BPS and the BTU shall co-sponsor meetings at EHS to discuss scheduling issues.

(b) *Planning and Development Periods*

- (1) *Definition and Purpose.* "Planning and development periods" are those periods during which a teacher is not assigned to a regularly programmed responsibility. Planning and development periods shall be teacher directed and it is expected of teachers that these periods will be used primarily for educational planning, team meetings, and parental contact.
- (2) *Elementary Teachers.* All teachers in elementary schools, including specialists and itinerant specialists, will be scheduled for four 48-minute planning and development periods per week. No teacher shall be scheduled for more than two such periods per day.

Effective September 1, 1995, elementary teachers shall receive a 48-minute common planning period each week.

This common planning period may be used for such purposes as common planning time; group, cluster, or departmental planning; team teacher planning; meeting with mentor or consulting teachers; modeling of lessons by demonstration teachers; staff meetings; parent/teacher meetings; or workshops sponsored by the Center for Leadership Development.

Effective January 1, 2001 the weekly common planning period shall be administratively directed.

So long as SPED teachers continue to receive the SPED 96-minute administrative period, such period shall count as two (2) planning and development periods in compliance with this section (1).

A teacher not receiving any such period will be paid 1/5 of the per diem substitute teacher rate.

- (3) *Middle and High School Teachers.* All teachers in middle and high schools will be scheduled for 240 planning and development minutes per week. Teachers will have planning and development time each day and will be scheduled in blocks/periods of continuous time that are no less than 40 minutes in duration.

(c) *Administrative Periods*

“Administrative periods” are those periods during which a teacher is programmed for an activity other than teaching. “Homeroom classes” are those in which children assemble in the morning, during the school day, and at the close of the day for administrative purposes. The time involved is of short duration. Home room periods of other than short duration are considered administrative periods. Administrative periods shall be distributed as widely as possible among teachers not scheduled for teaching or other duties at a given time. Every effort shall be made to relieve a teacher of an administrative period if a teacher covers a class during one of his or her planning and development periods.

(d) *Normal Teaching Load*

In order to meet the new State Requirement of 990 instructional hours per year, the maximum teaching time at the secondary level shall be increased to 240 minutes per day. Teachers shall not be required to teach more than 160 minutes without a lunch break, planning and development period, or an administrative duty. Teachers shall receive a minimum of 240 minutes of planning and development time each week.

(e) *Duty-Free Lunch*

- (1) *Elementary Schools.* The parties agree to provide

for every elementary teacher an adequate duty-free lunch period of at least 40 minutes. This was and shall continue to be effectuated within a teaching day beginning at 8:30 and not extending beyond 2:30 p.m. with a 40-minute lunch period and a 15-minute recess. Elementary teachers' duty-free lunch will be held at regularly-scheduled lunch periods.

- (2) All secondary school schedules shall provide for a minimum of a twenty-five minute duty free lunch for teachers.
- (3) *Leaving School Premises.* Staff shall be permitted to leave the building during their duty-free lunch period with the approval of the Headmaster or Principal or Assistant Principal or Teacher-in-Charge.

(f) *Limits on Additional Work*

Except as otherwise provided in this Agreement, a teacher shall not be required to be present at a school for more than the regular working day for that level, unless they agree to do so voluntarily.

(g) *Cooperating Teachers*

Any teacher requested to accept a trainee shall have at least one week's advance notice, and may refuse.

(h) *Flexible Workdays for Non-classroom Professionals*

The Headmaster/Principal can develop a flexible work year or work day for Guidance Counselors, Librarians, or any other non-classroom professional so long as the bargaining unit member agrees.

#### **4. Relief from Non-teaching Tasks**

The parties agree that the present practice of requiring teachers to perform non-teaching tasks is uneconomical; further it has a deteriorating effect on the vitality and effectiveness of the teacher in the practice of his or her profession. It is therefore agreed as follows:

(a) *Elementary Schools*

The Committee and the Union recognize the desirability of relieving teachers of non-teaching duties such as lunch duty, traffic duty, duplicating of materials, collecting money for purposes such as milk, insurance, pictures and school banking. As a first step in effectuating these principles, the parties agree that elementary teachers shall have no bus duty before or after school.

b) *Middle Schools*

A person will not be required to perform street duty where police protection is considered necessary but it is not available. A person is not required to perform traffic patrol.

(c) Teachers relieved by school paras of administrative assignments shall not be assigned to teaching duties in lieu of such administrative assignments.

(d) No industrial arts, vocational education, or home economics teacher shall be required to perform work that is not part of the pupil instructional program or part of the teacher's job duties.

Teachers are encouraged to cooperate in meeting reasonable requests made with reasonable lead time prior to events related to school activities.

## **5. Teacher Assignment Procedures**

(a) *High and Middle Schools*

- (1) No later than February 1st, programming preference sheets shall be distributed to all teachers. Programming preferences will be honored to the extent consistent with the provisions of this Agreement. All preference sheets shall be returned by March 1. No later than ten (10) school days prior to the end of the school year, teachers shall be given the following information on their programs for the next school year:

- Subjects and grades of subject to be taught.

- Any special information about particular classes teachers may be required to teach and the grade and particular type of home room.

No later than five (5) school days before the end of the school year, teachers should receive their total program for the following school year, which shall include the periods and rooms where their assignments are scheduled. Programs may be considered subject to change if necessary because of changes in subject enrollments, faculty changes, or programming conflicts. Reasons for any such change shall be given by the Principal or Headmaster to any teacher affected. No teacher shall be required to teach out of certificate and no teacher will teach out of certificate if it prevents others from being appointed from the rated list.

A teacher may consent to teach outside of his or her primary program area to avoid being involuntarily excessed, provided the teacher is state certified and the assignment does not cause the layoff or prevent the recall of another teacher.

- 2) Whenever possible teacher programs should follow these guidelines:
  - Teachers shall be programmed so as to have a minimum of lesson preparations. Program requests of teachers shall be taken into consideration in determining this minimum. This policy shall be followed especially for beginning teachers and teachers having home room classes with maximum teaching loads.
  - Teachers should be assigned to teach in their area of certification.
  - There should be no more than three consecutive teaching assignments and no more than four consecutive working assignments except for teachers normally programmed for double periods.
  - The number of different rooms in which assignments occur should be kept to the absolute minimum.
  - Equitable standards should be applied within each school for exemption from home rooms and building assignments.

(b) *Elementary Schools*

No later than February 1st preference sheets shall be distributed to teachers. Teachers should indicate their preferences in order of priority of grade level and type of class, with the understanding that if an opening exists, such preferences will be honored where it is consistent with the educational needs and requirements of the particular school.

Teachers should be given an opportunity to discuss their assignment request with their principal. All preference sheets should be returned to the principal on or before March 1.

Where there is a vacancy and more than one qualified internal candidate desires the position, the principal or headmaster has the right to select an individual to fill a particular grade and/or assignment.

With regard to requests as to grade level or special assignments, teachers with the highest seniority should be given preference if the teachers' qualifications for the position are the same.

Looping at the Elementary Level: If the principal with a majority of the teaching staff at an elementary school adopts a "looping model," the principal shall be allowed to assign teachers to implement this program. Kindergarten classes will be excluded from any looping program.

(c) *Rotation*

The policy of equitable assignment of teachers for all teaching duties should be followed insofar as possible. The policy of equitable rotation of teachers for all non-teaching duties (including home room classes) should be followed insofar as possible, provided, however, no teacher shall be required involuntarily to perform a specific non-teaching assignment for a period in excess of two (2) school years.

On or before February 1, a list of all non-teaching assignments for which administrative periods are given in a teachers' program shall be posted in each school. These assignments may be applied for in the teacher's program preference sheet as herein provided.

An applicant for such a non-teaching assignment who

does not receive the assignment shall, upon his/her request, be given the reasons for not having been selected by the Principal or Headmaster.

(d) *Granting Permanent Status To Provisional Teachers:*

Principals will be required to make recommendations as to which provisional teachers they want to make permanent teachers by February 1st of each year. Principals will be notified by February 15th if their recommendations have been approved. The Superintendent shall make permanent appointment of provisional teachers by March 27<sup>th</sup>.

## **6. Project Promise**

(a) All Project Promise positions will be posted as more desirable positions under Article V(I)(2)(a) and filled by teachers who voluntarily apply and are selected.

(b) Faculty members in designated Project Promise schools who are interested in participating in Project Promise shall so inform their principals in writing. No such teacher shall be required to fill out a formal application or submit resumes, transcripts, or letters of recommendation.

(c) At any school which is designated a Project Promise type school as, for example, the Timilty and Thompson Schools in the 1986-87 school year, a teacher who does not apply for Project Promise or who applies but is not selected may be excessed or otherwise involuntarily assigned elsewhere in the system.

(d) *Hours*

Notwithstanding any contrary provisions of Article V(E), all teachers selected for Project Promise shall be required to work two hours beyond the regular work day on Monday through Friday and may be required to work three hours on Saturdays.

(e) *Work Schedule and Assignments*

The teaching schedules and assignments of Project Promise teachers shall be determined by the individual clusters established at each school; however, all Project Promise teachers shall be entitled to contractual provisions regarding

lunch time, administrative periods, and planning and development time.

(f) *Compensation*

The extra hours of work, Monday through Friday, shall be compensated at the contractual hourly rate and the annual salary of Project Promise teachers shall be increased to annualize this premium. Each Saturday actually worked will be paid at one-half the teacher's actual 'per diem' rate.

(g) No teacher will be laid off or denied recall rights as a consequence of the Project Promise program.

## **7. Summer Program**

A voluntary summer program may be available for students in certain of the Boston Public Schools. The purposes of the summer program shall include enrichment of the educational experience of students, to provide opportunities for student remediation, to integrate work and community service opportunities with educational experience, and to allow for greater opportunities for sports, arts, and vocational education.

The School Department shall determine the summer program curriculum, all aspects of operation and administration of the program, including employment in the program, salary, hours, and conditions of employment. Employee participation in the summer program shall be voluntary. Selection of employees shall be as determined by the Department.

## **8. Hiring of Substitutes: Class Coverage**

(a) Teachers having an instructional program who are allowed to attend an educational convention, or are called for a full-day professional conference or meeting by the Superintendent or a vote of the Committee, shall be relieved by a per diem substitute and the teacher shall be compensated.

A teacher shall lose no compensation for participation in case conference(s), home visit(s), attendance at council meeting(s), or attendance at any other approved meeting(s) which take one-half (1/2) or more of the day.

(b) It is the policy of the Committee that substitutes shall be hired to cover classes of regularly assigned teachers when they are absent.

(c) In the event the Committee after a good faith effort is unable to hire a substitute for a classroom teacher who regularly works with a paraprofessional, that paraprofessional may be requested to serve as a substitute teacher under the following conditions:

- (1) The paraprofessional has a teaching certificate or ten or more years of service.
- (2) The paraprofessional is requested to substitute only in those classes in which he or she normally works.
- (3) The paraprofessional is paid \$6.00 per hour in addition to his or her regular salary.
- (d) The Department will make a good-faith effort to hire a substitute when a regularly assigned nurse is absent for more than one day. In any event, a substitute will be provided whenever a nurse is absent for three or more days.

## **9. Final Records: Marks**

### (a) *Elementary Schools*

No final records will be required of teachers until May 1st for Grade 5, and 15 days before the close of school for all other grades.

### (b) *Middle Schools*

Final marks shall not be required of any teacher before May 1st for Grade 8, and 15 days before the close of school for Grade 6 and 7.

### (c) *High Schools*

The number of marking periods for all schools shall not exceed five (5) in number. Final marks shall not be required of any teacher before May 1st for seniors, and 15 days before the close of school for other students.

### (d) *Other*

- (1) Marks may be subject to change if the teacher submits the request in writing to the principal or headmaster.

- (2) Grades for all high school and Latin School students shall be recorded by the data processing method and no teacher shall be required to record numerical grades on duplicate records at the school.
- (3) A joint Union/Management Committee shall be established with the specific goal of developing a program for the computerization of elementary report cards and all other elementary student records. The committee shall be appointed by the Steering Committee no later than December 1, 2000, and the recommendations of the committee on computerization shall be due by May 1, 2001. It is the goal of the Union and the School Department to provide for the computerization of elementary report cards and records by September, 2001.

(e) *Submission Deadline*

Teachers at all levels shall have at least 2 school days following any week long vacation to submit their students' marking term grades and attendance reports (scanner sheets), making them due no earlier than noon on the Wednesday following the vacation.

**10. Goals (Effective 9/1/2007)**

(a) Unit Finals, Assessments

All teachers required to input assessment data of any kind on any section of MyBPS or in spreadsheet form at the school or central level, but especially math end of unit tests, mid-year and final tests shall be provided time during the work day that does not conflict with the teachers P&D or lunch to input student data that results from these or other assessments. Otherwise this task is completely voluntary and at the teacher's own discretion.

(b) Official School Department Tests

All BPS and official school tests must be printed, collated and stapled in a timely manner prior to the need to distribute, and sufficient copies will be provided to teachers.

(c) Grades, Inputting of Data

Grades and warning notices for all high school and Exam School students shall be recorded by the data processing method and no teacher shall be required to record numerical or letter grades or comments on duplicate records at the school.

## **11. Scholarship Standards**

The parties agree that a continuing study will be given to suiting the curriculum to the student and developing optimum teaching-learning conditions. The following are recommended:

- (a) Extension of the academically talented program in the Middle Schools.
- (b) School rules for dismissal for athletic events will be enforced.
- (c) Class interruptions for notice or other matters shall occur only when necessary.
- (d) Out of district students shall not be admitted if overcrowding results.
- (e) Teachers and assistant headmasters (subject areas) shall receive notice when a curriculum committee is to be established. Teachers will have an opportunity to submit recommendations to their curriculum committee.

Proposed major revisions in curriculum will be made available to teachers through their council or school representative in their area of education for their comment before such revisions are adopted.

- (f) A joint committee shall be established to develop a curriculum guide for the extended day Kindergarten program.
- (g) *Individualized Benchmark Testing* Effective September 1, 2004, all elementary teachers for grades K2 - 3 will be provided with substitute teacher coverage while administering individualized benchmark testing. These teachers will receive substitute coverage for the equivalent of two days- the equivalent of one in September and the equivalent of one in June-per teacher per year. The substitute will be compensated

at the rate of \$15.00 per hour. The union will facilitate the hiring of retired teachers and others for this purpose. But if a regular substitute teacher is used, he/she will be paid in accordance with the collective bargaining agreement

## **B. Special Groups**

### **1. Kindergarten and Pre-Kindergarten**

(a) The schedule of student morning arrival and length of school day for the kindergarten and pre-kindergarten teachers shall be no longer than that for the rest of the staff in an elementary school. The School Department will use its best efforts, subject to programming needs, to reduce the distance between schools for K1 and K2 teachers assigned to two schools.

(b) All administrative policies on kindergarten and pre-kindergarten teachers shall be made available to teachers and principals.

(c) Classes for kindergarten students shall not commence until the Monday following Labor Day.

(d) Involuntary traveling assignments for all K1 and K2 teachers will be made in reverse order of seniority.

(e) For the 2000-01 school year the School Department shall hire one paraprofessional for every two K2 classrooms. For the life of this contract (2007-2010), a fulltime paraprofessional will be assigned to all K0 and K1 classes.

### **2. Teachers of Music**

(a) Teachers of Music who qualify shall be permitted to rate for the position of Supervisor of Music/Arts Education.

(b) No member of the Music Department instructional staff may be required to participate in professional conferences or other activities sponsored by any teacher organization.

### **3. Industrial Arts and Home Economics Teachers**

When a qualified Industrial Arts or Home Economics substitute is not available, the shop is to be closed.

#### **4. Guidance Counselors**

(a) The School Department shall maintain a single list of guidance counselors that includes all permanent guidance counselors and former guidance advisors, and the term “guidance advisors” shall not be used. This merged list shall be ranked by total years of service in the Boston School system and used for determining layoff, transfer, excessing, and all other appropriate purposes under this Agreement.

(b) A joint Union/Management Committee shall be established for Guidance Counselors.

(c) All bilingual guidance counselors shall have the same transfer and assignment rights as all other guidance counselors to “regular” guidance positions.

(d) Effective 9/1/2007, the school department shall provide opportunities for guidance counselors to earn PDPs through workshops.

#### **5. Vocational Education Teachers**

When a qualified Vocational Education substitute is not available the shop is to be closed.

Effective 9/1/2007, a citywide task force shall be set up to look at the various specific needs of the vocational programs in Boston.

#### **6. Coaches**

(a) Employees serving in coaching positions prior to September 1, 1980 shall be grandfathered in such positions which shall not be posted annually, provided, however, on and after September 1, 1981, no person may hold more than two (2) coaching jobs.

Any person holding more than two (2) coaching jobs prior to September 1, 1981 shall, prior to April, 1981, choose the two (2) coaching jobs he/she wishes to keep; any coaching job not so chosen will be posted under paragraph (b).

An employee will lose grandfather protection based on

an “unsatisfactory” evaluation rating of his performance as a coach.

(b) Coaching vacancies arising after September, 1980 shall be for a term of one year only, notwithstanding any contrary prior practice, and shall be reported annually.

(c) (1) All coaching positions shall be filled by qualified members of the teachers’ or paraprofessionals’ bargaining unit, except as provided in sections (2) and (4) below.

(2) If no bargaining unit member applies for a specific coaching position or if the only applicant or applicants have previously been rated unsatisfactory as a coach, the School Department may hire a coach from outside the bargaining unit. Such positions shall be reposted the following year and the incumbent shall be eligible for reappointment as long as there is no break in service.

(3) Any coach who is promoted out of the bargaining unit shall not retain his or her coaching position.

(4) Non-bargaining unit members who coached during the 1985-86 school year shall remain eligible for reappointment to a coaching position in the same sport in the same school.

(5) New coaching appointments shall be recommended by the personnel subcommittee of the School Site Council at each school.

(d) Coaches shall be evaluated annually by the Principal/Headmaster in consultation with the Athletic Director.

(e) The parties, having a joint interest in exploring options for expanding and maximizing the quality and depth of the school system’s athletic programs through collaboration with the nonprofit Boston School Sports and Fitness Corporation (“BSSFC”), agree to maintain a Coaches Committee composed of four (4) representatives of the School Department appointed by the Superintendent, four (4) coaches appointed by the Union, and two representatives appointed by BSSFC.

This Coaches Committee shall continue to meet and make recommendations relative to coaches' issues. The Coaches Committee's recommendations shall be considered by the Steering Committee.

## **7. Swimming Instructors**

This Section defines the full agreement between the parties concerning swimming instructors.

### **(a) *Salaries***

Swimming instructors will be paid according to the teachers' salary schedule and advance annually to the next higher step, except that the salary of a swimming instructor without teacher certification shall be capped at Step 5.

### **(b) *Layoff and Recall***

The layoff and recall procedures for swimming instructors will be that specified in Article V(L) of this Agreement. For that purpose, swimming instructors shall be considered as a separate program and certification area.

### **(c) *Fringe Benefits***

Swimming instructors will receive health and welfare fund, sick leave, group health insurance, military and reserve leave, and maternity leave under this Agreement, and personal leave as provided under the Paraprofessional's Agreement.

### **(d) *Union Dues and Agency Fee***

The Committee will make payroll deductions for Union dues or agency service fees for swimming instructors who sign a payroll deduction authorization. All non-members shall pay an agency service fee in lieu of dues as a condition of employment in the manner provided by law. The Union will indemnify the Committee against any costs as damages by reason of implementing this section.

### **(e) *Discipline and Discharge***

No swimming instructor who has served a probationary period in excess of thirty (30) school days shall be disciplined or discharged except for just cause.

(f) *Grievance and Arbitration Procedure*

Grievances as defined in this section 7 will be processed through the grievance and arbitration procedure under Article X of this Agreement.

**8. School Based Evaluation Team Facilitators and Citywide Evaluation Team Facilitators**

(a) This section (a) incorporates the terms of the predecessor memorandum of agreement on ETLs and the side letter of May 6, 1980 which supplemented that agreement, as well as the agreement between the parties regarding SPED reorganization dated July 14, 1998.

The Settlement Agreement regarding SPED Reorganization ratified in the summer of 1998 shall be incorporated into this agreement with the following change: "There shall be equitable access to computers and printers for all ETFs."

- (1) The title of ETL now changes to School Based Evaluation Team Facilitator and Citywide Evaluation Team Facilitator. The job description for both positions are contained in the July 14, 1998 agreement.
- (2) *Selection of New ETFs.* The selection of new ETFs will be governed by Section V(I)(2)(a) of this Agreement (or its successor). A requirement that all new ETFs must have the Generic Teacher Certification is understood to be in full compliance with the next to last sentence of said Section V(J)(2)(a). All persons employed as ETFs on the date of the predecessor memorandum of agreement on ETFs who on a form provided by the department made a career election as ETLs are career grandfathered as ETFs without Generic Teacher Certification.
- (3) *Transfers.* Article V(J)(1) is understood to permit a transfer from a District to a District or to a Private School ETF position or vice versa.
- (4) *Excessing.* School-based and private school ETFs will be excessed from a district or from the cen-

tral office by seniority. Upon such excessing in the absence of an ETF vacancy, an ETF will be placed in the excess pool within his/her former certification area under Section V(J), with full seniority rights vis-à-vis other teachers in the excess pool in the same certification area.

- (5) *Supplies.* All supplies shall be made available to the Evaluation Team Facilitator at each school he/she services.
- (6) *Manuals.* Evaluation Team Facilitators will be supplied with a copy of all manuals that may be published or updated by the Department of Special Services.
- (7) *Clerical Assistance.* The School Department will continue its policy of making one clerical aide available to each ETF. The primary service of this clerical aide will be to assist the ETF, provided this does not restrict the right of the Department to assign the clerical aide to other duties.
- (8) *Salary and Work Year.* ETFs shall be paid under the teacher salary schedule. The work year for ETFs shall be the teacher work year. In addition thereto, ETFs may be allotted summer work to be compensated at the contractual hourly rate and to be scheduled cooperatively by the District Coordinator and the ETFs in each district, with such scheduling to be completed by July 15.
- (9) *Caseload*
  - (1) The caseload for Citywide Evaluation Team Facilitator shall be 160. Cases in the citywide ETF caseload shall be counted as one.
  - (2) The caseload for the School Based Evaluation Team Facilitator shall be defined as a range of 85 - 110 students based on the following formula:

$$\text{Caseload} = B + C$$

B = 1/2 of the number of students prototyped

as 502.1 through 502.11B (including integrated prototypes), assigned to the school. C = 1/6 of the number of students prototyped as 502.4, 502.5, integrated prototypes and 504 reasonable accommodation, assigned to the school as of April, plus any classes assigned over the summer preceding the school year. For the first year of this agreement 504 reasonable accommodations will be counted monthly.

- (3) The caseload for the private school evaluation team shall be defined as a range of 85 - 110 students based on the following formula.

$$\text{Caseload} = B + C$$

B = 1/2 of the number of students prototyped as 502.1 through 502.11B including integrated prototypes, assigned to the private school ETF. C = 1/6 of the number of students prototyped as 502.5, 502.6, integrated prototypes assigned to the private school ETF.

Private school ETF's will no longer be assigned original referrals from early intervention centers. These cases will be assigned to citywide evaluation team facilitators. Two additional citywide evaluation team facilitator positions will be established. The primary responsibility of these two citywide ETF's for the 1998-99 school year will be to serve early intervention centers. Any excess private school ETF's will participate in the reassignment pool for school based ETF's.

- (b) *Cumulative Effect.* Referrals under the formula will be cumulative throughout the work year, except that the formula will be used to reflect the reduction of a student who leaves a school or who returns to regular education during the work year.

In like manner the formula will be used to reflect the reduction of a student who leaves a school or who returns to regular education during the work year.

- (10) Effective the date of this agreement all individuals currently serving as ETF's who have served as ETF's at least 50% of the time for two out of the last ten years will be granted an alternate program area as ETF.
- (11) School based ETF's will not be assigned to more than three schools. School based ETF's will not be required to chair student support teams at more than two schools. Effective 9/1/2007, no ETF shall be required to chair more than two Student Support Teams.
- (12) The School Department is committed to providing a computer and printer in at least one of the schools in an ETF's assignment as expeditiously as possible.
- (13) *Training.* There will be an extensive professional development program for all ETF's beginning in the 1998-1999 school year. This program will be developed in consultation with the joint labor management committee. School based ETF's will have the opportunity to participate in training programs being offered to citywide ETF's.
- (14) Further Provisions Concerning Private School ETFs.

(a) *Office Location.*

At the beginning of each school year, the Associate Director of the Evaluation Team Unit ("ETU") will assign each private school ETF to an office location in a school or district office.

(b) *Schools and Facilities Assigned.*

At the beginning of each school year and during the school year as may become necessary, the Associate Director of the ETU will assign or reassign private school ETFs to the schools and facilities they will serve. Factors to be considered in such assignment include but are not limited to the following:

- proximity of schools and facilities to minimize travel;
- equitable distribution of the number of students assigned apart from the number of schools and facilities;
- preference of ETFs for working with particular disabilities.

(c) *Evaluation.*

The Associate Director of the ETU will be responsible for the evaluation of private school ETFs. However, they may be assisted by other personnel designated by the School Department (who are not members of the bargaining unit).

(d) *Supplies.*

Supplies for private school ETFs will be made available by the Associate Director of the ETU.

(e) *Salary.*

Private school ETFs shall be paid under the teacher salary schedule.

(15) *Generic Teachers.*

During the successor agreement, the number of ETFs employed as of the date of the side letter will not be reduced as a consequence of any increase in the number of generic teachers employed as of the date of the side letter.

- (a) No ETFs shall be scheduled to perform teaching duties.
- (b) The SEIMS Arbitration Settlement agreement (Appendix C) of April 8, 1985 is incorporated into this contract.
- (c) The system wide ratio of ETFs assigned to public school to their students shall be 1:140 for the duration of this contract. Additionally, a joint Union-Management committee shall deal with the following issues:

- equitable assignment of ETFs;
- review of the current caseload formula;

- non-ETFs performing ETF work;
- any other issues that the committee deems appropriate.

The Committee shall consist of four ETFs, appointed by the Union, and three administrators appointed by the Superintendent. Decisions of this committee shall be made by majority vote with the responsible administrator voting with the majority.

## 9. Department of Implementation Personnel

Assignment Transfer Specialist:

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>2/1/2008</u>	<u>9/1/2008</u>	<u>2/1/2009</u>	<u>9/1/2009</u>	<u>2/1/2010</u>
	75,995	78,275	78,875	81,241	82,053	84,515	85,360
After 8 years	79,403	81,785	82,385	84,857	85,706	88,277	89,160

Transportation Officer, Publication Specialist and Program Information and Monitoring Specialist:

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>2/1/2008</u>	<u>9/1/2008</u>	<u>2/1/2009</u>	<u>9/1/2009</u>	<u>2/10/2010</u>
	66,303	68,601	69,201	71,277	71,990	74,150	74,892
After 8 years	70,012	72,112	72,712	74,893	75,642	77,911	78,690

Information Officer, Operations Assignment Coordinator, Log Officer, and Assistant Transportation:

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>2/1/2008</u>	<u>9/1/2008</u>	<u>2/1/2009</u>	<u>9/1/2009</u>	<u>2/10/2010</u>
	57,097	58,810	59,410	61,192	61,804	63,658	64,295
After 8 years	60,505	62,320	62,920	64,808	65,456	67,420	68,094

### (b) *Length of the Work Year*

The work year shall be 12 months, but not to exceed 215 workdays. Vacation days will not be scheduled between the first Monday in August and October 1.

### (c) *Length of the Work Day*

The regular workday shall be 6 hours and 55 minutes (exclusive of lunch).

### (d) *Overtime*

Effective July 1, 2007, group III will no longer be entitled to compensatory time-off. However, any compensatory time-off accrued prior to July 1, 2007 will be valid. Overtime hours will be compensated at the contractual hourly rate.

(e) *Health and Welfare Fund*

Department of Implementation personnel in the teachers bargaining unit will be included under the provisions of Article VIII(O) of this Agreement.

(f) *Discipline and Discharge*

Department of Implementation personnel who have completed sixty (60) days shall not be disciplined or discharged without just cause.

(g) *Right of Return*

An employee of the Department of Implementation who may be laid off from a position and who was formerly a permanent teacher in the bargaining unit will be placed in the teacher excess pool. All years spent in the Department of Implementation will count towards seniority.

(h) *Assignment with Salary Groupings*

Department of Implementation personnel within the same salary grouping may be assigned as needed to any position within that grouping.

(i) *Additional Rights and Benefits*

Department of Implementation personnel shall have all rights and benefits of this teachers' Agreement.

(j) *Layoff and Recall*

Layoff and recall shall be by seniority by job title.

**10. Investigative Counselors**

(a). *Salary*

Investigative Counselors:

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>2/1/2008</u>	<u>9/1/2008</u>	<u>2/1/2009</u>	<u>9/1/2009</u>	<u>2/10/2010</u>
	65,055	67,007	67,607	69,635	70,331	72,441	73,165
After 8 years	68,385	70,437	71,037	73,168	73,900	76,117	76,878

(b) *Length of Work Year*

The work year shall be the regular school year plus twenty-two (22) days.

- (1) Summer work assignments shall be scheduled cooperatively by the responsible administrator and the investigative counselors; the summer schedule shall be completed by June 1 of each year.
- (2) No investigative counselor shall be required to work during school vacation weeks.

(c) *Length of Work Day*

The regular work day shall be eight (8) hours and 10 minutes, inclusive of lunch.

(d) *Overtime*

Compensatory time-off on an hour-for-hour basis shall be granted for the first thirty (30) hours of overtime worked. Overtime hours in excess of 30 hours shall be compensated at the contractual hourly rate.

(e) *Health and Welfare Fund*

Investigative counselors shall be included under the provisions of Article VIII(P) of this Agreement.

(f) *Discipline and Discharge*

Investigative counselors who have completed sixty (60) days shall not be disciplined or discharged without just cause.

(g) *Right of Return*

Investigative counselors who may be laid off and were formerly permanent teachers or paraprofessionals in the Boston Public School system will be placed in the appropriate excess pool. All years spent as an investigative counselor will count towards seniority.

(h) *Additional Rights and Benefits*

Investigative counselors shall have all rights and benefits of this Agreement.

## 11. Supervisors of Attendance

All relevant provisions of this Agreement shall be applicable to Supervisors of Attendance except: Article VIII(A)-(F), (G)(5) and (N); Article V(A)(1)-(5), (A)(7), (B)(1)-(10), (B)(12)-(13), (E), and (F).

The following provisions of the 1986-89 Supervisors of Attendance Contract shall be retained:

- Appendix A except for paragraph 4;
- Article III with modifications to Section A through D as agreed herein.

### (a) *Salary*

Supervisors of Attendance shall be compensated based on the Group I salary schedule.

### (b) *Health and Welfare Fund*

Supervisors of Attendance shall be included under the provisions of Article VIII(P) of this Agreement.

### (c) *Career Award*

Supervisors of Attendance shall receive career awards in accordance with Article VIII(N) of this Agreement.

### (d) *Work Day*

Same as 1996 - 1997, plus 10 minutes.

### (e) *Work Year*

The Supervisors of Attendance shall work each day scheduled in the school calendar, except snow days, normal school holidays, and school vacations. Supervisors of Attendance shall work the ten normal work days (Monday-Friday) immediately after or immediately prior to the regular teacher work year to perform attendance-related duties as needed.

The Supervisors of Attendance will continue to perform job-related activities such as court appearances, visita-

tion, etc., outside the normally scheduled work day and year including evenings, Saturdays, and vacation days.

(f) *Assignment*

The parties agree that:

- (1) Each Supervisor of Attendance shall be assigned to a cluster office;
- (2) Each Supervisor of Attendance shall be responsible for a geographic region of the city; and
- (3) The court liaison Supervisor of Attendance shall have Citywide responsibility.

(g) *Transferring, Excessing, and Layoff*

The Supervisor of Attendance shall be included in the appropriate sections of this teachers' contract for the proposes of transfer excessing, and layoffs.

(h) *Work Space*

Each Supervisor of Attendance shall be provided an adequate work station in the cluster office (including access to a telephone and a secure filing cabinet) to perform work and to maintain records.

(i) *Performance Evaluation*

Supervisors of Attendance shall be evaluated by the appropriate Cluster Leader or designee on the evaluation form entitled Supervisor of Attendance using procedures as outlined in Article V(G) of this Agreement.

(j) *Meeting*

Supervisors of Attendance shall meet monthly with a designated central office administrator for the purpose of reviewing work-related issues.

(k) *Grievance/Arbitration*

Same as that delineated in Article X, except: Step 1: Cluster Leader or Designee

Step 2: Office of Human Resources Step 3: Superintendent or Designee

(l) *Right Of Return*

Supervisors of Attendance who may be laid off and were formerly permanent teachers or paraprofessionals in the Boston Public School system will be placed in the appropriate reassignment pool. All years spent as a Supervisor of Attendance in the Boston Public School system will count towards seniority.

(m) *Discipline and Discharge*

So long as Supervisors of Attendance remain in Civil Service, discipline and discharge procedures shall be under Civil Service laws, regulations, and procedures as amended by Chapter 613. Supervisors of Attendance who have completed six (6) months shall not be disciplined or discharged without just cause. The grievance arbitration provisions of Article X shall apply to those employees who have successfully completed six (6) months of employment with the Boston Public Schools.

(n) *Substitute Coverage*

The School Department shall make every effort to provide substitute coverage for any Supervisor of Attendance who is absent for more than five consecutive work days.

## **12. Nurses**

1) The parties agree to incorporate the Nurses Agreement in effect at the time of this Agreement and dated August 30, 1993. The parties further agree that notwithstanding anything in this Agreement or the prior contract to the contrary the system wide ratio of nurses to students shall be 1 to 700. A joint labor management committee of four administrators appointed by the Superintendent and four nurses appointed by the BTU shall be established. The first objective of this committee shall be to develop a workable coverage plan for absences. No nurse shall be assigned to more than two schools.

2) Student nurse observers shall be assigned to nurses who agree to have them. The colleges and hospitals sending them

should be asked to send appropriate lecturers to School Nurse In-Service Programs.

3) The School Department shall provide the kind of training which is required by the Department of Education, e.g., CPR and first aid training, to nurses at no cost during regularly scheduled professional development time.

4) In School Year 2007-2008 nurses will be able to substitute professional Continuing Education Units (“CEU”) for 6 hours of the professional development hours discussed on p. 80 (#10) of this contract. The six (6) hours shall be used for CPR training. In School Years 2008-2009 and 2009-2010 nurses may substitute up to 9 hours for professional development for this purpose if the Joint Labor Management Committee deems this necessary. At least six (6) hours shall be used for CPR training. The CPR/First Aid certification renewal class shall take place on the workday following the Christmas vacation.

5) Effective 9/1/2007, there shall be a minimum of 6 Health Paraprofessionals in each year of this contract that expires on August 31, 2010.

### **13. 636 Coordinators**

Layoff and recall of 636 Coordinators shall be by seniority.

### **14. Clinical Coordinators**

Effective September 1, 1994, clinical coordinators will be placed on the Group I salary grid plus 10% for the eleventh month.

### **15. All Itinerant Service Providers:**

(School Psychologists, Pupil Adjustment Counselors, Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Adaptive Physical Education Teachers, Vision Teachers).

(a) At least one of the all day professional days each school year shall be planned and implemented by the joint union/management committee for the Itinerant Service Providers.

One half of all contractually required professional development time will be allocated for centralized professional development for all itinerant service providers, including school psychologists, pupil adjustment counselors, speech/language pathologists, occupational therapists, physical therapists, nurses, and evaluation team facilitators.

(b) The mileage rate for reimbursement shall be at the IRS rate. School Psychologists and Pupil Adjustment Counselors shall be given the option of receiving a yearly payment of \$600.00 as reimbursement for mileage and auto expenses or filling out monthly mileage statements and receiving full reimbursement for documented mileage. There shall be no cap on the number of miles allowed as long as they are documented.

Individuals who opt for the lump sum \$600.00 payment shall be reimbursed in addition to the \$600.00 for mileage outside the City of Boston.

(c) The School Department will provide the testing kits and other protocols to all itinerant service providers. In addition, each provider will receive \$150 in year 2003-2004, \$175 in year 2004-2005, and \$200 in year 2005-2006 of the contract. These funds will be allocated to the primary school of the provider and the provider shall order and receive materials through the school (except that for school psychologists funds will be distributed through their department.)

(d) With the School Department approval of subject matter and provider, fifteen (15) contact hours of continuing education shall equal one (1) in-service credit for nurses, speech and language pathologists, school psychologists, pupil adjustment counselors, guidance counselors, occupational and physical therapists, vision teachers and, effective 9/1/2007, clinical social workers.

(e) For the group listed in the heading above a joint Union/Management Committee shall be created consisting of seven (7) union members appointed by the Union and seven (7) administrators appointed by the Superintendent.

(f) All occupational and physical therapists shall be provided documentation e.g. therapists logs or equivalent, once a year, of the number of students who have received services and the number of FTE therapists.

(g) All occupational therapists, physical therapists, Speech and Language Therapists, School Psychologists, Nurses, Adaptive Physical Education Specialists, Vision Teachers, and Social Workers will be reimbursed for their application and testing fees for National Board Certification. This reimbursement will be distributed upon successful completion of their respective national approval. From September 1, 2006 to August 31, 2010, the budget for this program will be \$15,000.

(h) Effective 9/1/07, a separate yearly budget will be allocated for the related service provider disciplines (including but not limited to, occupational, physical and speech and language therapies, vision services, psychology, adapted physical education, Guidance Counselors, Student Support Coordinators, and nurses), for planning and implementation of relevant professional development to satisfy contractual professional development requirements. The total budget will be \$15,000 for each of the following school years: 2007-2008, 2008-2009, 2009-2010. The funds will be divided proportionally among the different groups. The BTU and administrative members of the joint union management committee will plan the allocation of these funds for discipline specific professional development. The BTU will provide space for the meetings to be held.

## **16. Student Support Coordinators**

A joint Union/Management Committee shall be established for Student Support Coordinators. Effective 9/1/07, a joint Union/Management Committee shall be established for Clinical Social Workers.

## **17. Tech Support Personnel**

Stipends received by Tech Support Personnel for Tech Support work shall be subject to retirement deductions.

## **18. Performing Arts Teachers**

Effective September 1, 2005, performing Arts teachers, including theater, music, dance, drama, and choral group teachers, who conduct regular after school rehearsals and prac-

tices culminating in final productions and/or festivals shall be compensated for such after school time with a stipend of \$1,600.00 per year.

## **19. Reading Recovery Teachers**

Schools can choose Reading Recovery Teachers from applicants who are licensed as reading teachers or elementary or both so long as no reading teacher is currently on lay off and provided the teacher successfully completes the Reading Recovery Training.

## **20. JROTC**

There will be a Joint Labor/Management Committee for JROTC that will submit a recommendation for this program by July 1, 2007.

## **C. Alternative Service Providers**

### **1. Educational Contracts**

Before the School Department enters into any outside educational contracts that directly affect the teaching-learning situation in the classroom, the contract shall be submitted for discussion by the Steering Committee.

Prior to the bringing of any grievance resulting from such a contract to arbitration, the Union shall submit the dispute for consideration by the Steering Committee. If within thirty (30) days of its presentation the Steering Committee reaches a decision on how to resolve the grievance, it shall be considered resolved and shall not be appealable to arbitration.

### **2. Volunteers**

The Union shall continue its policy of not filing grievances against the use of volunteers in the school system, provided such volunteerism does not result in the layoff of or failure to recall any member of the bargaining unit, nor the excessing of any member of the bargaining unit from a school that has not adopted shared decision-making.

Notwithstanding any other provision of this Agreement

or prior arbitration decisions affecting voluntary programs as defined herein, the School Department may make any contract or arrangement for the provision of voluntary programs or services which enhance the educational output of the schools with organizations or individuals who are not part of the bargaining unit, provided that such contracts or arrangements have the effect of augmenting services and personnel rather than replacing them, and provided further, that such contracts or arrangements shall not result in the layoff or excessing of unit personnel or preclude the recall of unit personnel. The term "voluntary" as used in this paragraph means that the School Committee shall not pay directly or indirectly for the services or programs.

#### **D. Affirmative Action**

The parties agree that in situations where the School Department is under a Federal Court Order to reach a specified percentage of black or other minority teachers by a time certain, such compliance shall be attained through annual incremental progress. In situations where the percentage of black or other minority teachers within a school building is significantly less than the system-wide percentage for that particular level, the Union and the Department will jointly identify schools in need of such effort and will develop an agreed-upon procedure to address this problem.

The School Department will advertise and target all bargaining unit positions at the examination schools for minorities until those schools meet their court-ordered percentages for minority representation on the faculty. Circulars will clearly state that these procedures are undertaken to comply with federal court orders. The Union agrees not to grieve these postings.

The School Department agrees that if it is unable to reach the court-mandated percentages of minority faculty by the 1990 deadline, it will not undertake involuntary excessing to meet the goals at that time. Instead, both parties agree to petition the court for an extension of time to achieve compliance.

The School Department will identify schools where minority representation among teachers is significantly less than the systemwide percentage for that particular level and will work in cooperation with the Union and the School Cite Council (or Principal/ Headmaster if there is no School Cite Council) to increase that percentage.

## **E. Length of School Year/School Day and Calendar**

### **1. Length of School Year**

#### *(a) In General*

1. Effective for the 1997-1998 school year and thereafter, the work year of teachers, other than new teachers who may be required to attend three (3) days of orientation, will begin the day after Labor Day and will terminate no later than June 30, but will in no event exceed one hundred eighty-three (183) days. The “work year” will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, in-service training days, curriculum development days, and any other days on which teacher attendance is required.
2. The three days in excess of the 180 days required by law shall be scheduled on the school calendar (or any revision thereof with appropriate notice) during the work year, but not on a day on which pupils are scheduled, and not on a Saturday, Sunday, or holiday, or during a normal intercession. These additional three days shall be used for in-service training, curriculum development, or other programmed professional purposes.
3. The Union shall be allowed to participate in orientation programs for new teachers.
4. The teacher and paraprofessional work year will begin the day after the Labor Day holiday. The activities for the first thirty minutes of this first day will be determined at the discretion of the building administrator. Teachers and paraprofessionals will spend the remainder of the first day organizing and preparing their classrooms. The activities for the first thirty minutes of the second day will be determined at the discretion of the building’s union representative. Teachers will spend the remainder of the second day engaged in professional development.

5. The student year will begin on the Thursday after Labor Day.
6. Classes for kindergarten students shall not commence until the Monday following Labor Day.
7. Eighteen hours of professional development activities beyond the regular school day hours shall be scheduled annually. These eighteen hours shall focus on advancing the goals and objectives of the individual school's Whole School Improvement Plan.

For all professional development hours, the ILT in each school shall hold a meeting with the faculty each April to solicit ideas for the content of professional development in the following school year.

8. These eighteen hours shall be scheduled with the approval of the administrator and a majority of the faculty. The vote of the staff on adopting the professional development schedule will be conducted jointly by the BTU Building Representative and the administrator. The vote shall be by secret ballot with five days notice to the staff. Professional Development scheduling, with the approval of the Headmaster/Principal, can be done by subject area, grade level, or other groupings of common education interest.
9. Professional development schedules should be finalized by the end of the preceding school year. For the 1997-98 school year this deadline will be extended to October 15th if necessary. If the administrator and the faculty fail to agree on a professional development schedule, three six-hour professional development days shall be added to the end of the school year.
10. Teachers shall be required to participate in eighteen hours of professional development plus one full day of professional development which shall be scheduled on the work day following the Christmas vacation or the April vacation, at the discretion of management. This full day of professional development may be converted to pro-

professional development hours by a majority vote of the faculty. Teachers will receive a PDP certificate at the end of the school year for all time spent in professional development activities. Teachers may combine PDP activities year-to-year to comply with state requirements.

The professional development schedule for a school year shall be finalized before the end of the previous school year and the schedule shall be distributed to the staff. In the event that more than 25% of the staff is new to the building the following September, the faculty may re-vote. The vote must be completed by 9/15. The vote will be held by secret ballot with five days' notice to staff.

11. If a principal/headmaster so determines the need, up to ten additional hours of professional development can be required for the whole staff or some portion of the staff. The teachers required to engage in this professional development will schedule these hours and the principal/headmaster will determine the content. Teachers will be paid on a pro rata basis on their annual salary for this additional time. Such payment will be subject to retirement deductions.

## **2. Length of the School Day**

(a) The length of the teacher day at all levels will increase by ten minutes.

(b) The fifteen minutes before and fifteen minutes after school time for teachers shall be reduced to a total of twenty minutes, ten minutes before and ten minutes after school. The faculty, by a majority vote and with the approval of the principal, may change the allocation of the twenty minutes before and after school time.

(c) *Group II Personnel*

The work year for Group II personnel shall be up to three (3) days in excess of the regular teacher work year. Such days will be scheduled during the week before or after the regular teacher work year. Group I personnel who work in the same

positions may also be scheduled up to three (3) days in excess of the regular teacher work year, during the week before or after the regular teacher work year, in which case they shall be paid extra at their regular per diem rate.

### **3. School Calendar**

The School calendar prepared and promulgated by the School Department in advance of the beginning of a school year shall provide for three (3) one-week intercessions in December, February, and April.

Sessions of the day schools shall be suspended on Saturdays, Sundays, and the following named holidays and vacations: the Columbus Day holiday, the Veterans Day holiday, from Thanksgiving Day until the following Monday, from the first school day immediately preceding Christmas to and including the first day of the following January, Martin Luther King, Jr. Day, the week in which the twenty-second of February falls, Good Friday the week in which the nineteenth of April falls, and Memorial Day. Whenever any of the aforesaid holidays falls on Sunday, the schools shall not be in session on the following Monday.

### **4. Length of Pupil Day**

The length of the pupil school day shall not be less than the time required by the State Board of Education.

### **5. School Adjustment Counselors**

Hours for School Adjustment Counselors shall be as are required by them to complete their case load, but in no event shall their work day terminate prior to 2:30 p.m.

### **6. School Nurses**

School Nurses shall not be required to remain in the building after administrative personnel leave.

### **7. The Day Before Thanksgiving and the Last Two Days of School**

On the day before Thanksgiving and the last two days of the school year pupils shall be dismissed at not later than

12:30 p.m. provided that permission for such dismissals is granted by the State Department of Education.

## **8. Parent-Teacher Meetings**

Teachers will be available to attend two (2) evening parent-teacher meetings during the school year. Such meetings shall be planned by the building administrator in cooperation with the faculty senate and the parent council with one (1) month's advance notice. Such meetings shall not be scheduled to exceed two (2) hours each. Adequate security will be provided by the School Department.

On or before October 1 of each year, each School Site Council will schedule a parent orientation session. School Site Councils may use at least one of the school's two two-hour parent conference time slots for this parent orientation session.

Each teacher in a school will notify the Principal/ Headmaster of the weekly non-instructional time period during which it is convenient for that teacher to be available to meet with parents.

In September of each year all teachers shall prepare a brief outline or syllabus (one to three pages) which includes: the student learning objectives for the year, the curriculum materials they plan to cover, and any student learning products or projects which students are expected to produce during the school year.

This outline may be supplemented with information about the amount of time students are expected to spend on homework; student attendance requirements; what students are expected to bring to class (or not bring to class); and any other information that the teacher deems appropriate to help parents understand what is expected of students. Teachers shall not be required to repeat any information which is distributed by the school to all parents, e.g., code or discipline, homework policy, school handbook.

Two copies of this outline or syllabus shall be given to parents at the first parent teacher meeting of the school year. One copy must be signed by the parent and returned to the teacher indicating the parent's understanding of the curricu-

lum and expectations and agreeing to cooperate with the teacher in meeting the educational objectives set for the year. Parents who do not attend the meeting shall have copies mailed to them by the principal at School Department expense with a stamped return envelope to return the signed copy to the school.

All K-5 elementary homeroom teachers will arrange for individual parent/teacher conferences in the fall.

The school will include along with the outline or syllabus given to parents each September a schedule of times that the teachers are available to meet with parents for an individual conference about their children.

Individual parent/teacher conferences shall be held at the school at a time that is mutually agreed upon by the parent and the teacher. If a parent is unable to come to a conference at the school, the teacher/parent conference regarding the child's school performance shall be conducted by telephone.

Follow-up individual conferences with all parents in the spring shall be encouraged; however, teachers shall schedule a second individual conference with any parent whose child is in danger of not being promoted to the next grade.

## **F. Performance Evaluation until August 31, 2007**

### **1. Formal Evaluation**

All staff shall be formally evaluated using factors reasonably related to a teacher's professional performance, with a mark for each factor and an overall rating. Overall ratings shall be:

Satisfactory or Unsatisfactory

and shall be transmitted to teachers prior to May 15.

Staff will generally be evaluated formally every two years, except as set forth in section 3(h) below. During each school year, each Principal/Headmaster or Director will identify approximately one-half of the staff for which that administrator is responsible to be evaluated during that year. The process of identifying the evaluatees will be determined by the responsible administrator. An administrator may also evaluate a staff member not originally

identified, if assistance, supervision, or intervention are deemed appropriate based on informal observation.

## **2. Evaluators**

- (a) No supervisor shall supervise or evaluate a relative.
- (b) Technical aspects of professional nursing or psychological services shall be evaluated only by a professional nurse or other health care expert designated by the School Department or, in the case of psychologists, by a certified school psychologist or other mental health professional designated by the School Department.
- (c) The headmaster, principal, the superintendent's designee, or other administrator outside the bargaining unit will be responsible for all evaluations. However, they may be assisted by other qualified persons (who are not members of the bargaining unit) designated by the School Department.
- (d) Principals/headmasters, the Superintendent, and their designees may at their discretion, enter teachers' classrooms to observe, for purposes of support, supervision, and evaluation. Designees will be administrative employees of the Boston Public Schools and not members of the Boston Teachers Union.

## **3. Schedule, Meetings, and Procedures**

- (a) At the beginning of each school year, the responsible administrator or his or her designee shall meet with teachers for the purpose of explaining the evaluation program and instrument and answering questions. The building administrator may be assisted by other qualified persons designated by the School Department. Classroom visits may be a combination of announced and unannounced visits.
- (b) Within ten (10) school days during which the teacher is present following any evaluation visit, regardless of the rating mark, the responsible administrator or designee shall meet with the teacher for the purpose of discussing the evaluation. At this meeting the teacher will be given two (2) copies of the written evaluation, signed and dated by the responsible administrator. The teacher shall sign and return one (1) copy to indicate having received it, but not to indicate agreement or dis-

agreement. No teacher shall be asked to sign an incomplete evaluation form.

Teachers shall be allowed to attach their written comments to the evaluation form. A teacher whose overall performance has been judged unsatisfactory at any point during the school year shall be so notified in writing and shall meet directly with the responsible administrator.

(c) In any area where the responsible administrator or designee indicates a need for improvement, he or she will provide the teacher with a written prescription. The teacher may attach comments to the prescription.

If a teacher's performance results in an interim or year-end overall evaluation of unsatisfactory, the evaluation prescription may contain a requirement that a teacher take advantage of additional professional development training or other opportunities offered by or through the School Department to correct a weakness or deficiency which caused the unsatisfactory rating. For purposes of this contract, interim means evaluations that at a minimum are 20 school days apart.

If, after allowing adequate time to improve, the teacher continues to need improvement, the responsible administrator may include in the evaluation prescription that the teacher may voluntarily take advantage of professional development courses or in-service training to correct a deficiency.

(d) If the responsible administrator has adjudged a teacher "unsatisfactory" on at least four (4) interim overall evaluations within a twelve (12) month period or on at least (2) interim overall evaluations plus an end of year overall evaluation, the responsible administrator may initiate termination by recommending to the Superintendent that such teacher be terminated, "Unsatisfactory" interim evaluations need not occur in consecutive months.

An end of year overall unsatisfactory evaluation must be preceded by at least two interim overall unsatisfactory evaluations during that school year.

A teacher may be removed from the classroom, dismissed, or suspended for just cause prior to the completion of the prescriptive period specified in this paragraph.

(e) After each of the first three interim overall “unsatisfactory” evaluations that is based in whole or in part upon classroom performance, the responsible administrator shall conduct a follow-up evaluation. This evaluation shall include observation(s) of classroom performance and take place no sooner than 20 school days and no later than 50 school days after the previous “unsatisfactory” evaluation. However, in any case where an overall unsatisfactory evaluation occurs within 50 school days from the end of the school year, the evaluator will perform a follow-up evaluation by November 15th of the subsequent school year.

If an interim overall “unsatisfactory” is based upon other than classroom performance, then the responsible administrator must clearly convey the reasons in writing to the teacher and follow prescribed procedures for progressive discipline.

(f) Factor marks, less than annual overall ratings, and comments on an annual overall evaluation form are neither grievable nor arbitrable. An annual overall unsatisfactory rating shall be maintained as a permanent part of the employee’s personnel record and may be grieved and arbitrated. Any such grievance shall be dealt with expeditiously. In the event of a concurrent dismissal, the grievances shall be merged and treated as a single grievance.

(g) Teachers newly assigned to program areas for which strict compliance with the qualification requirements has been waived will be held to the same performance standards as all other personnel.

(h) The following individuals shall be evaluated annually, prior to November 15 if at all possible:

- (1) Staff who were evaluated during the previous school year as Unsatisfactory overall or in a particular area.
- (2) All permanent teachers with less than three years seniority.
- (3) All intern and provisional teachers.
- (4) All staff new-to-building.

- (i) *Evaluation Cycles:*
  - (a) Intern and Provisional teachers will receive annual “year end” evaluations.
  - (b) Permanent teachers will receive “year end” evaluations every two years.
- (j) *Evaluation Ratings:*

All evaluation ratings on both “interim” and “year end” evaluations will be “satisfactory” or “unsatisfactory.”

#### **4. Evaluation Instrument**

- (a) The BPS and the BTU are committed to establishing a teacher evaluation system which is based on evaluators providing a written narrative evaluation of teachers.
- (b) The current summative evaluation instrument will be amended to include descriptors for each of the eight “performance areas.”
- (c) A fourth standard for evaluation - “The teacher cooperates in implementing the Whole School Improvement Plan” - shall be added to the teacher evaluation instrument under the performance area entitled “School Responsibilities.”

#### **5. Plan and Mark Books:**

The BPS shall provide all teachers with plan and mark books. Teachers shall maintain up-to-date written evidence of adequate prior lesson preparation. These plan and mark books will be available for review by the principal or the designated supervisor during classroom observation or at other reasonable times during the school day when the teacher is not using the plan and mark books.

#### **6. Student Performance and Student Progress**

- (a) Beginning in September, 1997, and in each subsequent June, all classroom teachers shall be provided by the BPS with data indicating how their students compare on standardized achievement tests with similar students in similar classrooms

throughout the school system, including relative gain data where possible.

(b) When the statewide assessment tests begin in the 4th, 8th, and 10th grades in English, math, history, and science, comparative data on these tests will also be provided to teachers. Also, when the BPS develops criterion reference tests or other district wide performance assessments, teachers will also be provided with comparative data. Where possible, this data will be provided on a pupil gain basis.

(c) Where students progress is consistently low, principals and administrators or their designees will discuss personally these test results with each of their teachers and work with these teachers to develop appropriate strategies for improving student performance.

(d) Each school's Whole School Improvement Plan shall include guidelines for assessing and improving the annual academic progress of all students.

## **7. Informal Evaluations**

Principals/headmasters, the superintendent and their designees may from time to time visit classrooms to observe informally the classroom management and instructional practices of teachers. If the observer notes need for improvement in any area, the observer will provide written feedback to the classroom teacher within five school days of the informal visit.

Within ten school days during which the teacher is present following the last observation to be used as a basis of the evaluation, the responsible administrator or designee shall meet with the teacher for the purpose of discussing the evaluation. The teacher will be notified in writing when the observation has ended for the purposes of counting the ten school days.

## **F. Performance Evaluation beginning on September 1, 2007**

### **1. Formal Evaluation**

All staff shall be formally evaluated using factors reasonably related to a teacher's professional performance,

with a mark for each factor and an overall rating. Overall ratings shall be:

Satisfactory or *Unsatisfactory*

and shall be transmitted to teachers prior to May 15.

Staff will generally be evaluated formally every two years, except as set forth in section 3(h) below. During each school year, each Principal/Headmaster or Director will identify approximately one-half of the staff for which that administrator is responsible to be evaluated during that year. The process of identifying the evaluatees will be determined by the responsible administrator. An administrator may also evaluate a staff member not originally identified, if assistance, supervision, or intervention are deemed appropriate based on informal observation.

## **2. Evaluators**

- (a) No supervisor shall supervise or evaluate a relative.
- (b) Technical aspects of professional nursing or psychological services shall be evaluated only by a professional nurse or other health care expert designated by the School Department or, in the case of psychologists, by a certified school psychologist or other mental health professional designated by the School Department.
- (c) The headmaster, principal, the superintendent's designee, or other administrator outside the bargaining unit will be responsible for all evaluations. However, they may be assisted by other qualified persons (who are not members of the bargaining unit) designated by the School Department.
- (d) Principals/headmasters, the Superintendent, and their designees may at their discretion, enter teachers' classrooms to observe, for purposes of support, supervision, and evaluation. Designees will be administrative employees of the Boston Public Schools and not members of the Boston Teachers Union.

## **3. Schedule, Meetings, and Procedures**

- (a) At the beginning of each school year, the responsible administrator or his or her designee shall meet with teachers

for the purpose of explaining the evaluation program and instrument and answering questions. The building administrator may be assisted by other qualified persons designated by the School Department. Classroom visits may be a combination of announced and unannounced visits.

(b) Within ten (10) school days during which the teacher is present following the last observation to be used as a basis of the evaluation, regardless of the rating mark, the responsible administrator or designee shall meet with the teacher for the purpose of discussing the evaluation. The teacher will be notified in writing when the observation has ended for the purposes of counting the ten school days. At this meeting the teacher will be given two (2) copies of the written evaluation, signed and dated by the responsible administrator. The teacher shall sign and return one (1) copy to indicate having received it, but not to indicate agreement or disagreement. No teacher shall be asked to sign an incomplete evaluation form.

Teachers shall be allowed to attach their written comments to the evaluation form. A teacher whose overall performance has been judged unsatisfactory at any point during the school year shall be so notified in writing and shall meet directly with the responsible administrator.

(c) In any area where the responsible administrator or designee indicates a need for improvement, he or she will provide the teacher with a written prescription. The teacher may attach comments to the prescription.

If a teacher's performance results in an interim or year-end overall evaluation of unsatisfactory, the evaluation prescription may contain a requirement that a teacher take advantage of additional professional development training or other opportunities offered by or through the School Department to correct a weakness or deficiency which caused the unsatisfactory rating. For purposes of this contract, interim means evaluations that at a minimum are 20 school days apart.

If, after allowing adequate time to improve, the teacher continues to need improvement, the responsible administrator may include in the evaluation prescription that the teacher may voluntarily take advantage of professional development courses or in-service training to correct a deficiency.

(d) If the responsible administrator has adjudged a teacher as overall Does Not Meet Standards on at least four (4) interim overall evaluations within a twelve (12) month period during which a teacher is present or on at least two (2) interim overall evaluations plus an end of the year overall evaluation in a school year, the responsible administrator may initiate termination by recommending to the Superintendent that such teacher be terminated. Evaluations with an overall rating of Does Not Meet Standards need not be consecutive. If a teacher who receives an overall Does Not Meet Standards takes a leave or is absent for any reason, the current evaluation timeframe is suspended. The time periods in this paragraph will not run during the teacher's absence. Upon return from leave or absence, the current evaluation cycle will resume and the teacher must meet with the responsible administrator within five (5) school days.

An end of year overall unsatisfactory evaluation must be preceded by at least two interim overall unsatisfactory evaluations during that school year.

A teacher may be removed from the classroom, dismissed, or suspended for just cause prior to the completion of the prescriptive period specified in this paragraph.

(e) After each of the first three interim overall Does Not Meet Standards evaluations that is based in whole or in part upon classroom performance, the responsible administrator shall conduct a follow-up evaluation. This evaluation shall include observation(s) of classroom performance that are separated by a minimum of 20 school days during which the teacher is present and a maximum of 50 school days during which the teacher is present after the previous "unsatisfactory" evaluation, except after the first Does Not Meet Standards evaluation in a school year when a subsequent evaluation may not be conducted any earlier than 30 school days during which the teacher is present and no later than 60 school days during which the teacher is present. Subsequent evaluation cycles will be subject to the 20 to 50 day timeline. However, in any case where an overall unsatisfactory evaluation occurs within 50 school days from the end of the school year, the evaluator will perform a follow-up evaluation by November 15<sup>th</sup> of the subsequent school year.

If an interim overall “unsatisfactory” is based upon other than classroom performance, then the responsible administrator must clearly convey the reasons in writing to the teacher and follow prescribed procedures for progressive discipline.

(f) Factor marks, less than annual overall ratings, and comments on an annual overall evaluation form are neither grievable nor arbitrable. An annual overall unsatisfactory rating shall be maintained as a permanent part of the employee’s personnel record and may be grieved and arbitrated. Any such grievance shall be dealt with expeditiously. In the event of a concurrent dismissal, the grievances shall be merged and treated as a single grievance.

(g) Teachers newly assigned to program areas for which strict compliance with the qualification requirements has been waived will be held to the same performance standards as all other personnel.

(h) The following individuals shall be evaluated annually, prior to November 15 if at all possible:

- (1) Staff who were evaluated during the previous school year as Unsatisfactory overall or in a particular area.
- (2) All permanent teachers with less than three years seniority.
- (3) All intern and provisional teachers.
- (4) All staff new-to-building.

(i) *Evaluation Cycles:*

- (a) Intern and Provisional teachers will receive annual “year end” evaluations.
- (b) Permanent teachers will receive “year end” evaluations every two years.

(j) *Evaluation Ratings:*

All evaluation ratings on both “interim” and “year end” evaluations will be “satisfactory” or “unsatisfactory.”

#### **4. Evaluation Instrument**

- (a) The BPS and the BTU are committed to establishing a teacher evaluation system which is based on evaluators providing a written narrative evaluation of teachers.
- (b) The current summative evaluation instrument will be amended to include descriptors for each of the eight “performance areas.”
- (c) A fourth standard for evaluation - “The teacher cooperates in implementing the Whole School Improvement Plan” - shall be added to the teacher evaluation instrument under the performance area entitled “School Responsibilities.”

#### **5. Plan and Mark Books:**

The BPS shall provide all teachers with plan and mark books. Teachers shall maintain up-to-date written evidence of adequate prior lesson preparation. These plan and mark books will be available for review by the principal or the designated supervisor during classroom observation or at other reasonable times during the school day when the teacher is not using the plan and mark books.

#### **6. Student Performance and Student Progress**

- (a) Beginning in September, 1997, and in each subsequent June, all classroom teachers shall be provided by the BPS with data indicating how their students compare on standardized achievement tests with similar students in similar classrooms throughout the school system, including relative gain data where possible.
- (b) When the statewide assessment tests begin in the 4th, 8th, and 10th grades in English, math, history, and science, comparative data on these tests will also be provided to teachers. Also, when the BPS develops criterion reference tests or other district wide performance assessments, teachers will also be provided with comparative data. Where possible, this data will be provided on a pupil gain basis.
- (c) Where students progress is consistently low, principals and administrators or their designees will discuss personally

these test results with each of their teachers and work with these teachers to develop appropriate strategies for improving student performance.

(d) Each school's Whole School Improvement Plan shall include guidelines for assessing and improving the annual academic progress of all students.

## **7. Informal Evaluations**

Principals/headmasters, the superintendent and their designees may from time to time visit classrooms to observe informally the classroom management and instructional practices of teachers. If the observer notes need for improvement in any area, the observer will provide written feedback to the classroom teacher within five school days of the informal visit.

## **G. Seniority**

Seniority in the teachers' unit is defined as total years of professional service in the Boston Public School system for which salary credit is given for step advancement, including years on maximum whether or not such teaching experience (120 days) results in a provisional contract in any year.

Time spent in authorized leave of absence granted for any reasons prior to September 1, 1980 will continue to count as seniority in the teachers unit. Paid leave of absence granted on or after September 1, 1980 including leave covered by workmen's compensation, will continue to count as seniority in the teachers' unit. Unpaid leave of absence granted on or after September 1, 1980 for any reason other than for union business under Section VIII(Q)(1) will not count as seniority in the teachers' unit. Any time spent on an involuntary layoff prior to an offer of recall shall be counted as seniority in the teachers' unit; however, such time shall not count towards career awards or other salary advancement. The Union will indemnify the Committee against any cost or damages arising out of any dispute or proceeding connected with the prior sentence.

The Union shall be supplied with a current seniority list of all members of the bargaining unit.

The settlement agreement contained in Appendix B shall apply to all similar situations where the Superintendent breaks a larger

school into smaller schools or small learning communities. The seniority provisions referenced in Paragraph 3 of the appendix will continue in each circumstance for 16 full years commencing from the beginning of the September following the year this provision is implemented in a given school.

## **H. Certification/Program Areas**

### **1. Program Areas**

Employees shall be assigned to program areas in which they are qualified. Program areas are listed in Appendix A. The School Committee reserves the right to establish additional program areas, subject to any collective bargaining obligation as may be required by law.

### **2. Qualifications**

Employees shall be deemed qualified in a program area by holding a valid state certificate or approval for such area and by meeting one of the following criteria:

- (a) A state certificate not more than five (5) years old.
- (b) A mean score on the National Teachers Examination, not more than ten (10) years old.
- (c) Fifteen (15) course credits, graduate or undergraduate, approved as relevant to qualification, all of which are not more than five (5) years old.
- (d) Two (2) years of teaching experience within ten (10) years. A creditable year is one in which at least 50% of the weekly schedule is in the subject area.

### **3. Ranking**

Teachers shall be ranked by seniority (as defined in Section V(H) above) within each program area, including teachers on recall lists.

### **4. Schedule and Procedures**

For the purposes of determining qualifications and placement in a program area, all valid credentials must be filed

with the Personnel Department on or before January 15th of any year, unless the results of the NTE or PRAXIS exam are not available by January 15<sup>th</sup>, in which case, the application will be due by 2/15

Employees must respond to alleged erroneous placement or non-placement in a program area or to an error in their seniority date within thirty (30) days of the receipt of such information from the School Department.

## **5. Leave of Absence; Promotion**

Teachers on leave of absence for more than ten (10) years or who were promoted out of the bargaining unit shall be considered qualified in the program area in which they have taught immediately prior to such leave of absence or promotion in addition to any program area in which they are qualified under Section (2) above.

## **6. Recall**

Teachers on recall shall be placed in program areas in which they are qualified under Section 2 above.

## **7. SPED Teachers**

The following special provisions shall apply to SPED teachers, superseding any conflicting provision of the 1983 Settlement Agreement. All article references in this proposal refer to the Settlement Agreement.

(a) Employees shall be assigned to one of the SPED program areas or categories (see Appendix A).

(b) SPED teachers shall be deemed qualified in any such program area or category in any manner specified in IV C 17(b), subject to the specific additional requirements listed in Appendix A. In addition:

- (1) Any SPED teacher, including an ETL, is deemed qualified in Program Area 12 and its categories (subject to special certification requirements).
- (2) An ETL is considered qualified in the program

area in which (s)he taught immediately prior to becoming an ETL.

- (3) A SPED teacher hired on or after September 1, 1986 with an 003 certificate shall not be deemed qualified to teach in any specific program (e.g. LD, SAR, ESD) without evidence of satisfactorily completed coursework related to such program. The Department will accept evidence of enrollment as a valid credential, subject to completion of such courses on time line as mutually agreed by a teacher and the Department.

(c) Any SPED teacher may exercise layoff, transfer, recall and excessing rights, in accordance with the general provisions of Article VC15-19, in any program area in which such teacher is qualified, except that:

- (1) No teacher who is targeted for excessing from a category other than 12f or 12g may displace a teacher in 12f or 12g (prior to being placed in the system-wide excess pool) without prior experience in such category;
- (2) Teachers in Program Area 2 shall be excessed by category;
- (3) Teachers laid off from Program Area 12 and currently teaching in category 12h or with prior experience in Category 12h (in compliance with Article VC 17-21) shall be considered qualified to displace junior teachers in Program Area 13 who are working in 502.4 cluster programs and to displace any provisional teacher in Program Area 13; but not to displace any junior tenured teacher at the McKinley School or in any other severe lab 502.4i program.

(d) Teachers currently teaching in category (a) of Program Area 2 and in Program Areas 5, 6, 7, and 8 shall be grandfathered and shall not be displaced or otherwise adversely affected by any additional requirements specified in this agreement; provided, however, they shall be affected by any new state-imposed requirements.

(e) For layoff, transfer, excessing, and reassignment rights, any teacher eligible to work within program area #13 shall also be eligible to work within program area #12.

## **8. Bilingual Teachers**

Years taught in the bilingual program shall count as teaching experience in the corresponding Regular Education program area, provided that such teacher is state-certified and is proficient in the English language.

### **I. Transfers**

#### **1. General Procedures**

These general procedures are subject to the provisions of Article III(C)(4)(c).

The Committee shall not be required to post for transfer any position held by a “provisional” teacher whom the Committee has made “permanent.” Any position which is posted for transfer may be filled by a provisional teacher whom the Committee has made “permanent.” Except as specified in the prior two sentences or elsewhere in this Agreement, all vacancies which under prior collective bargaining agreements were to be filled by transfer shall be filled in the manner set forth below:

(a) All vacancies shall be posted on the School Department website ([www.boston.k12.ma.us](http://www.boston.k12.ma.us)) no later than April 15<sup>th</sup>. All applications for vacant positions must be submitted no later than 10 school days after posting on the website. The website shall be the only medium for posting vacancies.

Internal candidates must use the MYBPS intranet system for submission of applications, including data information form and resume. Human Resources will not accept paper applications.

Positions held by provisional teachers with a letter of reasonable assurance will not be posted provided that one BTU Building Rep. has granted written approval. The Department of Human Resources will send out letters of reasonable assurance to provisional teachers no later than April 15<sup>th</sup>. The School

Department will provide a list of such positions to the union prior to initiating the posting process.” BTU members will have in-school access to a computer with internet capability and a printer.

(b) *Open Postings:*

The current practice regarding open postings will continue. Any school that wishes to open post a position must obtain a 60% vote of the faculty before February 15<sup>th</sup> or effective, 9/1/07, by including a stipend of \$1250 to the posting.

(c) *Transfer Eligibility:*

All permanent teachers, including those on leave of absence, are eligible to apply for transfers during the month of March. Provisional teachers with a letter of reasonable assurance shall be eligible to apply for transfers to their own positions under the transfer process. However, any permanent teacher who seeks a position to which a provisional teacher has applied under this section will be granted an interview by the School Site Council Personnel Subcommittee.

Teachers may be considered for transfer in any subject area in which they recertify under the 1993 Massachusetts Educational Reform Act, even if they do not hold an active Boston program area; however, a school’s Personnel Subcommittee shall not be required to select any such individual.

Any teacher who has received two interim overall unsatisfactory evaluations between September and February of that year may be rejected for transfer by the School Site Council Personnel Subcommittee.

Bilingual school psychologists shall be able to move to a monolingual school psychologist vacancy with notice to the administrator by February 1.

(d) If no permanent teacher applies for a position that appears in the April 15<sup>th</sup> posting, the personnel subcommittee may consider and select any qualified applicant who applies to the posting, so long as there is no permanent excess teacher in that subject area.

In cases where there is only one applicant for a vacancy on the transfer posting, the personnel subcommittee will not be required to hire that single applicant, and the vacancy will go into the excess pool. If there is no permanent excessed teacher in that subject area, the personnel subcommittee may consider and select any qualified applicant who applies for the position.

(e) The BTU may challenge the omission of a vacancy from the April 15<sup>th</sup> posting. The challenge must occur within 10 days of the posting. The challenge may be overridden by a 60% vote of the faculty of the school where the vacancy is challenged. Should the challenge not be overridden, the vacancy shall be posted on the BPS web page prior to the running of the excess pools for 5 school days. Permanent teachers only are eligible to apply.

(f) Transfers will take effect the following September, unless the posting otherwise provides.

(g) Members of the bargaining unit shall have ten (10) school days to apply for transfer.

(h) In the event that a position sought through transfer no longer exists on the effective date of transfer, the person seeking the transfer shall remain in his/her former position as if the vacancy had not been posted.

(i) Upon rehiring after three (3) consecutive years of provisional service, provisional nurses shall attain the same rights and benefits relative to transfer as nurses who have been permanently appointed.

## **2. Application for Promotion**

### *(a) Posting and Bidding on Promotions*

A circular from the Superintendent shall be sent to all schools whenever vacancies occur or are about to occur on higher positions or more desirable positions within the bargaining unit or on levels above the bargaining unit, or when new positions of comparable status are to be established. This shall include the positions of Assistant Principal in any school where there are at least four classes, Assistant Headmasters

(subject areas), Assistant Principals - Industrial Arts, Placement Teachers, and Supervising Nurses. Notice shall be posted on the appropriate bulletin board by the Principal, Headmaster, or Director. Copies shall be sent to the Union.

Qualifications, requirements, duties, salary, and other pertinent information should be categorically set forth in the foregoing notices.

All applications shall be considered.

A minimum of ten (10) school days shall be allowed for submission of an application, except that a posting within the last ten (10) school days of any school year will be posted for at least three (3) school days prior to the close of school and in such case applicants shall have fourteen (14) days after the close of school for submission of written applications. In the event that the posting reflects any change in qualifications for any position set forth in the first paragraph of this section without six (6) months' advance notice, the successful applicant will be given a six (6) month grace period to meet the changed qualification. The posting shall contain a reference to bargaining unit placement if known.

(b) *Filling Rated Positions*

All rated positions filled on an acting basis shall be filled through the rating procedure within ninety (90) school days, except when the position is open due to sabbatical or other leave; provided however, as to any position where a six (6) months' notice is required by the last paragraph of the preceding section, this period of ninety (90) school days shall begin the day after the six (6) months notice requirement has ended.

(c) *Group II Lists*

Effective September 1, 1969, all future lists established for appointment to a Group II position will be by rating.

(d) *Eligibility*

Any person in Group II who has served in the Boston School System through two (2) biennial ratings shall be eligible for any position above Group II.

(e) *Transfers*

All transfers shall be governed by the provisions set forth in section J(1) of this Article.

(f) *Other Points on Promotion*

- (1) Outside supervisory experience shall be considered in ratings for administrative positions and appropriate credit given therefore in Block 3 (Personal Qualities) of the present rating form.
- (2) Experience in teaching abroad may be submitted for credit for rating purposes.
- (3) Industrial arts, special class, and physical education teachers shall be eligible to rate for assistant principal.

(g) *Effect of an Unsatisfactory Evaluation*

A teacher receiving an overall annual performance evaluation of unsatisfactory will have no voluntary transfer rights and no voluntary excessing rights for the following school year, subject to the terms of the interim agreement dated 2-16-89.

## **J. Excessing Procedure**

1. This excessing procedure will not apply to “provisional” teachers, but will apply to “permanent” teachers and nurses with more than three (3) consecutive years of service. All permanent teachers who are unassigned after the March Transfers shall be invited to a mid-April Excess (reassignment) Pool. These pools shall not be held during the April school vacation week. No teacher shall be involuntarily excessed from her/his school or assignment after the running of these pools.

The above paragraph is not intended to prohibit the School Department from excessing teachers in the fall to correct class size problems.

2. Excessing from a school building shall be first by volunteers within a program area, then by reverse seniority within a program area. An employee who holds seniority in a program area other than the one from which he/she has been excessed shall be offered a vacancy in the

building in such other program area. If there is no such vacancy he/she will be placed directly onto a system-wide excess list.

3. In the event of excessing during the school year on or after November 1, in cases of class consolidation, the Department may elect to excess and reassign the junior teacher in one of the classes being consolidated rather than the least senior teacher in the program area within the building.

4. Not more than five (5) days notice shall be required for excessing during a school year.

5. Permanent or temporary vacancies within a program area will be filled from the system-wide excess list periodically by matching the aggregate number of such vacancies against an equal number of persons on the excess list by seniority within such program area, in accordance with the following procedure:

Teachers will bid on listed vacancies in order of seniority. Each teacher must make three (3) bids, except that the next-to-last teacher must make two (2) bids and the most junior teacher must make one (1) bid. When a vacancy has received three (3) bids, bidding will be closed on that vacancy. Teachers will be assigned to one (1) of their bids.

Teachers in the excess pool shall be limited on one (1) bid per school.

6. Vacancies will continue to be filled until late August, at which time teachers who are not matched against vacancies will be assigned in a suitable professional capacity, including substitute service, and will remain eligible to fill vacancies as they occur up to November 1. There shall be no bumping from the system-wide excess list.

The Committee shall not be required to post in the teachers reassignment pool any position held by a non-tenured teacher who has been made "permanent" by the Committee.

7. An employee exercising a right to return to the teacher bargaining unit after layoff or demotion shall be carried on the system-wide excess list in the applicable program area.

8. An excessed employee who is excessed from his building and who is qualified in more than one (1) program area may elect annually

to bid for assignment in one (1) program area other than the one from which he was excessed, in which case he will bid only within the newly elected program area; provided, however, such election may not be made into a program area in which there is an active recall list.

9. No teacher may voluntarily excess him/herself without the approval of the director of the Office of Human Resources.

10. All excessed teachers and nurses will be notified by April 15<sup>th</sup>.

11. No teacher receiving an overall annual performance evaluation of unsatisfactory will have bidding rights through the excess pools. Such teachers will be assigned to a teaching position by the Superintendent.

12. Any teacher who has received two or more overall interim unsatisfactory evaluations between September 1st and the date of the excess pool will not be allowed to participate in the excess pool. Such teachers may appeal (for purposes of participating in the excess pool only) his or her interim evaluations to a three member panel. One member of the panel will be selected by the Superintendent, one by the President of the BTU, and the third member will be selected by both the Superintendent and the BTU President. The teacher must appeal the decision to deny him/her access to the excess pool within five school days of such denial. The panel will hold a hearing within five working days from the day after the date the appeal is filed. The decision will be rendered at least two days before the running of the pool. No briefs will be submitted. The decision of the panel with regard to the teacher's right to participate in the excess pool will be final and not subject to grievance and arbitration.

13. Any teacher who receives his or her third bid in an excess pool may exercise a one-time option of returning to the excess pool in the following year.

14. Subsequent to the running of the excess pools the School Department shall post on the BPS web page all remaining and new vacancies. Such postings will be updated every two weeks through the close of school and at least weekly during the summer through August 31st. The Boston Teachers Union shall be notified of all postings.

15. Disputes concerning the interpretation or application of this excessing policy will be processed as grievances under the contractual grievance and arbitration procedure as modified herein:

- (a) all intermediate steps are hereby waived;
- (b) counsel for the B.T.U. and the Committee shall cooperate in obtaining the services of a referee who shall be available to arbitrate the dispute within one week after a grievance is communicated by the Union;
- (c) arbitration will be conducted on an expedited bases without written briefs and with oral or written awards to be rendered not later than three days following the date of hearing not to exceed one day.

It is the intent of the parties that wherever possible remedial relief of any violation shall not delay implementation of an excessing procedure nor require the undoing of sequentially filled vacancies made in good faith.

16. These excessing procedures are subject to all applicable state and federal laws and lawful orders pursuant thereto.

17. The parties will cooperate in addressing any special problems that may exist in any school in relation to this policy.

18. Rule of one will apply if pools not completed prior to July 1<sup>st</sup>. Rule of two will apply if excess pools completed by workday prior to July 1<sup>st</sup>. Rule of three will apply if excess pools completed by the 4<sup>th</sup> work day before the end of school year.

Rule of One: The selection of assignments is conducted by strict seniority.

Rule of Two: The teacher will make two selections and will receive one.

Rule of Three: The teacher will make three selections and will receive one.

19. Reassignment pool vacancies will be listed on the BPS website five school days before each pool. BTU members will have in-school access to a computer with internet capability and a printer.

20. All seniority lists will be placed on the BPS website, and the BTU will be provided access to them. The School Department shall provide a copy of the seniority list to the BTU before conducting the

mock pool. BTU members will have in-school access to a computer with internet capability and a printer.

21. No personnel subcommittee shall be required after completion of the first teacher posting.

22. The excessing procedure shall apply to Student Support Coordinators. Wherever the word ‘teacher’ appears in this Article V(J), it shall be interpreted to include Student Support Coordinators.

## **K. Layoff and Recall Procedures**

### **1. Layoffs**

(a) This layoff and recall procedure will not apply to “provisional” teachers, but will apply to “permanent” teachers and to nurses or other persons permanently appointed.

For the purpose of this section, all nurses with more than 3 consecutive years of service are deemed to be “permanently appointed” and nursing service will be considered a separate program area.

(b) An employee will be given written notice of layoff by June 1 of the professional work year preceding the professional work year in which the layoff is to take place. For example, an employee to be laid off effective in September must be given written notice on or before the prior June 1.

(c) Employees will be laid off in reverse order of seniority within a program area. A senior employee within a program area with notice of layoff may exercise seniority by displacing the most junior teacher in all of the other program areas in which he or she is qualified.

(d) A person promoted out of their bargaining unit on or after 9/1/80 will retain full seniority rights in all areas in which he or she holds state certification, but shall not accrue seniority while outside of the bargaining unit. For purposes of this section a teacher “on assignment” outside of the bargaining unit for more than sixty (60) days is not considered to have been “promoted” and may continue to accrue seniority within this bargaining unit.

Any person promoted out of this bargaining unit prior to September 1, 1980 shall not accrue additional bargaining unit seniority for service outside the bargaining unit after August 31, 1983.

For the purpose of this section, an employee with notice of layoff may exercise her or his seniority rights in the order specified in subsection (c).

(e) There shall be a seniority-based layoff system for Clinical Social Workers.

## **2. Recall**

(a) Persons on recall will be given first preference in filing permanent vacancies within the bargaining unit which arise prior to March 15 and in filling temporary full-year vacancies (to remain vacant for the rest of the year) arising prior to December 1st.

(b) A recall will be by seniority to a vacancy in a program area in which a person is qualified at the time of recall subject to the provisions of IVC17 (d) of the Settlement Agreement.

(c) Seniority shall not accrue to an employee while on recall.

(d) A teacher who is offered recall to a full-year vacancy must accept or reject the offer within three (3) days excluding Saturday, Sunday, or a holiday after receipt of the offer and, upon acceptance, must be prepared to begin work no later than the Monday second next following acceptance of the offer, provided, however, a later reporting date will be allowed if a teacher is required to give up two (2) weeks' notice to a current employer.

(e) Teachers who reject a recall offer made on or before March 15 of any year for a teaching assignment to commence at the beginning of the next school year shall relinquish all recall rights.

(f) Employees who continued to be employed in seniority areas outside the ones in which they were teaching immediately

prior to layoff shall be eligible to fill future vacancies in such program areas, in order of seniority, once the recall list for any such areas have been exhausted.

(g) *Severance Payment*

Teachers returning from recall shall not become eligible for severance pay, under Article VIII(K), unless they complete the work year.

(h) Teachers currently on the recall list because they were laid off in 1981 and 1982 will be required annually beginning in November, 1989 to confirm in writing (within 45 days of notification) their interest in remaining on the recall list. Teachers not complying or no longer qualified will be dropped from the list. The School Department will mail this notification to the teacher's last known address, and provided it does so, the Union will not grieve a failure or delay of actual notice.

(i) Effective in the 1994-95 school year, all teachers shall have recall rights for four years from the effective date of layoff.

(j) Teachers currently on the recall list are entitled to four years on the recall list from the date of this Agreement.

### **3. Resolution of Disputes**

Same as Article V(K)(9) of this Agreement, except delete "excessing."

### **4. Effect of Laws**

This layoff and recall procedure is subject to all applicable State and Federal laws and lawful orders pursuant thereto. The parties will cooperate in addressing any special problems that may exist in any school in relation to this policy.

## **L. Withdrawal of Resignation, Subsequent Reemployment**

Teachers who resign in June and subsequently are reemployed in September of the same year shall be placed in the appropriate salary step of this agreement and shall be credited with the sick leave reserve and sabbatical leave rights which they held at the time of resignation. Re-entrants shall be placed on re-entrant list for appointment after successfully passing the major in the subject area.

Nurses who resign in June and subsequently are reemployed in September of the same year shall be placed in the appropriate salary step of this agreement and shall be credited with the sick leave reserve which they held at the time of resignation.

**M. Residency**

The parties agree to reopen negotiations if the state law regarding residency changes.

**N. Notice Following Interview**

The Superintendent will send a memorandum to all principals and headmasters directing them to send timely, written notice to any teacher who has interviewed for a position indicating whether or not the teacher received the position.

## **Article VI**

### **Professional Development**

#### **A. Governing Philosophy**

One crucial factor in creating and maintaining an excellent public school system is the professional development of teachers and paraprofessionals. Professional development is the process by which teachers, individually and jointly, increase, enhance, improve, and update their existing knowledge base and skills.

While the major responsibility for defining, developing, and implementing a plan for professional growth lies with the individual teacher or paraprofessional, the School Department and the Union agree that it is in their best interest to work together to jointly define developmental needs and to facilitate, support, and provide resources and opportunities for teachers to exercise that responsibility.

Professional development will increase teacher effectiveness, confidence, morale, commitment, and ability to improve the quality of education offered to students in the Boston Public Schools.

Professionalization will also improve the School Department's ability to attract, develop, and retain excellent teachers.

The central issues that should determine the structure and content of professional development opportunities are what teachers, mentors, and evaluators identify as needs and as the most effective, efficient way to meet those needs. Among the ways such opportunities might be structured are:

- granting teachers a sabbatical to pursue an advanced degree program at a university or college
- providing staff support and resources for a teacher-designed, school-based workshop held on a single afternoon
- zone-sponsored mini-sabbaticals spread over several months
- exchange programs for math, science, and computer teachers with business, industry, and government
- courses or seminars designed and tailored to respond to needs identified by Boston teachers and offered at school sites around the city
- courses, seminars, and workshops available over educational television.

- in-school collaboration for a period of weeks or months with a specialized professional

The range of possibilities for the content of such professional development opportunities might include:

- strategies for growing and nurturing parent involvement with a school and support for their children’s education;
- dealing with children who are acting out, taking the behavior as a symptom of underlying problems and addressing both;
- courses or seminars designed and tailored to respond to the ever-changing educational needs of the population of children being served by the Boston Public Schools, including, for example, multiculturalism;
- courses that are designed to update classroom teachers with new data, research, and topics that are being explored in their field of teaching.

## **B. Sabbaticals**

The Superintendent and the School Committee in consultation with the Center For Leadership Development shall decide whether and how many sabbaticals there shall be in a given year, if any, and determine procedures for their allocation.

Both teachers and paraprofessionals shall be eligible for sabbaticals.

## **C. Educational Conference Days**

There will be 2000 days annually across the system budgeted for educational conference days that may be used for educational conferences, for visiting other schools locally, for teacher conferences, and for similar professional activities. The Career In Teaching Panel will be responsible for determining how such days will be allocated among schools.

## **D. New Teacher Developers**

### **1. New Teacher Developers**

A. A system that mentors and provides support and training development to novice teachers and provides an orientation program for other incoming teachers will be implemented. To meet this need, the position of New Teacher Developer (NTD) will be created to

work with novice teachers. The NTD will be paired where possible by content area, subject areas, and grade level with novice teachers for such activities as conducting observations, demonstrations, mentoring, coaching, and providing induction support and professional development.

B. The position of full-time New Teacher Developer (NTD) shall be created and will allow for one (1) NTD to work with 14 novices and will be paid an additional 5% above their base annual salary. The work year for a full-time NTD will be 183 days, an additional 18 hours per year, and an additional 2.5 hours per week commencing on or about the second week in August through approximately June 15<sup>th</sup>, or when the NTD completes his or her work year, of each school year: however, full-time NTDs will be paid from September 1 through August 31 of each respective school year. All pay shall be retirement worthy. Full-time NTDs will be hired through a central hiring process. A team of three (3) members from the Boston Teachers Union and three (3) representatives from the Boston Public Schools will conduct the screening and selection of full-time NTDs using the job description and Dimensions of Effective teaching as criteria.

C. Part time NTDs shall be assigned to work on a 1:1 ratio at 5% for an additional 2.5 hours per week or 1:2 ratio (NTD to novice(s)) at 10% for an additional five (5) hours per week. A part-time NTD can be assigned up to two (2) novice teachers, but it is desirable that the ratio be kept 1:1. The work year shall be the same as the standard work year. The additional pay shall be retirement worthy and the 5% additional salary (10% for two) shall be guaranteed for the entire school work year, contingent upon the NTD's successful completion of his or her responsibilities, with the understanding that NTDs assigned after the beginning of the school year will provide the balance of time as additional hours. Part-time NTDs shall be hired by each school's personnel subcommittee.

D. The parties hereby agree that in 2006-7, all part-time NTD training will be conducted during school time, except that all part-time NTDs will work on Saturday, 9/16. Time spent on Saturday, 9/16, will be paid at the contractual hourly rate. Part-time NTDs will also receive two in-service credits for working on Saturday, 9/16. The in-service credits will be transmitted no later than 10/30. Teachers who do not complete the training program by the end of the school year will forfeit the in-service credit until completion of the program. In 2007-8 and 2008-9, all part-time NTD training will be conducted during the normal school day and no in-service credits will be provided.

## **E. Center for Leadership Development**

The Boston Public Schools and the Boston Teachers Union are committed to establishing the Boston Public School Center for Leadership Development (CLD) which will provide educational leadership development opportunities to BPS parents, teachers, paraprofessionals, substitutes, and administrators. The Boston Public Schools Center for Leadership Development will be a service-based operation designed to integrate and facilitate the coordination of training programs for parents, teachers, and staff in the BPS. It will be the institution primarily responsible for facilitating and coordinating the support and training necessary for implementation of school reform in Boston.

### **1. Leadership Development for the Entire School Community**

The Center for Leadership Development will be the coordinating body for all teacher related professional development. The Boston Public Schools Center for Leadership Development will provide the following services to teachers, administrators, and parents:

#### *(a) Systemwide Leadership Development*

The BPS Center for Leadership Development will provide the professional development and training services required as a result of systemwide reform initiatives. The Career In Teaching Panel will provide to the BPS Center for Leadership Development a description of the professional development requirements associated with systemwide reform initiatives.

#### *(b) School-Based Leadership Development*

Each school will be able to secure services from the BPS Center for Leadership Development to meet the professional development needs of its own school-based reform initiatives.

#### *(c) Individual Professional Development*

Individual teachers will be able to use the BPS Center for Leadership Development to develop their own professional development plans. The School Department, through the Center for Leadership Development, shall conduct an annual survey of teachers to assess what courses, workshops, and semi-

nars they need in specific content areas to enable them to recertify under the 1993 Massachusetts Educational Reform Act.

The CLD shall make available to BTU bargaining unit members courses, workshops, and seminars, including ones that focus on content areas, prior to 1999 to enable them to recertify under the Massachusetts Educational Reform Act.

(d) *Peer Assistance*

The BPS Center for Leadership Development will facilitate or provide assistance for teachers. Lead Teachers may be available to work with individual teachers who agree to this form of assistance.

(e) *BPS School Department*

The BPS Center for Leadership Development will be available to provide training and professional development programs for BPS administrators, principals and staff.

(f) *SBM/SDM Support and Training*

Beginning in the 1995-96 school year, the BPS Center for Leadership Development will be available to train parents, teachers, and administrators on School Site Councils and involved in school-based parent organizations. During the 1994-95 school year, it will work with the SBM/SDM staff and the SBM/SDM Consortium to provide training to the School Site Councils.

(g) *Dissemination of Best Practices*

Another role of the BPS Center for Leadership Development will be to coordinate the dissemination of the “best practices” from the BPS teachers and administrators as well as from other school districts. This includes disseminating the best practices of the BPS Pilot Schools. It will sponsor workshops and publications which help to accomplish this as well as the training of lead teachers in these practices, so that they can then train teachers in other schools.

## **2. Types of Leadership Development Opportunities Provided**

The BPS Center for Leadership Development (CLD) will provide the following types of leadership development opportunities:

(a) *Workshops and Courses*

The CLD will develop and sponsor courses and workshops in response to systemwide and school-based education reform needs. The CLD will provide an annual catalogue of all courses and workshops to parents, teachers, and administrators. The CLD will seek to become a Continuing Education Unit (“CEU”) approved provider.

Effective 9/1/07, the CLD shall post an online list of courses, workshops, and seminars offered. Professional development programs shall never be scheduled during religious holidays recognized by the Collective Bargaining Agreement. A joint committee of teachers and management, with teachers in the majority, shall be convened within two months of the signing of this agreement to survey the course offerings and to make recommendations to the superintendent.

(b) *On-Site Workshops*

The CLD will also provide on-site workshops that meet the specific needs of particular schools. This may include School-Based Management training for parents and teachers, or training geared to the needs of the local parent center, or professional development opportunities for groups of teachers.

(c) *Individualized Support*

The CLD will train BPS Lead Teachers who will provide mentoring and consulting services to individual teachers in the BPS.

(d) *Peer Coaching and Observation*

The CLD will also make available opportunities for teachers to observe other teachers model “best practices.” This may be in the classrooms of the BPS Lead Teachers or in the BPS Pilot Schools.

(e) *Collaboration with Boston Higher Education Partnership*

The CLD will work to access greater training support from the Boston Higher Education Partnership. Such training

support will include, but not be limited to, courses and workshops by higher education faculty.

### **3. Organizational Structure**

#### **(a) *CLD Executive Director***

The CLD Executive Director will be selected by the Superintendent. The Superintendent, in selecting an Executive Director, will seek input and advice from the Professional Development Committee and the CLD Advisory Committee. The CLD Executive Director will report to the Superintendent.

#### **(b) *CLD Advisory Committee***

The CLD advisory committee will include representatives from the following organizations: Boston Teachers Union, Higher Education Partnership, the Boston COMPACT, the Boston Plan for Excellence, and the parent organizations. Additional members may be added by the Boston School Committee. The CLD Advisory Committee will, through the CLD Executive Director, report to the Superintendent and School Committee.

The CLD Advisory Committee will be responsible for:

- providing advice and input about the overall direction of the CLD;
- assisting in coordination between the participating organizations;
- spearheading fundraising for the CLD; and
- monitoring the CLD's progress in achieving its goals.

### **4. Funding of CLD**

The BPS Center for Leadership Development will be funded through multiple sources.

(a) The BPS will provide a foundation budget of \$250,000 for the 1994-95 School Year to the BPS Center for Leadership Development designed to facilitate the implementation of the systemwide reform initiatives.

(b) The BTU will contribute a to-be-determined amount of in-kind services to the BPS Center for Leadership Development to support the professionalization of Boston Public School teachers.

(c) The CLD Advisory Board in collaboration with the BPS grants office and the BTU will be responsible for ongoing fundraising from public and private sources.

## **F. Career Ladder**

The BPS is committed to improving the profession of teaching—a profession that offers opportunities for professional growth, involvement in decision-making, communication and collaboration, and increased responsibilities and accountability. By implementing systemic educational reform, teachers will be increasingly assuming greater responsibility for the success of the reform effort. Accordingly, they should be given opportunities to develop these leadership skills and to earn correspondingly higher salaries. The development of a professional teacher career ladder is one way to provide these incentives to attract and keep quality teachers in the profession. The BPS shall establish a Career in Teaching Program that will be governed by a Career in Teaching Plan (the “plan”) administered by the Career in Teaching Panel. The Career in Teaching Program will have the following components.

### **1. TeachBoston**

The Boston Public Schools, in cooperation with the Boston Teachers Union, will establish the TeachBoston Program. Its mission will be to recruit and prepare BPS students to be future teachers. The Program will be a collaborative effort with local college and universities.

### **2. Professional Leadership Opportunities**

(a) \$250,000 will be allocated for the 2006-07 school year; \$325,000 will be allocated for the 2007-08 school year; and \$400,000 will be allocated for the 2008-09 school year for professional leadership opportunities. These funds are to be allocated for additional professional leadership opportunities to create avenues of growth for teachers along a career continuum.

(b) A final list of work opportunities, the distribution of funds, and duration of the opportunity will be determined annually by a Labor/Management Joint Committee composed of three BTU representatives chosen by the Union and three management representatives chosen by the Superintendent. A decision must be reached on any matter by a majority vote of the Committee. In the event of a deadlock by the committee, the BTU President and Superintendent will make the final decision. The standard for additional compensation will be 5% of the annual base salary which will be retirement worthy and is predicated on work that requires an additional 2.5 hours of service per week and will be paid proportionately to the period of time served.

### **3. National Board for Professional Teaching Standards**

Teachers who successfully complete the certification process of the National Board for Professional Teaching Standards (NBPTS) shall be reimbursed by the BPS for the costs of the application fees. Although not a requirement, successful completion of the NBPTS certification requirements may be considered as a special qualification for Lead Teacher eligibility.

Teachers who receive reimbursement for the NBPTS certification process shall commit to remain in the BPS system for at least two years after receipt of such reimbursement.

All National Board Certified Teachers shall receive additional compensation in the amount of 4% of their annual base salary as long as they hold National Board Certification. Such payment will be part of the teachers' annualized salary for retirement purposes.

### **4. Tuition Reimbursement**

Effective September 1, 2004, permanent teachers not getting a career award who commit to 3 years of continuous employment in the Boston Public Schools will be reimbursed for tuition expenses accrued in a given school year. Payment will not exceed \$500 per teacher per school year. If the total spent in 04/05 exceeds \$450,000, then the total for the pro-

gram in 05/06 will not exceed \$400,000. If the total spent in 04/05 does not exceed \$450,000, then the total in 05/06 will not exceed \$450,000.

## **G. Collaborative Coaching and Learning**

Effective September 1, 2004, teachers are required to participate in Collaborative Coaching and Learning (“CCL”). Each elementary teacher will receive either coverage for the 180 minutes of planning and development time or will be compensated on a pro rata, retirement-worthy basis on their annual salary for the 180 minutes used for CCL per year, at the discretion of the teacher.

For school year, 2006-2007, teachers will not be required to give demonstration lessons. Effective 9/1/07, all teachers will demonstrate at least one lesson in a CCL cycle per school year. Observations of demonstration lessons will not be used in any performance evaluation or as part of the evaluation document. No teacher will be required to commit additional time to prepare or debrief a CCL demonstration lesson outside of contractual time.

## **H. Peer Assistance Program (Effective 9/1/07)**

### **a. Purpose and introduction**

The objective of the Peer Assistance program is to improve teaching in the Boston Public Schools and provide support for permanent teachers who are experiencing difficulties in the classroom. In cooperation with the building principal or headmaster, a Peer Assistant will work with the participating teacher to identify areas of improvement, develop specific performance goals, offer support and monitor the progress of the teacher. Individually crafted performance and teaching goals for the participating teacher will be aligned with the BPS Dimensions of Effective Teaching and the teacher performance evaluation tool.

Participation in the Peer Assistance program is voluntary.

The management of the Peer Assistance program will be the responsibility of the Peer Assistance Committee (PAC) which is to be comprised of both BPS and BTU members.

While the Peer Assistance program is designed and intended to help teachers in need, the Peer Assistance program will

be separate from the performance evaluation of teachers. A teacher's selection into or denial of selection into the Peer Assistance program will not be grievable nor be arbitrable. The parties agree that peer assistants shall receive training, and the development thereof shall be up the joint committee below.

- b. Program Management & the Peer Assistance Committee  
The Peer Assistance program will be administered by a PAC comprised of two (2) BPS selected members and three (3) BTU selected members. This five-member committee will be responsible for:
  - a. Selecting participating teachers in the Peer Assistance program.
  - b. Hiring, evaluating, deploying, and managing Peer Assistants.
  - c. Providing reports to both the Superintendent and Boston Teachers Union President on the progress of, participation in, and results of the Peer Assistance Program on request.
- c. Peer Assistant
  - i. Four (4) full time Peer Assistants will be hired for the 2007-2008 school year.
  - ii. Each Peer Assistant will work with up to twelve (12) teachers at any one time.
  - iii. The length of time a Peer Assistant is assigned to a participating teacher will be determined by the PAC, taking into account the recommendation of the Peer Assistant.
  - iv. Peer Assistants will be compensated at BTU Group I Salary plus a 5% differential for 2.5 additional hours of work per week.
- d. Evaluation of the program  
The Peer Assistance program will be evaluated at the end of the 2009-2010 school year. Continuation of the program will be subject to the mutual approval of the Superintendent and the BTU.

## **I. Academic Coaches (Effective 9/1/07)**

All academic coaches shall be granted permanent status as teachers after working, while properly licensed, for three consecutive years and one additional day under the contract.

The role of an academic coach is to support the classroom teacher. Classroom support is to be prearranged in order to minimize classroom disruption. Coaches and teachers are encouraged to work together to create a mutually agreed upon schedule of interaction.

# **Article VII**

## **Working Conditions**

### **A. School Facilities**

#### **1. Libraries**

- (a) Facilities for a library collection for reference and circulation shall be provided for all schools.
- (b) A well-stocked library room shall be provided in all older structures where there is at least one vacant room or other adequate space which would be renovated.

#### **2. Consultation Rooms**

- (a) Appropriate consultation rooms will be provided for uninterrupted work which shall include psychological testing and teacher-parent interviews in every new building and in every old building space shall be renovated for this purpose.
- (b) An adequate consultation room shall be made available for the private use of School Nurse wherever possible.
- (c.) Appropriate consultation rooms shall be provided to all itinerant service providers (school psychologists, occupational therapists, physical therapists, and speech/language therapists) for uninterrupted work which shall include testing, therapy, and teacher/parent interviews in every new building.

#### **3. Guidance Counselors**

- (a) Telephone service is to be provided in each high school solely for the use of Guidance personnel.
- (b) Counselors are to be provided with such necessary equipment as a proper desk, chairs and file cabinets.
- (c) A committee involving members of OIIT and the guidance department shall meet to discuss student records and transcripts, with the goal that all elementary, middle and high school cumulative records shall be computerized-elementary. Hard copies will no be required to be kept.

#### **4. Music**

(a) Suitable musical instruments shall be provided for musically talented children.

(b) In all new schools a suitable area shall be provided for the teaching of vocal and instrumental music.

#### **5. Vocational Education**

Equipment used in vocational education shall be replaced so as to parallel as nearly as possible that used in industry.

#### **6. Industrial Arts and Home Economics**

The Committee will endeavor to provide sufficient lighting in shops and to furnish the various machines and equipment necessary for a complete and adequate Industrial Arts and Home Economics Program in the schools, and to this end to utilize all possible sources of available federal funds and surplus property.

#### **7. Physical Education**

Proper and sufficient equipment shall be provided for a well-rounded physical education program in all schools.

#### **8. Resource Center**

The assistant superintendent for each of the six school areas of the city shall establish a resource center in his/her area. These resource centers will display all books on the current book lists to the extent that such books are provided by the publishers or distributors hereof.

#### **9. Telephones**

(a) The School Department and the Union will cooperate in efforts to increase teachers' access to telephones for the purpose of contacting parents and securing services for students.

(b) A pay telephone for faculty use shall be located in each Middle School and in other buildings to assure privacy where possible.

## **10. Duplication Facilities**

The School Department and the Union will cooperate in efforts to insure that all teachers have reasonable access to duplication equipment for materials and record keeping.

## **11. Parking and Tolls**

(a) Teachers of the physically handicapped shall be provided with parking permits.

(b) The School Committee shall request the City to provide every member of the bargaining unit who so requests a window sticker for his or her automobile that will allow that person to park during school hours on the streets near his or her work site without being ticketed.

(c) The School Department, in cooperation with the Union, shall request the Massachusetts Port Authority to allow BTU members who pay tunnel or bridge tolls on route to work the opportunity to obtain orange Fast Lane transponders. Effective 9/1/07, the school department shall write a letter requesting that any teacher who currently must take either, the Tobin Bridge, Ted Williams or Sumner Tunnel at a cost of \$3.00 per day, is eligible for a discounted rate.

(d) Effective 9/1/07, BTU members will be eligible for reduced rate/pre-tax T Passes, contingent upon City Wide Policy regarding Flexible Spending accounts.

## **12. Mail**

A teachers' mailbox shall be provided in all schools.

## **13. Teachers' Lounge**

(a) Every school building shall have at least one teachers' lounge which is kept clean and provided with suitable furniture and other amenities.

(b) Every effort shall be made to provide for refrigerators and cooking facilities in all teacher lounges in buildings without cafeterias.

#### **14. Snow Plowing**

The School Committee shall guarantee that snow is plowed from schoolyards used for parking at no expense to bargaining unit members.

#### **15. Ted Williams Tunnel**

The School Department will apply for Ted Williams Tunnel passes for all bargaining unit members who commute to work through this tunnel.

#### **16. Alternative Education**

For the 2004-2005 school year, the School Department shall provide an additional 195 alternative education seats for high school students, an additional 60 alternative education seats for middle school students, and open two additional Saturday alternative education programs similar to that offered at the Baron Center for elementary students for a total of 255 seats. The BTU and the School Department shall form a joint committee to review alternative education requirements for elementary students and make recommendations to the School Department. All alternative education positions shall be open posted. The parties agree that a budget will be allotted for alternative education programs.

#### **17. Working and Learning Space (Effective 9/1/07)**

- (a) *Appropriate Space*  
All teachers shall have an exclusive working desk in one of the rooms that they use.
- (b) *Adequate, Clean and Safe Learning Spaces*  
All students and staff shall be provided with safe and clean learning spaces/classrooms.
- (c) *Priority of Space*  
The BPS shall issue a directive to all administrators making it clear that BTU members who teach shall be given priority in obtaining classrooms and adequate space before “extended services” personnel or coaches.
- (d) *Common Courtesy In Advance of Classroom Visit*  
All visitors to a classroom shall knock on the

door and, if invited to do so, will introduce themselves.

- (e) *Speech and Language Pathologists*  
The school department will issue a letter annually directing that prior to implementation of services a BPS Speech/Language Pathologist shall be provided with an appropriate room, furniture and phone for uninterrupted work which will include testing, therapy and teacher/parent consultation.
- (f) *Clinical Social Workers*  
Clinical Social Workers shall be entitled to an adequate work-space in all new, BPS facilities.
- (g) *School Psychologists*  
Appropriate office space and equipment including tables, chairs, phones, and computers will be available at the designated office of Psychological Services.
- (h) *Physical Therapists*  
In all new buildings and buildings undergoing major renovations, there shall be a safe, consistent, non-hazardous space for the Physical Therapist with a secure space for storing equipment.

## **B. Books and Supplies**

1. All supply orders for school materials, nurses' supplies, education supplies, and cooks' supplies shall be prepared by the building administrator in cooperation with the teachers.
2. Teaching materials and supplies shall be made available to teachers of the physically handicapped at a central stockroom designated by the Director of Teachers of the Physically Handicapped.
3. Industrial Arts and Home Economics teachers may order and acquire books for their classes in the same manner as that used in other subject areas.
4. Vocational Education teachers may order and acquire books for their classes in the same manner as that used in other subject areas.

5. All supply orders for arts books and reading materials shall be prepared by the building administrator in cooperation with the arts teachers.

### **C. Classroom Environmental Control**

1. A classroom will be closed when the temperature falls below 60 F., or whenever the temperature or climate becomes too oppressive.

2. The Committee shall continue to cooperate with the Union in a mutual effort to eradicate the asbestos problem from school buildings.

3. Consistent with School Committee policy and state law, there shall be no smoking in any school building or anywhere on school grounds.

4. Effective September 1, 2004 through August 31, 2006, the School Department shall appropriate a minimum of \$12,500 per school year towards the hiring of an independent air quality testing company. The company hired shall be chosen jointly by the BTU and the School Department in accordance with proper bidding procedures. The company will be hired to conduct independent air testing on an as-needed basis and report its findings to both the Union and the School Department.

### **D. School Construction and Repair**

1. The School Committee or its representatives and representatives of the Union shall exchange views concerning design and equipment of proposed new construction, alteration and repair of existing facilities.

2. Every effort will be made to insure that repairs which are disruptive to the education process are not done during class time. The administrative head should be notified as to when such work will be performed. Complaints shall be filed with the Chief Structural Engineer.

### **E. Student Discipline**

1. Other features of school discipline shall be spelled out in the form of a memorandum of agreement between the parties; such

memorandum shall represent a comprehensive Discipline Code. It shall be distributed to all teachers.

2. The Committee agrees that a Union committee shall conduct a yearly review of the "Code of Discipline" and that the Committee shall accept the union committee's recommendations as considerations for committee action.

3. Teachers directly involved in the suspension of a student shall have the opportunity, if requested, to confer with student's parents or legal guardians prior to the readmission of the suspended student.

## **F. Information at the School**

1. All official circulars shall be posted on school bulletin boards for inspection of teachers and shall be made available to teachers on request and shall be kept in an available file with a dated checklist.

2. A copy of current teaching programs, non-teaching assignments, administrative and planning and development periods shall be available at each school.

3. Each school shall have a copy of the Committee Rules and regulations available to the teachers.

4. The school time schedule will be posted in September in an area accessible to the entire faculty.

5. All catalogs, approved lists for educational materials, and book order forms shall be delivered to the schools a minimum of six (6) weeks before these orders are to be placed.

## **G. Teacher Files**

All teacher files shall be maintained under the following circumstances:

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he or she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signa-

ture merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

2. The teacher shall have the right to answer any material filed and his or her answer shall be reviewed by the Personnel Manager and attached to the file copy.

3. Upon request by the teacher, the teacher shall be given access to his or her file without delay.

4. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his file.

## **H. Assistance in Assault Cases**

1. Principals shall report all cases of assault suffered by teachers, in connection with their employment, to the Director of Personnel.

2. Whenever it is alleged that a teacher has assaulted an individual, or that an individual has assaulted a teacher, the Principal and Director of Personnel shall cooperate with the teacher involved in the investigation of the incident. The Director of Personnel shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the individual or individuals involved. The Committee shall 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 the negligence of such teacher or other act of his resulting in accidental damage to or destruction of property, while acting as such teacher, and may 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 after investigation it shall appear to the Committee 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 this provision shall have been made by the Corporation Counsel, upon the request of the Committee, or if such Corporation Counsel fails or refuses to defend such action or claims, by an attorney employed by such teacher. The Committee shall appropriate funds for this purpose in the same manner as appropriations for General School Purposes.

3. The parties agree that an administrative circular will be sent to all schools no later than December 1st, dealing with the procedure in cases of suspension arising from assault on teachers by students.

4. Related medical expenses of a person absent pursuant to III A, f, 1 shall be paid for by the Committee.

## **Article VIII**

### **Compensation and Benefits**

#### **A. Step Placement and Step Advancement**

##### **1. Hiring Rate**

(a) All persons covered by this Agreement shall be hired at the minimum salaries for their respective ranks, except as hereinafter provided.

(b) If such persons are receiving a salary equal to or in excess of the minimum salary of the rank to which they may be appointed, they shall be placed upon that year of the schedule which most nearly approaches, but is not less than the salary they are receiving in a teaching or other position at the time of the appointment; provided, that salaries shall be based upon the regular annual compensation received in a teaching or other position identical with or definitely related to the instruction which teachers are to give up to the maximum of this salary schedule.

(c) Persons who leave other positions or teachers who leave teaching positions in other school systems to serve as a substitute or provisional teacher, and while serving as a substitute or provisional teacher are appointed, shall be placed upon the year of the schedule which most nearly approaches but is not less than the salary they received in a teaching position or other position identical with or definitely related to the instruction which teachers are to give, held immediately prior to the employment as a substitute or provisional teacher.

(d) For purposes of recruiting teachers into areas where there may be a teacher shortage or for affirmative action purposes, the Committee may place newly hired teachers on any step of the salary grid. Further, the Committee may pay moving expenses or other up-front, non-recurring payments as a hiring incentive.

(e) Every person who on September 1, 1976 or 1977 was serving in a rank specified in the foregoing salary schedule shall be placed on the minimum salary of his/her grouping, provided, however, that the salary of no person shall be re-

duced; and provided further, that nothing herein contained shall be construed to deprive any person of salary increases provided by other orders of the Committee.

## **2. Credit for Prior Work Experience**

### *(a) Outside the Boston School System*

Persons who have taught outside the Boston School System shall receive year for year service credit for such teaching experience for salary purposes on the Group I Salary Schedule, up to a maximum of three (3) years. For the purpose of this paragraph a year's teaching shall mean at least one hundred and sixty (160) days teaching performed under a certificate granted by the Massachusetts Department of Education or certificate that requires equal qualification.

### *(b) Boston Professional Experience*

Credit for all prior teaching experience in the City of Boston shall be granted to all those in Group I of the salary schedule. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year's teaching experience.

All persons appointed to permanent service shall be placed upon that year of the salary schedule to which their years of permanent, permanent substitute, provisional, and temporary service in the Boston public schools entitles them. For salary purposes one hundred twenty (120) days within a school year shall be credited as one year's teaching experience.

Credit for all prior School Nursing experience in the City of Boston shall be granted to all nurses. One hundred twenty (120) days' credit for salary purposes per school year shall be the basis for computing one year of School Nurse experience.

### *(c) Professional Service Credit*

Paraprofessionals who have become or do become teachers in the Boston School system shall receive one year of salary credit for every three years worked as a Boston Public School paraprofessional, up to a maximum of three (3) years

for salary credit. For salary purposes one hundred twenty days (120) shall be the basis for computing one school year.

### **3. Provisional Teachers**

(a) On or before December 1, the Committee will determine when a vacancy is expected to last for the duration of the school year and shall grant a prospective contract to a provisional teacher hired to fill such vacancy. After December 1, a teacher who is expected to perform for the balance of the school year in the same assignment will be paid as a long-term substitute in accordance with the agreed upon terms governing substitute teachers and there shall be no retroactive contracts.

(b) Provisional teachers shall be given salary credit for up to three (3) full years of satisfactory teaching experience inside or outside of the school system. A “full” year inside the system for salary purposes is calculated as no less than one hundred twenty (120) days and includes service as a substitute. A “full” year outside the school system is calculated at no less than one hundred sixty (160) days and excludes service as a substitute.

(c) Provisional teachers shall be entitled to step advancement on the same basis as permanent teachers, without being capped at the third step on the bachelor schedule.

### **4. Other Provisions Regarding Step Placement**

(a) *Master's Degree*

Teachers appointed heretofore or hereafter who obtain a Masters degree granted in a course by an educational institution approved by the Committee shall be placed on the step of the higher schedule for teachers which is the same step they hold in the lower schedule for teachers.

(b) *Length of Service*

All persons serving in ranks listed in Group I and Group II who are below the maximum salary shall be placed on that step to which their years of service in their group entitle them.

## **5. Step Advancement**

(a) All persons serving in ranks listed in Group I, on maximum salary on August 31, 1997 shall be advanced to the maximum salary in Group I, on September 1, 1997 and on maximum salary August 31, 1998, shall be advanced to the maximum salary in Group I, on September 1, 1998. All persons on the maximum salary on September 1, 1998 shall be advanced to the maximum salary in Group I on September 1, 1999.

(b) Those persons who at the time of their appointment have not had one hundred twenty (120) days for salary purposes within the school year of their appointment but who do have a total of at least one hundred twenty (120) days for salary purposes in the school year of their appointment will advance a step on the salary schedule, to the maximum, on each September following their appointment.

All other persons will advance a step on the salary schedule, to the maximum, on the first day of the month of the appointment in each year.

(c) During the school year all persons in Group I and II who on the prior August 31 shall not have reached maximum salary of the respective anniversary dates by the amount of the annual increment provided for in the foregoing schedule until the maximum of their respective ranks is reached: provided that the final increment shall be such as shall place the person upon the maximum salary of his rank.

## **B. Payment of Salaries**

Salaries shall be deemed fully earned at the end of the school year and proportionately earned during the school year. Salaries shall be paid over a ten month period beginning with the first month of the school year and ending with the June month. Teachers who opt to be paid over twelve months will receive their full salary in 26 equal checks, issued every other Friday. Those who opt to be paid over ten months will receive their full salary in 22 checks, issued every other Friday, September through June.

(1) Effective September 1, 2006, all members of the teacher unit and the paraprofessional unit shall receive a one-time bonus of \$500.00. This bonus will not be calculated as part of the base wage.

## C. Group I Salary Schedule

### Biweekly Pay Schedule 09/01/06 - 08/31/07

Year	A		B		C			D	
	Bachelor	B+15	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	46,517	48,215	49,920	51,626	53,328	55,021	56,935	58,411	59,252
3	49,355	51,058	52,757	54,465	56,158	57,867	59,782	61,259	62,100
4	52,201	53,906	55,602	57,307	59,006	60,701	62,625	64,102	64,942
5	55,038	56,957	58,865	60,782	62,702	64,612	66,738	68,216	69,056
6	58,363	60,272	62,187	64,100	66,015	67,923	70,186	71,664	72,505
7	62,151	64,062	65,980	67,893	69,809	71,725	73,854	75,332	76,173
8	65,985	67,894	69,812	71,725	73,641	75,560	77,687	79,165	80,007
9	69,314	71,224	73,140	75,055	76,969	78,890	81,017	82,496	83,336

### Biweekly Pay Schedule 09/01/07-1/31/08

Year	A		B		C			D	
	Bachelor	B+15	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	47,913	49,662	51,418	53,175	54,928	56,672	58,643	60,163	61,030
3	50,836	52,590	54,340	56,099	57,843	59,603	61,575	63,097	63,963
4	53,767	55,523	57,270	59,026	60,776	62,522	64,504	66,025	66,890
5	56,689	58,666	60,631	62,605	64,583	66,550	68,740	70,262	71,128
6	60,114	62,080	64,053	66,023	67,995	69,961	72,292	73,814	74,680
7	64,016	65,984	67,959	69,930	71,903	73,877	76,070	77,592	78,458
8	67,965	69,931	71,906	73,877	75,850	77,827	80,018	81,540	82,407
9	71,393	73,361	75,334	77,307	79,278	81,257	83,448	84,971	85,836

### Biweekly Pay Schedule 02/01/08-08/31/08

Year	A		B		C			D	
	Bachelor	B+15	Masters	M+15	M+30	M+45	M+60	M+75	Doctorate
1	43,202	44,692	46,175	47,668	49,156	50,643	52,346	53,822	54,664
2	48,513	50,261	52,018	53,775	55,528	57,272	59,243	60,763	61,630
3	51,436	53,190	54,940	56,699	58,443	60,203	62,175	63,697	64,563
4	54,367	56,123	57,870	59,626	61,376	63,122	65,104	66,625	67,490
5	57,289	59,266	61,231	63,205	65,183	67,150	69,340	70,862	71,728
6	60,714	62,680	64,653	66,623	68,595	70,561	72,892	74,414	75,280
7	64,616	66,584	68,559	70,530	72,503	74,477	76,670	78,192	79,058
8	68,565	70,531	72,506	74,477	76,450	78,427	80,618	82,140	83,007
9	71,993	73,961	75,934	77,907	79,878	81,857	84,048	85,571	86,436

**Biweekly Pay Schedule  
09/01/08 - 01/31/09**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	44,498	46,033	47,560	49,098	50,631	52,162	53,916	55,437	56,304
2	49,968	51,769	53,579	55,388	57,194	58,990	61,020	62,586	63,479
3	52,979	54,786	56,588	58,400	60,196	62,009	64,040	65,608	66,500
4	55,998	57,807	59,606	61,415	63,217	65,016	67,057	68,624	69,515
5	59,008	61,044	63,068	65,101	67,138	69,165	71,420	72,988	73,880
6	62,535	64,560	66,593	68,622	70,653	72,678	75,079	76,646	77,538
7	66,554	68,582	70,616	72,646	74,678	76,711	78,970	80,538	81,430
8	70,622	72,647	74,681	76,711	78,744	80,780	83,037	84,604	85,497
9	74,153	76,180	78,212	80,244	82,274	84,313	86,569	88,138	89,029

**Biweekly Pay Schedule  
02/01/09-08/31/09**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	44,943	46,493	48,036	49,589	51,137	52,684	54,455	55,991	56,867
2	50,468	52,287	54,115	55,942	57,766	59,580	61,630	63,212	64,114
3	53,509	55,334	57,154	58,984	60,798	62,629	64,680	66,264	67,165
4	56,558	58,385	60,202	62,029	63,849	65,666	67,728	69,310	70,210
5	59,598	61,654	63,699	65,752	67,809	69,857	72,134	73,718	74,619
6	63,160	65,206	67,259	69,308	71,360	73,405	75,830	77,412	78,313
7	67,220	69,268	71,322	73,372	75,425	77,478	79,760	81,343	82,244
8	71,328	73,373	75,428	77,478	79,531	81,588	83,867	85,450	86,352
9	74,895	76,942	78,994	81,046	83,097	85,156	87,435	89,019	89,919

**Biweekly Pay Schedule  
09/01/09-01/31/10**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	46,291	47,888	49,477	51,077	52,671	54,265	56,089	57,671	58,573
2	51,982	53,856	55,738	57,620	59,499	61,367	63,479	65,108	66,037
3	55,114	56,994	58,869	60,754	62,622	64,508	66,620	68,252	69,180
4	58,255	60,137	62,008	63,890	65,764	67,636	69,760	71,389	72,316
5	61,386	63,504	65,610	67,725	69,843	71,953	74,298	75,930	76,858
6	65,055	67,162	69,277	71,387	73,501	75,607	78,105	79,734	80,662
7	69,237	71,346	73,462	75,573	77,688	79,802	82,153	83,783	84,711
8	73,468	75,574	77,691	79,802	81,917	84,036	86,383	88,014	88,943
9	77,142	79,250	81,364	83,477	85,590	87,711	90,058	91,690	92,617

**Biweekly Pay Schedule  
02/01/10-08/31/10**

<u>Year</u>	<u>A</u>		<u>B</u>		<u>C</u>			<u>D</u>	
	<u>Bachelor</u>	<u>B+15</u>	<u>Masters</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
1	46,754	48,367	49,972	51,587	53,198	54,808	56,650	58,248	59,159
2	52,502	54,395	56,295	58,196	60,094	61,981	64,114	65,759	66,697
3	55,665	57,564	59,458	61,362	63,248	65,153	67,286	68,935	69,872
4	58,838	60,738	62,628	64,529	66,422	68,312	70,458	72,103	73,039
5	62,000	64,139	66,266	68,402	70,541	72,673	75,041	76,689	77,627
6	65,706	67,834	69,970	72,101	74,236	76,363	78,886	80,531	81,469
7	69,929	72,059	74,197	76,329	78,465	80,600	82,975	84,621	85,558
8	74,203	76,330	78,468	80,600	82,736	84,876	87,247	88,894	89,832
9	77,913	80,043	82,178	84,312	86,446	88,588	90,959	92,607	93,543

**Masters +75 Lane**

Amend Article VIII(C) by adding an “M+75” lane after “M+60” in all salary schedules effective September 1, 2005. M+75 shall be equal to M+60 plus \$1,400. The Doctorate lane shall be equal to M+60 plus \$2,200. On 9/1/05, the parties agree to the following sequence of salary changes, from the previous year: A 1% raise will be enacted across the board. The M75 lane will be implemented as described as will the new doctorate lane. Another 1% raise will be enacted after the implementation of the Masters 75 increase.

**D. Column Placement**

**1. Column A**

Column A applies to holders of a Bachelor’s degree or other certification.

**2. Column B**

Column B applies to those persons who:

(a) Hold a Masters degree granted prior to September 1, 1958 or a Master’s degree granted in a course after said date by an educational institution approved by the committee;

(b) Have served ten years under one of the following certificates: Certificate IV High School, Certificate XI-Special, Valid in Day High School Elementary and/or Middle, or Certificate XXVIII - Boston Business School, or Certificate XXXI High School Women, or Certificate XXXI or XXXI-B Day

and Evening Industrial Schools, or Certificate XXXVI-School Librarian;

(c) Are now serving under Certificate XXXI High School Women, or Certificate XXXI or XXXI-B Day and Evening Industrial Schools and hold a Bachelor's degree or are now serving under one of the Certificates aforementioned in this clause after having served under Certificate XXX and who have completed in the aggregate ten years of service under Certificate XXX, XXXI, or XXXI-B;

(d) Are serving under Certificate IV High School Military Science and hold in the armed forces of the United States the rank of Major or Lieutenant Commander or a higher rank;

(e) Are serving under Certificate XI - Special Assistant Director Music;

(f) Are a Trades teacher and have earned 30 credits at the college level; or

Anyone hired after August 31, 1986 shall not be subject to subsections (b), (c), (d), and (e) of this Section.

### **3. Column C**

Column C applies to those members of the bargaining unit who possess a Master's degree and have earned a total of thirty (30) additional graduate credits or a law degree from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee provided, however, that this language shall not displace any rights to which any teacher may be entitled in the 1971-72 Agreement between the parties; or the person is a Trades teacher who has earned a Bachelor's degree; or the person is now serving under Certificate IV, High School, Women, or Certificate XXXI or XXXI-B, Day and Evening Industrial Schools was a prerequisite, holds a Master's degree, and is currently not serving in the Industrial Arts Section of the Department of Vocational Education and Industrial Arts. Anyone hired after August 31, 1986 shall not be subject to the last clause, "or the person is now serving ... industrial arts."

### **4. Column D**

Column D applies to those persons in Group I who hold an earned Doctor's degree from an institution of higher

learning accredited by the Committee; or a Trades teacher who has earned a Master's plus 30 credit.

## **5. Lane Advancement**

(a) For Group I and Group II, credit towards the "Bachelor's and 15 credits" lane, the "Master's and 15 credits" lane, the "Master's and 45 credits" and the "Master's and 60 credits" lane shall be granted on the same basis as that for which credits have been granted for the 30 added credits required for the "Master's and 30 credits" lane.

(b) Lane placement on an equivalency basis shall be granted to Trades teachers so that they achieve Master's plus 45 upon earning a Master's degree.

(c) In accordance with past policy, credit shall be granted for salary purposes for in-service courses and all graduate courses taken at an institution of higher learning accredited by the Committee. Credit in the excess of ten (10) but not in excess of thirty (30) shall be granted for salary purpose for in-service courses earned after September 1, 1980.

The School Department reserves the right to disapprove for salary credit courses that are unrelated to the field of education in the Boston Public Schools, or to subjects taught therein, or which do not enhance advancement up the educational career ladder for bargaining unit personnel. Law credits or degrees shall be creditable for employees who were in law school on or before the date of ratification of the 1983-86 Agreement and who acquire their law degree on or before June 30, 1985. Other employees with a law degree will always be placed one lane on the salary scale advanced from where they would otherwise be. Requests for pre-approval of any courses shall be responded to by the Human Resource Department promptly.

(d) With the School Department approval of subject matter and provider, fifteen (15) contact hours of continuing education shall equal one (1) in-service credit for nurses, speech and language pathologists, school psychologists, pupil adjustment counselors, guidance counselors, occupational and physical therapists, and vision teachers.

## E. Group II Salary Schedule

### 1. Salary Schedule

The following schedule shall be effective September 1, 1997, for Division Foremen and Forewomen, Division Heads, Supervising Nurses, Guidance Counselors, Research Assistants, School Adjustment Counselors, Supervisors of Fine Arts, Vocal Music, and Physical Education in Elementary Schools, Teacher Coordinators, Vocational Assistants, and Vocational Instructors, Supervisors of Handicrafts (Special Classes), Assistant Industrial Arts, and any other person mentioned in Appendix A of this document under Group II:

#### Group II Salary Schedule Biweekly Pay Schedule 09/01/06-8/31/07

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	77,348	79,321	81,317	83,313	85,517	86,996	87,837
(after 8 years)	80,675	82,650	84,647	86,641	88,845	90,326	91,167

#### Biweekly Pay Schedule 09/01/07-1/31/08

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	79,668	81,701	83,757	85,812	88,083	89,606	90,472
(after 8 years)	83,095	85,130	87,186	89,240	91,510	93,036	93,902

#### Biweekly Pay Schedule 02/01/08-8/31/08

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	80,268	82,301	84,357	86,412	88,683	90,206	91,072
(after 8 years)	83,695	85,730	87,786	89,840	92,110	93,636	94,502

#### Biweekly Pay Schedule 09/01/08-1/31/09

	A	B				C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	82,676	84,770	86,888	89,004	91,343	92,912	93,804
(after 8 years)	86,206	88,302	90,420	92,535	94,873	96,445	97,337

**Biweekly Pay Schedule  
02/01/09-8/31/09**

	A		B			C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	83,503	85,618	87,757	89,894	92,256	93,841	94,742
(after 8 years)	87,068	89,185	91,324	93,460	95,822	97,409	98,310

**Biweekly Pay Schedule  
09/01/09-1/31/10**

	A		B			C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	86,008	88,187	90,390	92,591	95,024	96,656	97,584
(after 8 years)	89,680	91,861	94,064	96,264	98,697	100,331	101,259

**Biweekly Pay Schedule  
02/01/10-8/31/10**

	A		B			C	
	<u>Base</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>M+75</u>	<u>Doctorate</u>
	86,868	89,069	91,294	93,517	95,974	97,623	98,560
(after 8 years)	90,577	92,780	95,005	97,227	99,684	101,334	102,272

**2. Column A**

Column A applies to persons appointed by the Committee to this Group II.

**3. Column B**

Column B applies to those members of the bargaining unit who possess a Master's degree and have earned a total of thirty (30) additional graduate credits or a law degree from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee provided, however, that this language shall not displace any rights to which any teacher may be entitled in the 1971-72 Agreement between the parties; or the person is a Trades teacher and has earned a Bachelor's degree; or the person is now serving under Certificate IV, High School in an area where Certificate XXXI for High School, Women, or Certificate XXXI or XXXI-B, Day and Evening Industrial Schools was a prerequisite, holds a Master's degree, and is currently not serving in the Industrial Arts Section of the Department of Vocational Education and Industrial Arts.

Anyone hired after August 31, 1986 shall not be subject to the last clause, "or the person is now serving ... industrial arts."

#### **4. Column C**

Column C applies to those persons in the Group who hold an earned Doctors degree from an institution of higher learning accredited by the Committee; or the person is a Trades teacher and has earned a Master's plus 30 credits.

#### **5. Other Group II Eligibility Provisions**

(a) Employees permanently appointed on or after September 1, 1978 as guidance counselors, guidance advisors, research assistants (psychologists), and school adjustment counselors will be paid at Group I rates. All employees permanently appointed to any such position on or before August 31, 1978, or who were serving on an acting basis in any such position and were thereafter appointed to any such position, will continue to be paid or continue to be eligible to be paid at Group II rates. It is understood that this provision is not intended to guarantee appointment to any person so serving on an acting basis.

(b) Nothing herein shall be construed to be a waiver of the rights of those persons now or formerly known as assistant headmaster-subject area, currently the subject of a proceeding at the SLRC.

### **F. Acting Rates and Differentials**

#### **1. Acting Positions**

Any person in Groups I and II who may be designated by the Superintendent in accordance with the regulations to act in the position of a headmaster, shop superintendent, principal of a school or district, or of a director, associate director, or chief examiner, for a continuous period exceeding two (2) weeks, shall be paid per day for each day of service in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>8/31/2009</u>	<u>9/1/2009</u>	<u>8/31/2010</u>
		Blended Rate	Last Rate	Blended Rate	Last Rate
53.09	54.68	56.59	57.03	59.03	59.48

Any person in Groups I and II who may be similarly designated to act in the position of assistant director, assistant in

charge, supervisor, assistant headmaster (subject area), head instructor, coordinator, guidance counselor or division head, assistant principal, or shop foreman, shall be paid per day for each day of service in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

## **2. Acting Assistant Headmaster (Subject Matter)**

Any master, junior master, or teacher, Latin or Day High Schools, who may be designated by the Superintendent in accordance with the regulations as acting assistant headmaster (subject area) wherein there are not less than fifteen hundred (1500) pupil hours in foreign (including ancient) languages, taught by at least three (3) teachers whole or part time, or of any other department wherein there are not less than two thousand (2,000) pupil hours, taught by at least four (4) teachers whole or part time, shall be paid per day for each day of service, in addition to the regular salary of his or her rank:

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

## **3. Teacher-in-Charge**

Any person in Groups I and II of this salary schedule who may be designated by the Superintendent as teacher-in-charge of a building where there is no permanent assistant principal, assistant headmaster (subject area), or as teacher-in-charge of an elementary unit in a middle school, a high school or in an elementary school where there are at least four (4) classes shall be paid per day for each day of service, in addition to the regular salary of his or her rank. This sum shall be paid even when a teacher is out for acceptable reasons under this contract.

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u> Blended Rate	<u>8/31/2009</u> Last Rate	<u>9/1/2009</u> Blended Rate	<u>8/31/2010</u> Last Rate
26.61	27.41	28.37	28.59	29.59	29.82

The position of teacher-in-charge shall be posted at the beginning of each school year in those elementary schools with no assistant principal. The principal shall designate as teacher-in-charge a person who is assigned full time to the school, who has an exemplary attendance record, and who is qualified, in the judgment of the principal, to serve in such capacity.

The teacher-in-charge shall be paid the per diem differential for each full day beginning with the first day the principal is out of the building.

Every effort shall be made to avoid having both the principal and the teacher-in-charge out of the school on the same day. If, however, both are absent on the same day, an alternate teacher-in-charge may be designated and paid in the same manner as set forth above, provided that only one teacher shall be paid a stipend as teacher-in-charge on a given day.

#### **4. H.H.H.O.R.C.**

All persons employed at the H.H.H.O.R.C. who are scheduled to work by the headmaster or his or her designee beyond the regular teacher work day shall be paid at the contractual hourly rate specified in Section VIII(H)(12) prorated for any fraction of an hour so scheduled.

This salary differential will be part of the teacher's annual salary and teachers will receive this in equal installments included as part of their regular pay checks.

The teaching load at the HHHORC will be consistent with the principles set forth in Sections V(A)(2)(a)-(d) and V(A)(4)(a)(2) based upon a longer work day. All teachers will have fifty-five (55) minutes for a planning and development period and fifty-five (55) minutes for an administrative period each day. Modules of twenty-five (25) and thirty (30) minutes may be scheduled to achieve these objectives.

#### **5. Special Class Differential**

A special class differential of

<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>8/31/2009</u>	<u>9/1/2009</u>	<u>8/31/2010</u>
		Blended Rate	Last Rate	Blended Rate	Last Rate
1,199	1,235	1,278	1,288	1,333	1,343
(a)	Bargaining unit members not exceeding 220 who were				

named by the parties under the grievance settlement agreement AAA Case No. 1139-1957-77 as having received the Special Class Differential during the school year 1973-1974 and who possessed Special Class Certification 56. Such bargaining unit members will continue to receive this differential for as long as they are employed in a bargaining unit position in the Department of Special Services.

(b) Bargaining unit members not exceeding 105 who taught in the SAR-ESD-DDS classifications for the school year 1977-1978, so long as they continue to teach in one of these classifications.

(c) Teachers of the Deaf at the Mann Unit of the Jackson Mann School, so long as they continue to teach in that position.

## G. Special Rates and Extracurricular Payments

### 1. Miscellaneous Hourly Positions

	<u>9/1/2006</u>	<u>9/1/2007</u>	Blended <u>9/1/2008</u>	Last Rate <u>8/31/2009</u>	Blended <u>9/1/2009</u>	Last Rate <u>8/31/2010</u>
Teachers, Physically Handicapped (not to exceed two sessions per day)	54.67	56.31	58.28	58.58	60.63	56.31
Teachers, Classes of Lip Reading (not to exceed two sessions per day)	54.67	56.31	58.28	58.58	60.63	56.31
Special Assistants - Day School for Immigrants	54.67	56.31	58.28	58.58	60.63	56.31
Per session substitutes	54.67	56.31	58.28	58.58	60.63	56.31

Half day teachers of Kindergarten shall receive one-half the salary and benefits of Provisional Teachers.

### 2. Teachers, Coaches, and Coaches in Latin or Day High Schools

	<u>9/1/2006</u>	<u>9/1/2007</u>	Blended <u>9/1/2008</u>	Last Rate <u>8/31/2009</u>	Blended <u>9/1/2009</u>	Last Rate <u>8/31/2010</u>
Football, Head Coach	9,719	10,011	10,361	10,414	10,778	10,834
Football, Asst Coach	5,737	5,909	6,116	6,147	6,362	6,395
Baseball, Head Coach	6,020	6,200	6,417	6,450	6,676	6,710
Baseball, Asst Coach	4,858	5,004	5,179	5,205	5,387	5,415
Basketball, Head Coach	6,385	6,576	6,806	6,841	7,081	7,117
Basketball, Asst Coach	5,092	5,245	5,428	5,456	5,647	5,676
Indoor Track, Coach	5,182	5,337	5,524	5,552	5,747	5,776
Hockey, Coach	6,385	6,576	6,806	6,841	7,081	7,117

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>Blended 9/1/2008</u>	<u>Last Rate 8/31/2009</u>	<u>Blended 9/1/2009</u>	<u>Last Rate 8/31/2010</u>
Swimming, Coach	5,182	5,337	5,524	5,552	5,747	5,776
Cross Country, Coach	3,460	3,564	3,688	3,707	3,837	3,857
Outdoor Track, Coach	4,312	4,441	4,597	4,620	4,782	4,806
Soccer, Coach	4,617	4,756	4,922	4,947	5,120	5,147
Boating, Coach and Wrestling, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Intramural Coaches – Middle School	58.88	60.64	62.76	63.09	65.29	65.63
Golf, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Softball, Head Coach	6,020	6,200	6,417	6,450	6,676	6,710
Softball, Asst Coach	4,858	5,004	5,179	5,205	5,387	5,415
Badminton, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Bowling, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Cheerleading, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Tennis, Coach	2,592	2,670	2,763	2,777	2,875	2,889
Volleyball, Coach	4,617	4,756	4,922	4,947	5,120	5,147

### 3. Yearbook, Clubs and Audio-Visual and Teachers in Charge and JROTC Instructors

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>Blended 9/1/2008</u>	<u>Last Rate 9/1/2008</u>	<u>Blended 8/31/2009</u>	<u>Last Rate 9/1/2009</u>
<u>8/31/2010</u>						
Teacher in Charge of Yearbook, High School	1,247	1,285	1,330	1,336	1,383	1,390
Teacher in Charge of Yearbook, Middle School	1,247	1,285	1,330	1,336	1,383	1,390
Teacher in Charge of Drama Club	1,247	1,285	1,330	1,336	1,383	1,390
Teacher in Charge of clubs that meet in interscholastic competition	1,247	1,285	1,330	1,336	1,383	1,390
Elementary teacher in charge of audio-visual equip.	1,247	1,285	1,330	1,336	1,383	1,390
JROTC Drill Instructors	1,247	1,285	1,330	1,336	1,383	1,390
Academic Debate Coach	1,247	1,285	1,330	1,336	1,383	1,390

### 4. Evening High Schools

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>Blended 9/1/2008</u>	<u>Last Rate 9/1/2008</u>	<u>Blended 8/31/2009</u>	<u>Last Rate 9/1/2009</u>
<u>8/31/2010</u>						
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistant, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistants, per evening (three hours)	110.32	113.63	117.60	118.21	122.34	122.97

## 5. Evening Trade School

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistant, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistants, per evening (three hours)	110.32	113.63	117.60	118.21	122.34	122.97

## 6. Evening Elementary Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
Supervisors, Division B Classes, per evening (three hours)	124.08	127.80	132.27	132.95	137.60	138.31
Supervisors, Division C Classes, per evening (three hours)	124.08	127.80	132.27	132.95	137.60	138.31
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant, per evening (three hours)	110.32	113.63	117.60	118.21	122.34	122.97

## 7. Summer Review High Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant and School Nurses, per hour (four hours)	147.10	151.51	156.82	157.62	163.14	163.97

## 8. Summer Review Middle Schools

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
Principals, per hour	50.56	52.08	53.90	54.18	56.08	56.36
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Assistant and School Nurses, per hour (four hours)	110.32	113.63	117.60	118.21	122.34	122.97

## 9. Apprenticeship and Journeyman Classes

	9/1/2006	9/1/2007	Blended 9/1/2008	Last Rate 8/31/2009	Blended 9/1/2009	Last Rate 8/31/2010
First Assistants, per hour	41.38	42.62	44.11	44.34	45.89	46.12
Instructors, per hour	36.81	37.91	39.24	39.44	40.82	41.03

## 10. Vocational Education Teachers

Vocational Education Teachers who are required by the Department of Education of the Commonwealth of Massachusetts, or by the Committee, to attend summer courses, shall be paid a week's pay at their rank as an expense allowance toward the costs of tuition, travel, and living in connection with such courses.

## 11. Class Coverage Payment

When coverage of a class one-half (1/2) or more of a period causes loss of Planning and Development, unless relieved of an administrative period, that teacher will be credited with 20% of the rate of the per diem substitute. Payment in full is to be made not later than June 30 of the school year.

## 12. Contractual Hourly Rate

		Blended Rate	Last Rate	Blended Rate	Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>9/1/08-8/31/08</u>	<u>8/31/09</u>	<u>9/1/09-8/31/10</u>	<u>8/31/10</u>
36.81	37.91	39.24	39.44	40.82	41.03

## 13. Externally Funded Extracurricular Activities

The Department may pay a fixed stipend for extra work, regardless of the number of hours, for extracurricular activities dependent upon external funding.

## 14. Language Assessment Team Leader

The Language Assessment Team Leader in bilingual programs at the elementary level shall be granted an extracurricular payment of

		Blended Rate	Last Rate	Blended Rate	Last Rate
<u>9/1/06</u>	<u>9/1/07</u>	<u>9/1/08</u>	<u>8/31/09</u>	<u>9/1/09</u>	<u>8/31/10</u>
711.26	732.59	758.23	764.10	790.04	796.95

to complete Language Assessment team related duties. At the middle and high school levels the Language Assessment Team Leader shall be allowed two (2) administrative periods to perform these duties.

## 15. Early Learning Centers

Provided that staff at early learning centers continue to arrange coverage during school vacations by staggering their

work schedules, staff required to work in excess of ten months shall be paid on a pro rata basis for the additional time.

## **16. Clinical Coordinators**

Clinical coordinators shall be reimbursed the cost of their professional supervision.

## **17. Cooperating Teachers**

A joint study by Committee and Union representatives shall be made for compensation of cooperating teachers.

Each cooperating teacher shall be given two days of leave, with pay, without loss of benefits. Such days shall be taken as mutually agreed upon by the teacher and the administrative head during the last two weeks of the student-teacher training period. In cases of conflict, seniority shall prevail in the selection of days.

## **H. Pay Credit**

The teacher or his or her designated beneficiary, or if there is no designated beneficiary then the estate of the teacher, who is separated from employment or dies during the school year shall receive the pay withheld up to the date of separation or death.

## **I. Traveling Teachers and Mileage**

(1) All personnel covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed for miles traveled in connection with their duties as follows:

(2) The Mileage rate for reimbursement shall be the IRS rate. School Psychologists and Pupil Adjustment Counselors shall be given the option of receiving a yearly payment of \$600.00 as reimbursement for mileage and auto expenses or filling out monthly mileage statements and receiving full reimbursement for documented mileage. There shall be no cap on the number of miles allowed as long as they are documented.

The individuals who opt for the lump sum \$600.00 payment shall be reimbursed in addition to the \$600.00 for mileage outside the City of Boston.

(3) Lump sum payments will be made in June of each year. Psychologists and PAC's who may work part of a year will be reimbursed on a basis of 1/180 for each day worked.

(4) Out-of-city travel will be reimbursed at the applicable cents per mile specified in (b), plus any tolls, upon submission of a voucher and substantiating mileage log in June of each year.

(5) All traveling teachers shall be supplied with parking permits and will have equitable access to departmental supplies and inter-departmental supply lists.

(6) Placement and follow-up personnel in Cooperative Courses shall be considered "Traveling Teachers" for the purpose of this Section.

#### **J. Severance Pay**

Persons who retire, resign, or die after ten (10) years of teaching in the Boston School System shall be paid at the rate of 40% of accumulated, unused paid sick days, without limitation. Payment shall be based on the annual rate of pay of the person at the time of death, retirement or resignation. In the event of death, payment shall be made to the estate.

Persons laid off by the Committee during this Agreement may resign prior to August 31 of the year following the layoff vote and collect severance pay, with forfeiture of recall rights and termination of any further unemployment compensation pay.

To the extent permitted by applicable law, severance shall be paid in two installments. One half of the payment shall be made on or before December 31 of the year of retirement; and the other half shall be paid on or before December 31 of the year after retirement.

#### **K. Tax-Free Annuities**

The Committee agrees it is desirable to allow persons in the bargaining unit to take advantage of the federal law concerning tax-free annuities and shall take such steps as are necessary and possible to implement this program. The company or companies providing the coverage shall be mutually agreed upon by the parties.

#### **L. Retirement Plan—State Boston Retirement System**

Permanently appointed persons have a percentage of their sala-

ries deducted each pay day according to law. The amount you must contribute is as follows:

Eleven percent of your regular compensation if appointed on or after July 1, 2001;

Nine percent of your regular compensation if appointed on or after July 1, 1996;

Eight percent of your regular compensation if appointed on or after January 1, 1984;

Seven percent if appointed on or after January 1, 1975 yet prior to January 1, 1984;

Five percent if appointed prior to January 1, 1975.

In addition to the above, for all employees employed between January 1, 1979 and June 30, 2001, an additional 2% contribution is required on salary above \$30,000.

One must be under age sixty-five, upon entering service, to become a member. Special allowances are granted veterans and those disabled. Generous allowances are made to dependents of those who die on the job after two years of service. Teachers who enter Boston Service may make up ten years of out-of-state service by contributing to our fund.

Pensions are based on the average of one's three highest paid years of service, their total years of service, and their age. One cannot receive more than 80% of the average of their three (3) highest years.

The following Percentage Table is used.

<u>Age at Date of Retirement</u>	<u>Percent</u>
65 or over	2.5
64	2.4
63	2.3
62	2.2
61	2.1
60	2.0
59	1.9
58	1.8
57	1.7
56	1.6
55	1.5

One may retire at any time upon completion of twenty years of service. One may not retire before age fifty-five without completing

twenty years of service. See <http://www.mass.gov/mtrb/> or <http://www.cityofboston.gov/retirement/> for more information.

**Example: Superannuation - Option A**

Group 1 member, at Mast column, retiring as of June 30, 1989, under the following conditions.

- (a) Age 65
- (b) 30 years of service
- (c) Average Salary 3 years prior to 6/30/89

1987	\$33,357
1988	35,960
1989	<u>38,200</u>
	\$107,517 / 3 = \$35,839

**Retirement Allowance Computation**

2.5% of 35,839 x 30 =	\$26,879
(a) Veteran	<u>300</u>
	\$27,179

Please note that this is not the actual method by which the average salary is computed. This is a more simplistic method that will give a close approximation for estimate purposes. One cannot receive more than 80%.

**M. Insurance**

**1. Health**

The City's contribution to all group hospitalization insurance premiums shall be as follows:

A. Effective July 1, 2007 the City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

B. Effective September 1, 2007 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 89%. The employee rate of contribution for

all approved and authorized health maintenance organizations shall be 11%.

C. Effective September 1, 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 88%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12%.

D. Effective September 1, 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%

E. Effective September 1, 2007 the City's rate of contribution for all approved and authorized point of service products shall be 84%. The employee's rate of contribution for all approved and authorized point of service products shall be 16%

F. Effective September 1, 2008 the City's rate of contribution for all approved and authorized point of service products shall be 83%. The employee's rate of contribution for all approved and authorized point of service products shall be 17%

G. Effective September 1, 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

H. Adoption of M.G.L. Chapter 32B  
§ 18.

i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.

ii. In the event that the legislature takes no action on the above mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.

iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current

members upon their retirement. It is the intention of the parties to meet and bargain over the impact of the adoption of Section 18 during the contract period. In the event the impact of said adoption does not conclude during the contract period, the City reserves its right to maintain that the impact of Section 18 shall continue to be an impact bargaining issue. Likewise, the Union reserves its right to maintain that the impact of Section 18 should be addressed as part of successor bargaining. This agreement shall not be construed as an agreement by either party as to whether or not this matter must be subject to impact bargaining or successor bargaining. In the event that this matter does become subject to successor bargaining, the parties will address the matter separate and aside from other matters being negotiated at the main bargaining table. This subsection shall take effect on the effective date of the collective bargaining agreement that expires on August 31, 2007 and expire on August 31, 2010.

I. Re-opener

A re-opener shall take effect if the City of Boston voluntarily enters into an agreement with another City of Boston municipal union (excluding the Boston Water and Sewer Commission) that would have the City paying more than 85% of the HMO premium contribution (or 80% of the POS premium contribution) during any time between September 1, 2009 and August 31, 2010. This re-opener shall be restricted to the issue of what percentage the City will pay for its contribution to HMO and POS premium products.

This section shall take effect upon the effective date of the collective bargaining agreement covering the 2006 – 2007 school year and shall expire on August 31, 2010.

2. Life

The employer contribution to the life insurance

portion of the group insurance plan (\$5,000 policy) shall be 50% with a provision for teachers to purchase more life insurance at a low rate.

## **N. Career Awards**

Career awards shall be paid as follows:

	Effective <u>9/1/03</u>	Effective <u>2/1/05</u>
After 1 year		
Group I maximum		
or upon reaching Group II:	\$ 900	\$1,250
After 14 years	\$1,600	\$1,950
After 19 years	\$2,000	\$2,350
After 24 years	\$2,200	\$2,550
After 29 years	\$3,200	\$3,550
After 34 years	\$3,700	\$4,050
After 39 years	\$4,200	\$4,550
After 44 years	\$4,700	\$5,050

All bargaining unit members not on the salary grid shall be eligible for their first career award after nine (9) years of service.

Teachers shall automatically receive career awards to which they are entitled. Effective July 1, 2004, retroactive career award payments shall not exceed three (3) years.

## **O. Health and Welfare Fund**

The Committee and the Union have established a Trust Fund designated as "The Boston Teachers Union Health and Welfare Fund" to provide such benefits as are set forth in the Health and Welfare Fund Agreement heretofore executed between the parties and incorporated herein by this reference as if set out fully at this point except that the Health and Welfare Fund shall be administered solely by five (5) trustees appointed by the Union and three (3) appointed by the Committee.

The Union agrees to comply with the reporting and disclosure requirements contained in Article IV, Sections 4.7, 4.8, and 4.9 of the Agreement and Declaration of Trust for the Boston Teachers Union Health and Welfare Fund, dated December 23, 1968.

Any bargaining unit member for whom a contribution is made to the Health and Welfare Fund in any school year shall remain covered by the Fund for the duration of that school year so long as he/she

remains in the employ of the Committee in an acting position. No prorated credit shall be due the Committee for such employees. Should a bargaining unit member leave the bargaining unit for the balance of any school year and not remain in the employ of the Committee in an acting position, the Committee shall receive a prorated credit on the July payment to the Fund for those months of the school year beginning with the first full month after notice of service has been sent to and received by the Fund. Contributions to the Fund for employees granted provisional contracts shall be prospective, except pursuant to a grievance settlement or if required by a retroactive award ordered by an arbitrator.

Contributions shall be prorated for employees hired during the school year based on the number of months worked in relation to ten months. A month shall count as worked if any day in such month is worked.

The payment required annually on behalf of each person employed within the bargaining unit shall be made at the time required under the predecessor agreement in the following amount:

The annual contribution for Teachers and Paraprofessionals will increase by \$150.00 effective September 1, 2007. This amount will be added to the base contribution prior to application of the 3% general rate increase granted for the 2007-2008 school year.

	Blended		Last Rate	Blended	Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>9/1/08-8/31/09</u>	<u>8/31/09</u>	<u>9/1/09-8/31/09</u>	<u>8/31/09</u>
1,126	1,315	1,361	1,368	1,415	1,423

## **P. Compensation Obligations**

The Committee shall not be obligated to compensate bargaining unit members for services delivered unless the Committee authorizes such activities.

## **Q. Leaves of Absence and Sick Leave**

### **1. Leave for Union Officers**

Not more than the aggregate of twelve (12) employees in the bargaining unit for teachers and paraprofessionals, who are officers of the Union or who are appointed to its staff shall upon proper application, be given leave of absence without pay during the school year for the purpose of performing legitimate duties for the Union. Employees given leaves of absence

without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank.

The Committee agrees to recommend to the Pension System that the time spent on leave of absence pursuant to this section be granted as a service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

Provided also that for special purposes leaves without pay under the above conditions shall be granted from time to time for shorter periods than one year but not less than three months as requested by the Union for special study or research or similar relevant purposes to enhance the knowledge and competency of the Union in administering its responsibilities under this contract. All leaves under this short term stipulation would not exceed a total of twelve months per school year.

## **2. Leave for Personal Reasons**

Teachers granted leave with pay shall be permitted to continue to establish creditable service towards retirement while on such leave.

## **3. Sick Leave**

All members of the bargaining unit shall be granted an annual leave for fifteen (15) days without loss of pay, for absence caused by illness or by injury, or by exposure to contagious disease.

Sick leave may accumulate from year to year without limitation.

Each September, fifteen days of sick leave shall be added to the reserve of each person in actual service on or before October 1 of that school year.

A person appointed after October 1 of any school year shall be granted sick leave for that school year on the following basis:

- (a) A person appointed after October 1 but before January 1 shall be granted twelve (12) days sick leave for that school year.
- (b) A person appointed after January 1 but before April 1 shall be granted eight (8) days of sick leave for that school year.
- (c) A person appointed after April 1 shall be granted four (4) days leave for that school year.

When the record of repeated absence reflects a clear pattern of abuse, the building administrator shall warn the employee and subsequently may request a doctor's certificate.

Up to thirty (30) days of accumulated sick leave in each school year may be used for family illness or for adopting a child. Effective September 1, 2004, up to forty (40) days of accumulated sick leave in each school year may be used for adopting a child. Additional leave for these purposes is subject to the approval of the Director of the Office of Human Resources.

Permanent members of the bargaining unit who resign without obtaining severance pay shall have their prior accumulated sick leave restored upon returning to the bargaining unit and obtaining permanent status.

#### **4. Absence Due to Injury in the Course of Employment**

Persons injured in course of employment shall be granted leave in accordance with the provisions of this subsection, and such persons and substitute teachers will receive other Workmen's Compensation benefits as provided in General Laws, Chapter 152.

- (a) A bargaining unit member whose industrial accident claim has been accepted and who is receiving workers' compensation pursuant G.L.c.152 will have restored all sick leave used after initial date of injury related to said claim and prior to receipt of workers' compensation pursuant to G.L. c.152. Such employee may, after acceptance of said claim, use such of his or her sick leave accrued prior to acceptance of claim, as may

result in the payment of full salary. Any absence due to an injury compensated under G.L. c.152 shall be counted as creditable service for purposes of determining an employee's career award entitlement, seniority and salary step advancement once the employee has returned to work, provided however, that additional personal days and sick leave days shall not accrue to employees during the period after the employee has been accepted and is receiving workers' compensation and until such employee returns to work. Nothing herein is intended to diminish or reduce any rights or employees pursuant to G.L. c.152.

(b) Notwithstanding the provisions of the foregoing paragraph, a bargaining unit member who is absent due to physical bodily injury as a direct result of a physical assault and battery which occurs during the course of his/ her employment and who, as a result of this injury has been accepted for and is receiving Workers' Compensation payment pursuant to G.L. c.152, shall have restored any sick leave used to supplement his/her workers' compensation payment, and which when added to his/her workers' compensation payment is equal to his or her full weekly salary. The provisions in this section shall be limited to forty-five calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation.

## **5. Personal Leaves and Miscellaneous Paid Leave**

### *(a) General*

Personal leave may be used for personal needs not otherwise provided for, such as to receive a college degree; to attend a veteran's convention; to attend the funeral of a cousin, friend or retired teacher; to attend the graduation of a member of immediate family, including niece and nephew; and to attend educational conventions.

Requests for personal leave other than in an emergency shall be submitted to the building administrator as early as possible prior to the day for which leave is requested. In no event will personal leave be granted during a school emergency.

Effective September 1, 2003, employees shall be entitled to use up to four (4) personal days per school year." Any

personal days not used in the year for which they are granted shall be added to the employee's sick leave entitlement for use in subsequent years.

(b) *Limit on Number of Persons Taking Leave at the Same Time*

Except at the discretion of the building administrator, not more than five (5) percent of the teachers in a building shall be eligible for personal leave on the same day.

(c) *Limit on Personal Days Before and After School Vacations*

No teacher may take a personal day on both the day immediately preceding and the day immediately following a school vacation, including the Thanksgiving recess.

(d) *Religious Holidays*

The Committee shall provide up to two (2) days without loss of pay or personal leave for observance of the Jewish Holy Days, Rosh Hashanah and Yom Kippur, and for observance of the Muslim religious holidays, Eidul-Fitr and Eidul-Adha.

The Committee shall also provide one day without loss of pay for Good Friday observance of the Eastern Orthodox Church. The Committee and the Union may, by mutual consent, reopen negotiations on the issue of religious observance at any time during the contract period.

(e) *Death in the Immediate Family*

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher, up to five (5) days without loss of pay shall be provided. Days are consecutive school days immediately preceding, following or including the day of death. Holidays, vacations or suspended sessions shall be considered school days under this provision. One (1) day without loss of pay shall be provided for a niece, nephew, uncle, aunt, and in-law other than above.

Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

(f) *Court Leave*

The Boston School Department will provide release time without loss of pay for court appearances on school business, including cases involving job-related teacher assaults.

(g) *Union Convention Leave*

Up to 150 person-days per year without loss of pay for teachers and paraprofessionals will be provided for attending union conventions and conferences scheduled on teacher work days. Names of individuals to attend will be submitted to the Personnel Department ten (10) school days in advance of the leave. The BTU Health and Welfare Fund will reimburse the Department for its actual cost of substitutes filling in for persons on leave to attend a health and welfare-related conference or convention.

(h) *Maternity and Child Care Leave*

Any teacher who becomes pregnant shall give the Superintendent and her principal headmaster or immediate superior immediate notice of the pregnancy and the expected date of delivery.

Any teacher shall be eligible to use accumulated sick leave for disability caused by pregnancy or childbirth and recovery thereof. The certificate or statement of a doctor that such teacher was not in fit condition for service shall be necessary following an absence of six or more successive school days under sick leave.

Any teacher who is pregnant shall, upon request, be given a maternity leave of absence without pay; provided, that a teacher shall be eligible to use accumulated sick leave for such portion of the maternity leave of absence for which her physician certifies that she was not in fit condition for service due to disability caused by pregnancy or childbirth and recovery thereof.

No pregnant teacher shall be permitted to work later than the date recommended by her physician.

The pregnant teacher shall notify her principal, headmaster, or immediate superior no less than two weeks before her anticipated date of departure of the day she will leave.

The teacher, after delivery or if the pregnancy is of shorter duration than expected, may be permitted by the Superintendent to return to work at any time. She shall, however, be permitted to return to work upon notifying, in writing, no less than two weeks in advance of her return, the Superintendent and her principal, headmaster or immediate superior. The Superintendent may require the certificate or statement of a doctor that such teacher is in fit condition for service.

No maternity leave of absence combined with any sick leave for disability caused by pregnancy or childbirth and recovery thereof shall exceed eighteen months, except in accordance with the next paragraph.

If, before the expiration or termination of an absence under sick leave for disability caused by pregnancy or childbirth or recovery thereof, or a maternity leave of absence, a teacher shall become aware that she is pregnant again, the absence for her prior pregnancy shall immediately terminate and she shall be subject anew to this leave of absence.

A teacher who wishes leave without pay to care for his child after the mother will have recovered from pregnancy, must first have given the Superintendent and his headmaster, principal or director notification in writing, at least three months prior to the time he expects to be absent that he will take such leave and its expected duration. No less than two weeks before actual departure, he will notify the Superintendent and his headmaster, principal or director in writing of the day he will start the leave.

The teacher may be permitted to return to work before termination of his leave. He shall be permitted to return to work upon notification given two weeks in advance to the Superintendent and to his headmaster, principal or director. The teacher shall send the Superintendent a copy of the birth certificate within fifteen days of birth.

The duration of the leave, all of which is unpaid, shall not extend beyond eighteen months.

If, before expiration of the leave, the teacher learns that he is again to become a father, he may terminate the first leave of absence and arrange for a new one for a period up to eighteen months.

Teachers shall be credited for each day of sick leave for disability caused by pregnancy or childbirth and recovery thereof and of maternity leave of absence (days in which school is in session) up to forty (40) days of credit in each school year and; if teaching service and credited service totals at least one hundred twenty (120) days, shall be credited with one year's teaching experience for salary purposes.

Unpaid leave under this section shall be available for the purpose of adopting a child. Such leave will not exceed eight (8) weeks unless the child being adopted is less than twenty-four (24) months old, in which case no such leave shall exceed eighteen (18) months.

## **6. Military Leave of Absence**

Military leave of absence, without pay, may be granted to a permanent teacher inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

## **7. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

## **8. Leave Deadlines**

January 15 is the deadline for all of the following:

- (a) Application for leave of absence to commence at the beginning of the next teacher work year.

(b) Application for extension of leave of absence scheduled to expire at the beginning of the next teacher work year.

(c) Application to cut short a scheduled leave of absence and to return to work at the beginning of the next teacher work year.

The January 15 deadline will be waived in case of circumstances arising after January 15 and beyond the teacher's control (e.g., unexpected family illness).

(d) A teacher on leave of absence for more than six (6) months including leave under Section VIII(R)(5)(h) above, may not return during a school year except to fill a vacancy. For the purpose of this section, a vacancy includes a position held by a substitute teacher, per diem or long term, but not by a non-tenured teacher under contract.

(e) Failure to Respond to the January 15th Deadline:

Teachers on leave of absence who fail to notify the Office of Human Resources in writing postmarked by January 15<sup>th</sup> whether or not they will be returning from leave (or who fail to explain in writing why a definitive answer is not possible at that time) shall forfeit their attachment rights shall re-enter the system via the excess pool.

For those who respond by January 15<sup>th</sup> as to why they cannot make a decision at that time, they must send a response, postmarked no later than May 1<sup>st</sup>, as to whether or not they will return in September. If they fail to respond by May 1<sup>st</sup>, they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent.

(f) The Boston Teachers Union's Role: The BTU, through its officers, shall advise and encourage its members to communicate with their principals and the Office of Human Resources prior to January 15<sup>th</sup> concerning their intention to retire or resign or to take, extended, or terminate a leave of absence.

(g) The School Department's Role: The Superintendent and the Office of Human Resources shall require that principals and headmasters post all vacancies at their schools in a timely manner.

## **R. Funding Clause**

This Agreement is subject to the appropriation of sufficient funds to implement the cost items under M.G.L. Chapter 150E.

This Agreement shall be effective from September 1, 2006 through August 31, 2010, provided that it is ratified by both parties and that the City Council of the City of Boston votes a supplemental appropriation to the budget of the Boston School Department sufficient to fund the Agreement for the first year.

## **S. Direct Deposit**

The Boston Public Schools shall work with the City of Boston to provide direct deposit services to members of the Boston Teachers Union.

## **T. Flexible Spending Plan/Cafeteria Plan**

The School Department and the City shall cooperate with the Boston Teachers Union in setting up a task force to study Flexible Spending/Cafeteria Plans for tax free payments of medical, dental, and dependent care expenses. This task force shall be established no later than October 15, 1997.

## **U. Long Term Disability Insurance**

The School Committee and the City shall cooperate with the Boston Teachers Union in setting up a task force to study the feasibility of providing reduced cost long term disability insurance and long term care insurance to bargaining unit members. The task force shall be established no later than December 15, 2000.

# **Article IX**

## **Collective Bargaining**

### **A. Governing Philosophy**

The parties believe the collective bargaining method is workable and competent and will add dignity and increase professionalism in the best sense to the joint effort of the Union and the Committee to reach agreement. In entering upon this responsibility, the parties declare their intention to cooperate fully in what must be the joint objective of both parties, the best education possible for Boston's children.

### **B. Fair Practices**

#### **1. Non-Discrimination**

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership and will continue to represent equally all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, sexual preference, age, or handicap.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, sexual preference, age, handicap, or participation in or association with the activities of any employee organization.

Nothing in this Agreement shall be interpreted as a barrier to affirmative action. The Union and the Committee shall cooperate in developing and implementing effective affirmative action in the areas of promotion, staff assignments, coaching positions, and all other paid and unpaid extra-curricular activities. Any affirmative action plan adopted by the Committee shall be negotiable as contemplated by law.

Both parties recognize the importance of diversity in the membership of their joint and individual committees and management structures and commit their best efforts to achieving and maintaining such diversity.

#### **2. Protection of Individual and Group Rights**

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or its designated representatives from meeting with any teacher for expression

of the teacher's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation and negotiation with the Union.

Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance.

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/her own behalf in accordance with the Grievance Procedure, heretofore set forth in Article VII.

## **C. Privileges**

### **1. Allowed Time for Union Negotiations**

(a) All collective bargaining shall be conducted at the level of the School Department.

(b) A committee of Union representatives shall meet at least once a month with the Superintendent of Schools for consultation on matters of educational programs and curriculum during the school year. Both parties shall submit items for the agenda. There shall be mutual effort to make these sessions meaningful and advantageous to the school system. Union representatives shall be excused from teaching duty for this purpose when held during school hours.

(c) Negotiations shall be scheduled at mutually agreeable times during and outside normal working hours. Up to four (4) members of the Union negotiating team shall be excused from duty with pay with provision for substitutes relief as necessary.

### **2. Payroll Deductions for Union Dues**

The Union may secure authorizations for payroll deductions for Union dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than 30 days after such deduction was made.

### **3. Payroll Deductions for Agency Service Fee**

(a) Pursuant to Chapter 903 of the Acts of 1977, effective

the first full month following ratification of this agreement, an agency service fee shall be deducted each month by the Collector-Treasurer of the City from the salary of each employee in the bargaining unit other than those paying dues pursuant to Section C(2) of this Article. Said service fee shall be a sum equal to the amount required to become a member and remain a member in good standing in the Union and shall be paid over promptly to the Treasurer of the Union on a monthly basis.

(b) The Union certifies that it has established a procedure required by law under which any employee so demanding may obtain a rebate of such part, if any, of an agency service payment representing a pro rata share of expenditures for political action.

(c) The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the City's compliance with Section C(3)(a) and (b) above.

#### **4. Union Meetings Within Individual Schools**

Union meetings may be held on school property by faculty members of individual schools provided there is no interference with any school activity.

School buildings will be available for the conduct of Union business outside of school hours subject to prior scheduling and in accordance with the present fee arrangements.

#### **5. Bulletin Boards**

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his/her authorized representatives.

Sufficient bulletin board space shall be provided in an accessible place in the office of the Department of Health Services for the exclusive use of the Union for the purpose of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his or her authorized representative.

## **6. Grievance Time For Building Representative**

The Union Building Representative in each High School and Middle School shall be allowed one administrative period per week for conferring with teachers on grievances or associated matters.

The Union building representative in each elementary school shall be allowed 45 minutes per week during administrative time for the purpose of conferring with teachers on grievances or associated matters.

## **7. Information to the Union**

The Committee will make available to the Union all information necessary for the Union to perform its function in collective bargaining and contract administration and otherwise as collective bargaining agent.

## **8. C.O.P.E.**

If at any time during the duration of this collective bargaining agreement the General Court adopts a bill allowing for a C.O.P.E. check-off for public employees, the School Department shall cooperate with the Union in establishing a voluntary C.O.P.E. check-off system in compliance with such legislation.

## **D. Responsibilities**

### **1. No Union Activity on School Time**

Except as provided herein the Union agrees that no teacher will engage in Union activity during the time he/she is assigned to teaching or other duties.

### **2. Authorized Union Representative**

The Union shall furnish the Committee with a list of its officers and authorized Union representatives, and shall as soon as possible notify the Committee in writing of any change. No Union representative shall be recognized by the Committee except those designated in writing by the Union.

# **Article X**

## **Dispute Resolution**

### **A. General**

It is the declared objective of the parties to encourage the prompt resolution of disputes arising under this Agreement. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible.

Whatever means are used to resolve a dispute arising under this Agreement, a resolution should be sought that provides fair redress of grievances while giving due consideration to the best interests of schoolchildren.

Any person(s) or the Union shall have the right to present a dispute and have it promptly considered on its merits. Staff covered by this Agreement shall not suffer a loss of pay for time spent in conferring and meeting on a grievance; provided, however, that conferences and meetings will not normally take place during periods when the individuals involved have classroom duties, except as otherwise provided herein. A grievance of a continuing nature alleging that it uniformly affects a class of bargaining unit employees need only be filed once and shall be considered to include all subsequent violations.

Any discipline in relation to collective bargaining unit members shall be for just cause.

### **B. Definitions**

A “grievance” shall mean a complaint

- (1) that there has been as to a member of the bargaining unit a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or
- (2) that a member of the bargaining unit has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term “grievance” shall not apply to any matter as to which the Committee is without authority to act. As used in this Article, references to a single employee shall include also a group of employees having the same grievance.

### **C.           *Availability of Mediators***

The Steering Committee shall choose up to twenty-four (24) employees of the Boston Public School system to be trained as mediators for the system. All persons chosen shall be acceptable to both the Union and the Committee. Employees chosen for this position should have demonstrated excellent interpersonal skills, creativity, and an orientation toward collaborative problem-solving in carrying out their duties in the system. The candidates chosen should as a group be highly representative of the racial and ethnic diversity of the school system. They should receive formal training in problem-solving mediation. Appointments as a mediator should be voluntary. Appointments should be reviewed annually and terminable at the discretion of the Superintendent with or without cause.

These mediators shall be available in addition to their regular duties to confer with employees of the system involved in contract-related disputes on a confidential basis seeking to assist the parties in resolving such difficulties. They may talk in person or by phone. Mediators shall be called on to mediate a building-level discussion of a grievance in Step 1 of the dispute resolution process outlined in the following section. However, no mediator shall mediate a building-level discussion of a grievance that they have previously discussed with an employee, unless all parties to the mediation so request in writing. Mediation will be available for grievances filed at Step 2 or Step 3 if both parties agree.

The School Department will circulate at least annually to all employees a list of mediators and their phone numbers. School Department policy shall be to encourage employees to seek help from a mediator to resolve work-related difficulties informally.

Mediator stipends will be retirement worthy and become part of one's annualized salary.

### **D.           **Dispute Resolution Process for Grievances****

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

## **1. General Procedures**

### *(a) Step 1: School Level*

An employee or his or her Union representative may either orally or in writing present a grievance to the Principal, Headmaster, or Director within a reasonable time, normally thirty (30) school days after knowledge by the employee of the facts giving rise to the act or condition which is the basis of her or his grievance.

The Principal, Headmaster, or Director of the school shall confer with the employee at the time of the complaint or within five (5) school days with a view to arrive at a mutually satisfactory resolution of the grievance. At that conference, the employee may present the grievance personally or he or she may be represented by a Union representative; but where the employee is represented, he/she must be present. Whenever a grievance is presented by the employee personally, the Principal, Headmaster, or Director shall give the Union representative the opportunity to be present and state the views of the Union.

The Principal/Headmaster or Director shall communicate his/her decision orally or in writing to the aggrieved employee and to any Union representative who participated in this Step within five (5) school days after receiving the complaint or within five (5) school days after the conference, whichever is earlier.

If the grievance is unresolved, a mediator shall be assigned within three (3) school days to assist the parties in attempting to resolve the complaint. If the dispute is not resolved within three (3) school days following the assignment of a mediator, the grievance may be appealed to the next step.

The parties shall observe the grievance procedure pertaining to Steps 1, 2, and 3 without regard to the mediation process specified herein until the utilization of mediators contemplated by this Agreement is made operational by the School Department and written notice of that implementation is provided to the Union.

(b) *Step 2: Cluster Leader or Manager for Employee Relations*

If the grievance is not resolved at Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance in writing to the appropriate Cluster Leader within five (5) school days after he or she has received the Step 1 decision. The appeal shall include:

- (1) The name and position of the Complainant.
- (2) A statement of the grievance and the facts involved.
- (3) The corrective action requested.
- (4) Name of Union Representative at Step 1; if any.
- (5) Signature of each complaining employee or Union representative.

The Cluster Leader will conduct a grievance hearing with the aggrieved employee, and his or her Union representative shall be given at least two (2) school days' notice of the hearing. The aggrieved employee shall be given the opportunity to be present at the hearing. The Headmaster/Principal or applicable administrator may also be present at this hearing to state his or her views. For grievances filed at step 1, mediators shall not be present at step 2 grievance hearings. For grievances filed at step 2, a mediator shall be used if requested by both parties.

The Cluster Leader shall issue a written decision on the grievance as soon as possible, but not later than ten (10) school days after the receipt of the appeal or five (5) school days after the hearing, whichever is earlier. A copy will be sent to the aggrieved employee and the Union.

The following grievances shall be presented to the Manager for Employee Relations with the procedures and time requirements set forth above:

- (1) A grievance alleging that the person was placed on the wrong step of the salary schedule.
- (2) A grievance alleging the person's wages were improperly paid.
- (3) A grievance alleging the person was improperly denied an increment.
- (4) A grievance alleging the person's absence deduction was improperly calculated.

- (5) A grievance alleging the person was improperly denied a sabbatical leave.
- (6) A grievance alleging the person was improperly denied a leave of absence without pay.
- (7) A grievance filed on behalf of a person who is not assigned to a level.
- (8) A grievance that, by mutual agreement of the Cluster Leader and Union, should be heard directly at Central Administration.

(c) *Step 3: Superintendent*

A decision at Step 2 may be appealed in writing by the employee or the Union to the Superintendent of Schools within ten (10) school days after the decision by the appropriate administrator at Step 2 has been received. The Superintendent or his or her designated representatives shall meet with the aggrieved employee and the Union representative with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the Union representative will receive at least two (2) school days' notice of the meeting and shall be given an opportunity to be heard. The Headmaster/Principal or Director and the Cluster Leader or Manager of Employee Relations may also be present at the meeting and state their views.

The Superintendent or her or his designated representatives shall communicate her or his written decision together with supporting reasons to the aggrieved employee and to the Union as soon as possible, but not later than ten (10) school days after receipt of the appeal or five (5) school days after the conference, whichever is earlier.

(d) *Alternative Procedure for Certain Grievances*

All grievances involving in whole or in part violations of section I(E) of this Agreement, "Handling of New Issues," shall be submitted to the following procedure in lieu of proceeding through Steps 1 through 3 of the grievance procedure described above. Either party may initiate a grievance in writing by requesting that it be made the subject of a meeting between a representative of the General Counsel's office and a representative of the Union. The parties shall meet and confer upon the matter within ten (10) school days following the re-

quest for a meeting in an attempt to resolve the grievance. If the parties agree on a resolution, they shall reduce this agreement to writing and sign it. The representative of the General Counsel's office shall be authorized to take appropriate corrective action to redress such grievances. If no agreement is reached within ten (10) school days, nothing in this clause shall affect the rights of either party to proceed to arbitration.

## **2. Initiation of Grievances at Step 2 or Step 3**

(a) Grievances arising from the action of officials other than the Principal, Headmaster, or Director may be initiated with and processed in accordance with the provisions of Step 2 of this dispute resolution process. Where the action is initiated by the Superintendent of Schools, the grievance may be initiated at Step 3.

(b) Conferences held under this procedure at Step 2 or Step 3 shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during day school hours, all persons who participate shall be excused with pay.

## **3. Time Limits and Application**

(a) The time limits specified in any step of this procedure may be extended in any specific instance, by mutual agreement.

(b) A grievance filed at an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the complaint shall not begin until the grievance is referred to the appropriate step.

(c) In the event that the immediacy of the grievance requires an employee to meet with his/her Principal or Headmaster suddenly (on a non-scheduled occasion) he/ she shall be allowed to have his/her Union representative present at the meeting, provided he/she first makes this request of the Principal or Headmaster.

(d) A failure by a teacher or the Union to process the grievance from one step to the next step, within the time limits provided for will result in an automatic appeal of the grievance to

the next step. A failure of a Committee representative to answer a grievance at any step of the grievance procedure within the time limits provided shall be considered a denial of the grievance at that step.

## **E. Arbitration**

### **1. Arbitration Defined**

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within thirty (30) school days after denial of the grievance at Step 3 under the grievance procedure, provided, however, if the Union did not receive a written reply from the Superintendent at Step 3, then said time limit shall be extended to sixty (60) school days after the Step 3 hearing. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The Union will make a reasonable effort to use no more than two (2) witnesses during the same school hours in arbitration cases.

### **2. Power of the Arbitrator**

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation, or application of an express provision of this Agreement. The arbitrator shall have no power to alter, add to, subtract from, or modify any provision of this Agreement. The parties are agreed that no restrictions are intended on the powers of the Committee except those set forth in the language of this Agreement.

### **3. Decision of the Arbitrator**

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

#### **4. Arbitration Award Application**

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

#### **5. Alternate Arbitration Procedure**

Notwithstanding any contrary provision of this Article, unresolved grievances at Step 3 may be submitted by the Union to a closed panel of arbitrators and not the American Arbitration Association, under an alternate arbitration procedure mutually agreed between the parties.

#### **6. Staffing Clause**

Notwithstanding any contrary provision of this Agreement, no provision of this Agreement shall be deemed to require the School Committee to hire any particular number or kind of teachers or other personnel or to maintain any level of staffing, nor shall any arbitrator have the power to order the hiring of any kind or number of teachers or other personnel as a consequence of any violation of this Agreement. This provision shall not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of just cause for dismissal.

#### **7. Implementation**

The Committee will use its best efforts to implement a settlement agreement or an arbitrator's award within 30 days after approval of such settlement or receipt of such award and determination not to contest it.

Such efforts shall include, but not be limited to, establishment of a payment system under which specified employees of the School Department are to be held accountable for compliance with this section.

## **F. Resolution of Differences by Peaceful Means**

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

This Agreement is subject to ratification by the Boston Teachers Union and the School Committee of the City of Boston and is conditional upon funding of cost items by the Boston City Council.

For the School Committee  
of the City of Boston:

For the Boston Teachers  
Union:

by Elizabeth Reilinger  
Elizabeth Reilinger, Ph.D.  
Chairperson  
Boston School Committee

by Richard F. Stutman  
Richard F. Stutman  
President  
Boston Teachers Union

by Michael Contompasis  
Michael Contompasis  
Superintendent  
Boston Public Schools

Date: March 14, 2007

# APPENDIX A TEACHER PROGRAM AREAS

## Regular Education

Program Area	Required State Cert. Approval	Complete Years of Experience Required in Program Area	Additional Requirements For Special Areas
Art	47	2	
Bookkeeping	43	2	
Economics	43	2	
Office Practice	43	2	
Shorthand/ Typing	43	2	
General Business	43	2	
Social Studies	14,13,12	2	
Health Education	42	2	
English	11	2	
French	21	2	
German	22	2	
Italian	24	2	
Latin	29	2	
Spanish	23	2	
Mathematics	15	2	
Biology	18	2	
Chemistry	16	2	
General Science	19	2	
Physics	17	2	
Earth Science	20	2	
Elementary/ Kindergarten (K-6)	01	2	
Music-Instrumental	48	2	Instrument- Specific
Music-Vocal	48	2	
Reading	46	2	
School Librarian	84		
Physical Ed.	41	2	
Home Economics	44	2	
Drama	49	2	
Industrial Arts	45	2	*Specialties may be required
Computer Instructor	Any valid Certificate	2	*15 credits in Computer Education as defined in appropriate Circulars.

## Bilingual

<b>Program Area</b>	<b>Required State Cert. Approval</b>	<b>Complete Years of Experience Required in Program Area</b>	<b>Additional Requirements For Special Areas</b>
Kindergarten	B01	2	Appropriate language is required for each Program Area: (Cape Verdean, Chinese, Greek, Haitian, Italian, Portuguese, Russian, Spanish, Vietnamese, Laotian, Cambodian, and any other language for BPS has a bilingual program).
Elementary (Grades 1-6)	B01	2	
English	B11	2	
Social Studies	B12,B13,B14	2	
Mathematics	B15	2	
Chemistry	B16	2	
Physics	B17	2	
Biology	B18	2	
General Science	B19	2	
Earth Science	B20	2	
French	B21	2	
Spanish	B23	2	
Italian	B24	2	
Russian	B25	2	
Portuguese	B27	2	
Other Modern Language	B28	2	
Greek	B30	2	
Business Subject	B43	2	
Drama	B49	2	
English as a Second Lang.-K-6	01,10	2	
English as a Second Lang.-7-12	11,10	2	Proficiency in native language 11 + (3) ESL Methods Course

## Occupational Education

<b>Program Area</b>	<b>Required State Cert. Approval</b>	<b>Complete Years of Experience Required in Program Area</b>	<b>Additional Requirements For Special Areas</b>
Dental Assistant	H41	2	
Nurses Aide	H36, H40	2	
Health Sciences	H44	2	
Medical Laboratory Technology	H45	2	
Medical Assistant/Sec'y	H43	2	
Cabinetmaking (Bench/Mill Carpentry)	T09, T08	2	
Building Carpentry	T07	2	
Plumbing	T24	2	
Maintenance Repair	T12, T53, T57	2	
Drafting	T13, T14	2	
Banking	SC7	2	
Child Care	F58	2	
Cosmetology	T28	2	
Fashion/Interior	F62, F66, F77	2	
Food Service	T25, T26, F60	2	
Hotel, Hospitality	SC7	2	
Retailing/ Marketing/ Management	SC7	2	
Commercial Design	T21	2	
Fashion Illustration	T67	2	

## Occupational Education

<b>Program Area</b>	<b>Required State Cert. Approval</b>	<b>Complete Years of Experience Required in Program Area</b>	<b>Additional Requirements For Special Areas</b>
Machine Drafting	T13	2	
Photographic Technology	T79	2	
Printing	T18,T19,T20	2	
Television Production	T70	2	
Data Processing	T54	2	
Auto Body Repair	T01	2	
Machine Laboratory	T31	2	
Sheet Metal	T32	2	
Welding Laboratory	T35	2	
Automotive/ Truck Repair	T06,T80	2	
Marine and Small Engine Repair	T06,T80	2	
Electricity	T23	2	
Electronics	T55,T30	2	
Heating/ Air Conditioning/ Ventilation	T29	2	

## Special Education

Program Area	Category	Required State Certificate or Approval	Additional Requirements
1. Audition	58, 300, 06	Sign Language	
2. Speech Hearing and Language	a. Speech and Hearing	57 (plus any) 003, 100, 200, 400, 005	
3. Vision		400, 005	
4. Peripatology		400, 005	Cert. by Ass'n. of workers for the blind.
5. Adaptive Phys Ed.	41 (plus any) 003, 56, 100, 200, 750		
6. Voc. Special Education		Voc. approval (plus any) 003, 56, 100, 200, 750	
7. Bilingual Special Ed.		Bilingual Certif. plus appropriate Spec. Ed approval	Appropriate Language
8. Bilingual Vocational	Vocational approval plus	Bilingual Certif. (plus any) 003, 56, 100, 200, 750	Appropriate Language
9. ETL		Any Special Ed. approval Cert. or 7	Circular and approval
10. Early Childhood		02	

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**2006-2010  
Agreement  
Between the  
School Committee  
of the City of Boston  
and the  
Boston Teachers Union,  
Local 66, AFT, AFL-CIO**

**Paraprofessionals**

**Effective from  
September 1, 2006 through August 31, 2010**

**Preamble**

WHEREAS: in a secret ballot election conducted at the request of the School Committee of the City of Boston (hereinafter referred to as the “Committee”) by the Labor Relations Commission of the Commonwealth of Massachusetts on April 6, 1972, the Boston Teachers Union, Local 66, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Union”) received a majority of votes cast, and

WHEREAS: on May 9, 1972, the Committee pursuant to the above election results recognized the Union as the exclusive collective bargaining agent for all persons described in Article I of this Agreement,

THEREFORE, it is agreed as follows:

# **Article I**

## **Purpose and Scope of Agreement**

### **A. Recognition and Duration**

This Agreement is made and entered into on the 14th day of March, 2007 by and between the School Committee of the City of Boston and the Boston Teachers Union. The Committee recognizes the Union as the exclusive bargaining representative for all teacher paraprofessionals employed by the Committee, including clerical paras, teacher paras, library paras, tool keepers, bilingual paras, security paras, community liaison paras, community field coordinators, and all other paras, but excluding lunch hour monitors and bus monitors.

The jurisdiction of the Union shall include those individuals employed by the Committee who now or hereafter perform the duties of paras as described in Article IV Section A of this agreement and currently performed by persons in the bargaining unit as set forth in the preceding paragraph.

This Agreement and each of its provisions, unless otherwise indicated, shall be effective September 1, 2006 and shall continue in full force and effect through August 31, 2010. Negotiations for a subsequent agreement will commence on or after January 2, 2010 upon the request of either party.

### **B. Purpose**

The purpose of this Agreement is to promote the parties' joint goal of achieving the best possible education of the children in the Boston Public Schools by structuring an effective and professional working relationship between the parties. That relationship should help the school system achieve maximum benefit from the combined expertise and coordinated efforts of the parties. It should also ensure fair and equitable compensation and fair and professional treatment for those employees represented by the Union.

### **C. Scope**

The Committee and the Union agree that they have a common public and educational area of concern in addition to economic matters such as salary and working conditions. This wider area of concern is to be approached constructively toward the goal of educational excellence.

To this end, the Union will from time to time present to the Committee or its designated representatives views and suggestions on certain school problems clearly within its knowledge and province as the agency in the School system having the closest overall contact with the paras. Subjects considered to be within the scope of such initiation and discussion are: operation of difficult schools, standards of physical and housekeeping environment and amenities on school premises, all matters relating to school-based management, and an increasingly effective curriculum. Periodic consultation will take place without trespass or interference upon the distinct and special powers and duties of either party in the process. It is hoped that this continuing consultation throughout the school year will contribute to the enhancement of public education in the City of Boston.

#### **D. Management Rights**

Except as otherwise provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority which they had prior to entering into the Agreement. Such rights of the Committee include but are not limited to the right:

- to establish educational policy;
- to establish the standards and qualifications for hire and promotion;
- to determine the size of the work force consistent with the terms of this Agreement;
- to establish job duties for new or substantially changed positions;
- to determine which textbooks shall be used in the schools;
- to prescribe curriculum and rules governing student discipline; and
- to establish educational programs and to determine the number, age, and qualifications of pupils to be served by any such programs.

#### **E. Continuing Negotiations**

The Committee and the Union may, by mutual consent, reopen negotiations on the issue of religious observance at any time during the contract period.

#### **F. Handling of New Issues**

Matters of collective bargaining import not covered by this

Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee: Except as any change may be commanded by the law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement that are mandatory subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

By the Union: In any matter not covered in this Agreement that is a mandatory subject for collective bargaining, the Union may raise such issues with the Committee for consultation and negotiation; except that the Union shall not renew or to seek to renew any questions introduced, debated, and settled, either negatively or affirmatively, during the bargaining prior to final settlement. This restriction shall not apply to the areas outlined in section I(C) as subject for continuing consultation.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

### **G. Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision 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 Union.

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

### **H. Preservation of Existing Laws and Regulations**

The School Department shall identify by February 1 of each year those bargaining unit members who are affected by the School Committee's policy on the employment of relatives. The Department and the Union shall meet to discuss the appropriate reassignment of affected members.

## **I. Definitions**

The term “school” as used in this Agreement means any work location or functional division or group in which a grievance may arise.

The terms

“Principal” and “Headmaster” as used in the Agreement mean the responsible administrative heads of their respective district, school, or department.

The term “paraprofessional” as used in this Agreement means a person employed by the Committee in the bargaining unit as defined in Article I. (For convenience the term “paraprofessional” will be abbreviated to “para” or “paras” in this contract.)

The term “person” as used in the Agreement means a person employed by the Committee in the bargaining unit as defined in Article I.

The term “Union representative” as used in this Agreement means the Union building representative or his designee, or an elected or appointed representative of the Union or any of its affiliates.

Wherever the singular is used in this Agreement it is to include the plural.

## **Article II Working Conditions**

### **A. General**

#### **1. Functions**

A para is a non-certified individual employed by the Boston School Committee whose function is to assist teachers and other school personnel, except that paras shall not perform the work of custodial or cafeteria workers.

#### **2. Paras Files**

A para's files shall be maintained under the following circumstances:

- (a) No material derogatory to a para's conduct, service, character, or personality shall be placed in the files unless the para has had an opportunity to read the material. The para shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
- (b) The para shall have the right to answer any material filed, and the answer shall be reviewed by the Assistant Superintendent or Director of the program in which the para is employed and attached to the file copy.
- (c) Upon request by the para, the para shall be given access to the para's file without delay.
- (d) Upon receipt of a written request, the para shall be furnished a reproduction of any material in the para's file.
- (e) All paraprofessionals shall receive notification of their "program/subject code" on their annual Employee Verification Form. If her/his "program/subject code" changes, the paraprofessional shall be notified immediately.

### **3. Assistance in Assault Cases**

(a) Principals shall report all cases of assault suffered by paras in connection with their employment to the Director of Personnel.

(b) Whenever it is alleged that a para has assaulted an individual or that an individual has assaulted a para, the Principal and Director of Personnel shall cooperate with the para involved in the investigation of the incident. The Director of Personnel shall comply with any reasonable request from the para for relevant information in the Committee's possession, not privileged under law, concerning the individual or individuals involved. The Committee shall indemnify a para in its employ for expenses or damages sustained by the para by reason of an action or claim against the para arising out of the negligence of such para or other act of his/her resulting in accidental bodily injury to or the death of any individual or in accidental damage to or destruction of property, while acting as such para, and may indemnify a para in its employ for expenses or damages sustained by the para by reason of an action or claim against the para arising out of any other acts done by the para while acting as such para; provided, in either case, that after investigation it shall appear to the Committee that such para was at the time the cause of action or claim arose acting within the scope of his/her employment and provided, further, that the defense of indemnification sought under this provision shall have been made by the Corporation Counsel, upon the request of the Committee, or if such Corporation Counsel fails or refuses to defend such action or claims, by an attorney employed by such para. The Committee shall appropriate funds for this purpose in the same manner as appropriations for General School Purposes.

### **4. Information to the Union**

The Union shall be supplied with a current seniority list of all members of the bargaining unit.

### **5. In-Service Courses**

Paras shall be eligible to participate in the in-service courses offered to teachers. Whether or not the certificate, upon completion of a course, provides a credit, the identical type of

certificate given teachers is to be awarded paras. Paraprofessionals shall be allowed to accumulate up to 30 in-service credits for salary purposes.

## **6. Substitute for Teacher**

(a) In the event there is no substitute teacher as a replacement in the case of a teacher reported absent, a para is not to serve as a substitute teacher, but may be assigned solely for security purposes until a teacher or a substitute arrives; however, an instructional para may continue with duties that are pursuant to the teacher's instruction.

(b) In the event the Committee, after a good faith effort, is unable to hire a substitute for a classroom teacher who regularly works with a paraprofessional, that paraprofessional may be requested to serve as a substitute teacher under the following conditions:

- (1) The paraprofessional has a teaching certificate or ten or more years of service. Effective 9/1/07, the paraprofessional has a teaching certificate or five or more years of service;
- (2) the paraprofessional is requested to substitute only in those classes in which he or she normally works;
- (3) the paraprofessional is paid \$6.00 per hour in addition to his or her regular salary.

(c) The Committee will use its best efforts to hire a substitute paraprofessional whenever the regular paraprofessional in a 502.4 classroom is absent. This clause in no way limits or waives any rights the Union had prior to entering into this Agreement.

## **7. Para Evaluation**

Paras will be evaluated during this Agreement. The building administrator outside of the bargaining unit or his/her designee will be responsible for the evaluation. Evaluation procedures shall be the subject of continuing negotiation.

Effective 9/1/07, the BPS and BTU agree to form a joint subcommittee that will develop a process for evaluating paraprofessionals with a new document to be implemented in the 2008-2009 school year

## **8. Training**

(a) At the beginning of the school year and thereafter as may be necessary, paraprofessionals and newly employed paraprofessionals shall receive training in the use of machinery and equipment that they will be expected to use or be familiar with as part of their job.

(b) Paraprofessional Training Program: The School Department and the Union shall jointly administer a Paraprofessional Training Program utilizing paras who have successfully completed the eight week program to train other paras. The School Department shall allocate \$25,000 annually to provide stipends for the trainers. The length and design of the program and the stipend amount shall be determined by the joint committee.

(c) Paraprofessional Training: In addition to the annual \$25,000 to provide a Paraprofessional Training Program, the School Department shall provide \$25,000 for training paraprofessionals who are moving to a new program. The BTU and the BPS shall develop the training program.

## **9. Just Cause**

Paraprofessionals who have completed their probationary period shall not be disciplined or discharged without just cause.

## **10. Tutorial Program**

The outside tutorial program at the Umana School and elsewhere throughout the system may continue in force subject to the following conditions:

- (a) no paraprofessional will be laid off as a result of the implementation of this program;
- (b) the number of tutorial person-hours shall not exceed 22,000 per year.

## **11. School-Based Management**

Paraprofessionals are eligible to serve in the faculty slots on a School Site Council.

In principle, it is agreed that paraprofessionals will be eligible for all professional development activities available to teachers. In practice, the Professional Development Committee may recommend some exceptions or modifications to this general principle in specific cases. Also recommended is a career development program for paraprofessionals supportive of their attaining teacher certification and “reduced” or “no cost” courses for teachers and paraprofessionals.

## **12. Educational Contracts**

The Union shall have input into all contracts with outside educational contractors that directly affect the teaching-learning situation in the classroom. The Union shall receive sufficient notification of such proposed contracts to enable it to have effective input.

## **13. Severance Pay**

Paraprofessionals shall be eligible for severance pay as allowed in the teacher’s contract.

## **14. Equitable Assignments**

All duties and emergency assignments within a school are to be shared among all the paras on an equitable basis.

## **15. Cluster Paraprofessional Substitutes**

The School Department shall hire 18 cluster paraprofessional substitutes.

## **16. Job Sharing**

Effective September 1, 2005, up to 20 paraprofessionals who so elect shall be given an opportunity to job share.

## **17. Superintendent's Schools**

Paraprofessional working in designated "Superintendent Schools" shall participate in the extended school day and professional development at their full rate of pay.

### **B. Seniority Rights, Layoffs, Recall, Summer Work**

#### **1. Establishment of Seniority**

Seniority shall be based on length of service as a para in the system. Seniority shall be measured from the first day of such employment after completion of a probationary period of thirty (30) school days. The sick leave provisions of this contract shall be implemented in accordance with the arbitration award of Abraham Siegel. In the event a para's assignment is changed, the para shall maintain his/her seniority.

#### **2. Retention of Seniority**

An employee in the bargaining unit who is laid off shall retain the seniority the employee had before being laid off, for a period of up twenty-four (24) months. Paras on layoff shall be obligated at all times to provide the Director of Personnel their current address and telephone number.

Paraprofessionals who have lost seniority as the result of a break in service of two or more years shall have that seniority (for time worked) fully restored upon the completion of 90 days of work following their return to a paraprofessional position.

#### **3. Layoff**

(a) For purposes of layoff, paras shall be categorized as falling within one (1) of the following program areas within which the Department determines they are qualified.

- (1) Bilingual.
- (2) 502.4 i SPED and physically disabled and multiply handicapped.
- (3) Instructional.

Paras will be deemed qualified in a program areas by reason of prior satisfactory Boston work experience. Work experience outside of Boston or special studies deemed equivalent by the Director of Personnel will also be accepted as equivalent qualifications.

(b) Paras qualified in program areas 1 or 2 will be deemed qualified in program area 3, but not vice versa. A para with experience in 502.4 i SPED must demonstrate qualification in handling the physically disabled and multiply handicapped and vice versa.

(c) The Department will endeavor to provide training for instructional paras to qualify in a SPED program area.

(d) A laid-off para who seeks to exercise seniority to displace a less senior para who has been trained to work in a library will be required to satisfactorily complete a sixteen (16)-hour training course provided by the Department.

(e) Paras shall be laid off by inverse system-wide seniority within a program area. A para who holds seniority in program areas other than the one from which the para is being laid off may displace the least senior para in all other program areas.

#### **4. Recall**

A para on layoff status shall be recalled by system-wide seniority to a vacancy in a program area in which such para was qualified at time of layoff.

A para who refuses an opportunity for recall without reasonable grounds shall be placed at the bottom of that para's seniority list for recall. Upon refusal of another opportunity for recall for any reason, the para shall lose all seniority and recall rights. A para who has reasonable grounds for refusing a recall opportunity (more than simply not wanting the offered assignment) shall retain their placement in the seniority list for recall. Upon refusal of another recall opportunity for any reason, the para shall be placed at the bottom of that para's seniority list for recall. Upon refusal of another opportunity for recall for any reason, the para shall lose all seniority and recall rights.

If a specific para program is abolished and then reinstated, paras who were forced to transfer by abolishment of the program shall have the right to return to their former position in accordance with their seniority, and on or before December 1.

Paras employed in a program in which funding is terminated at the end of a school year shall have first priority, in order of their seniority, to return to their position if the program is refunded during the next school year.

## **5. Excessing and Transfer**

The School Department will henceforth give the Union nine (9) days' notice by mail to the Union hall of para excess pools and with the notice will provide one copy of a complete list of names, seniority dates, and vacancies. Para vacancies shall henceforth be posted for transfer. Selection of in-transferring paras shall be at the discretion of the hiring school. If a para is Excessed and there is a vacancy at the school, the para can transfer to the vacancy if the para and Headmaster/Principal agree, provided this does not cause the layoff or prevent the recall of another para. Paraprofessional excess pools shall be conducted in the same manner as the teacher excess pools, i.e., paras shall choose in seniority order three vacancies and shall be guaranteed one of their selections.

Any paraprofessional who has received an evaluation with an overall rating of 'Does Not Meet Standards' in the prior or current school year will have no voluntary transfer rights and no bidding rights through excess pools.

A paraprofessional who voluntarily excesses himself/herself to an excess pool cannot claim an attachment right for his or her own position. However, during the normal process of the pool, a paraprofessional may select their prior assignment when they reach that position in seniority order in the pool.

There shall be no distinction between those paras who work in bilingual kindergarten classrooms and any other paraprofessionals in terms of layoff, excessing, transfer, and other assignment rights.

## **6. Summer Work**

The opportunity for paras to have summer work in a program in their classification not limited to a particular school or district shall be based on seniority in their classification, provided that the senior employee has demonstrated that they can satisfactorily perform the available work.

## **C. Posting of Vacancies**

### **1. Miscellaneous**

Vacancies in the positions of Community Field Coordinator, Community Liaison Paraprofessional, Security Paraprofessional, One-to-One Paraprofessional, Library Paraprofessional, Health Paraprofessional or any other bargaining unit position paying more than the basic paraprofessional rate will be posted.

### **2. Teacher Vacancies**

Paraprofessionals who qualify as teachers shall be given first consideration in the hiring process for new teachers.

### **3. Paraprofessional First Consideration**

Paraprofessionals who have received their teaching certification and are recommended for employment by the central office interviewing committee and who apply for teaching positions will be guaranteed up to four interviews.

## **Article III Compensation and Benefits**

### **A. Payment of Salaries**

Paras shall be paid twice a month. When a normal date for the payment of salaries falls on a weekend or during a holiday or vacation period, the Committee will do everything possible to have those salaries paid on the school day previous to said weekend, holiday, or vacation.

No paraprofessional shall be required to apply for a step increase; such increases shall be automatic.

If 200 paraprofessionals choose the option, a paraprofessional shall have the option of being paid bi-weekly over 26 paychecks.

### **B. Training Pay**

Training, other than that accomplished during the regular school day and school year, shall be compensated for at the rates listed herein.

### **C. Holidays, Vacations, and Suspended Session**

Paras shall be paid their regular pay when any school session is cancelled and for the holidays and vacations listed in Sections V(E)(1) and V(E)(2) of the teachers' contract between the Boston Teachers Union and the Boston School Committee.

### **D. Length of Work Day**

The work day for all paraprofessionals shall be at least six (6) hours and then (10) minutes, seven (7) hours and fifteen (15) minutes, or eight hours. Paraprofessionals shall have a duty free lunch of at least thirty (30) minutes scheduled at a reasonable time as the schedule of the school permits and one ten (10) minute break during the work day.

### **E. Hourly Salary Rate**

The daily rate for paraprofessionals who work six (6) hours and ten (10) minutes is the hourly rate times 6.17; the daily rate for

paraprofessionals who work seven (7) hours and fifteen (15) minutes is the hourly rate times 7.27; and the daily rate for paraprofessionals who work eight (8) hours is the hourly rate times eight (8). Effective 9/1/07, A paraprofessional pay lane for a Bachelors Degree will be added.

## Salary Schedule

### BTU PARAPROFESSIONALS 09/01/06 - 08/31/07

	Base	30 Credits	60 Credits	90 Credits
<b>Basic Paraprofessional Rate</b>				
Step 1 (basic rate)	14.37	15.61	16.77	17.91
Step 2 (after 3 years)	14.74	15.94	17.13	18.32
Step 3 (after 6 years)	15.09	16.32	17.52	18.69
Step 4 (after 9 years)	15.42	16.70	17.84	19.06

### Security, Library, and Surround Care (PM) Rate, 1 to 1Paras

Step 1 (basic rate)	17.79	19.03	20.21	21.38
Step 2 (after 3 years)	18.18	19.38	20.55	21.74
Step 3 (after 6 years)	18.53	19.73	20.97	22.14
Step 4 (after 9 years)	18.85	20.12	21.27	22.50

### Health and Community Field Coordinator Rate

Step 1 (basic rate)	23.62	24.87	26.05	27.19
Step 2 (after 3 years)	23.99	25.21	26.45	27.58
Step 3 (after 6 years)	24.36	25.60	26.78	27.96
Step 4 (after 9 years)	24.80	25.99	27.10	28.37

### BTU PARAPROFESSIONALS 09/01/07 - 01/31/08

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	14.80	16.07	17.27	18.45	19.69
Step 2 (after 3 years)	15.18	16.42	17.64	18.87	20.11
Step 3 (after 6 years)	15.54	16.81	18.05	19.25	20.49
Step 4 (after 9 years)	15.89	17.20	18.37	19.64	20.88

<b>Security, Library, and Surround Care (PM) Rate, 1 to 1Paras</b>					
(basic rate)	18.32	19.60	20.81	22.02	23.26
Step 2 (after 3 years)	18.72	19.96	21.17	22.39	23.63
Step 3 (after 6 years)	19.09	20.32	21.60	22.81	24.05
Step 4 (after 9 years)	19.42	20.73	21.91	23.18	24.42

### Health and Community Field Coordinator Rate

Step 1 (basic rate)	24.33	25.61	26.83	28.01	29.25
Step 2 (after 3 years)	24.71	25.97	27.24	28.41	29.65
Step 3 (after 6 years)	25.09	26.37	27.58	28.80	30.04
Step 4 (after 9 years)	25.54	26.77	27.91	29.22	30.46

**BTU PARAPROFESSIONALS 02/01/08 - 08/31/08**

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	15.03	16.30	17.50	18.68	19.92
Step 2 (after 3 years)	15.41	16.65	17.87	19.10	20.34
Step 3 (after 6 years)	15.77	17.04	18.28	19.48	20.72
Step 4 (after 9 years)	16.12	17.43	18.60	19.87	21.11

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Security, Library, and Surround Care (PM) Rate, 1 to 1Paras</b>					
Step 1 (basic rate)	18.55	19.83	21.04	22.25	23.49
Step 2 (after 3 years)	18.95	20.19	21.40	22.62	23.86
Step 3 (after 6 years)	19.32	20.55	21.83	23.04	24.28
Step 4 (after 9 years)	19.65	20.96	22.14	23.41	24.65

<b>Health and Community Field Coordinator Rate</b>					
Step 1 (basic rate)	24.56	25.84	27.06	28.24	29.48
Step 2 (after 3 years)	24.94	26.20	27.47	28.64	29.88
Step 3 (after 6 years)	25.32	26.60	27.81	29.03	30.27
Step 4 (after 9 years)	25.77	27.00	28.14	29.45	30.69

**BTU PARAPROFESSIONALS 09/01/08 - 01/31/09**

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	15.48	16.79	18.03	19.24	20.52
Step 2 (after 3 years)	15.87	17.15	18.41	19.67	20.95
Step 3 (after 6 years)	16.24	17.55	18.83	20.06	21.34
Step 4 (after 9 years)	16.60	17.95	19.16	20.46	21.74

<b>Security, Library, and Surround Care (PM) Rate, 1 to 1 Paras</b>					
Step 1 (basic rate)	19.11	20.43	21.67	22.92	24.20
Step 2 (after 3 years)	19.52	20.80	22.04	23.30	24.57
Step 3 (after 6 years)	19.90	21.17	22.49	23.73	25.01
Step 4 (after 9 years)	20.23	21.59	22.80	24.11	25.39

<b>Health and Community Field Coordinator Rate</b>					
Step 1 (basic rate)	25.30	26.62	27.87	29.09	30.36
Step 2 (after 3 years)	25.69	26.99	28.30	29.50	30.77
Step 3 (after 6 years)	26.08	27.40	28.64	29.90	31.17
Step 4 (after 9 years)	26.54	27.81	28.99	30.33	31.61

**BTU PARAPROFESSIONALS 02/01/09 - 08/31/09**

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	15.64	16.96	18.21	19.43	20.72
Step 2 (after 3 years)	16.03	17.32	18.59	19.87	21.16
Step 3 (after 6 years)	16.40	17.73	19.02	20.26	21.55
Step 4 (after 9 years)	16.76	18.13	19.35	20.67	21.96

**Security, Library, and Surround Care (PM) Rate, 1 to 1 Paras**

Step 1 (basic rate)	19.30	20.63	21.89	23.15	24.44
Step 2 (after 3 years)	19.72	21.01	22.26	23.53	24.82
Step 3 (after 6 years)	20.10	21.38	22.71	23.97	25.26
Step 4 (after 9 years)	20.44	21.80	23.03	24.35	25.64

**Health and Community Field Coordinator Rate**

Step 1 (basic rate)	25.55	26.89	28.15	29.38	30.67
Step 2 (after 3 years)	25.95	27.26	28.58	29.79	31.08
Step 3 (after 6 years)	26.34	27.67	28.93	30.20	31.49
Step 4 (after 9 years)	26.81	28.09	29.28	30.63	31.92

**BTU PARAPROFESSIONALS 09/01/09 - 01/31/10**

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	16.11	17.47	18.75	20.01	21.34
Step 2 (after 3 years)	16.51	17.84	19.15	20.46	21.79
Step 3 (after 6 years)	16.90	18.26	19.59	20.87	22.20
Step 4 (after 9 years)	17.27	18.67	19.94	21.29	22.61

**Security, Library, and Surround Care (PM) Rate, 1 to 1 Paras**

Step 1 (basic rate)	19.88	21.25	22.55	23.84	25.17
Step 2 (after 3 years)	20.31	21.64	22.93	24.24	25.56
Step 3 (after 6 years)	20.70	22.02	23.39	24.69	26.01
Step 4 (after 9 years)	21.05	22.46	23.72	25.08	26.41

**Health and Community Field Coordinator Rate**

Step 1 (basic rate)	26.32	27.69	29.00	30.26	31.59
Step 2 (after 3 years)	26.72	28.07	29.44	30.69	32.01
Step 3 (after 6 years)	27.13	28.50	29.80	31.10	32.43
Step 4 (after 9 years)	27.61	28.93	30.16	31.55	32.88

**BTU PARAPROFESSIONALS 02/01/10 - 08/31/10**

	Base	30 Credits	60 Credits	90 Credits	BA
<b>Basic Paraprofessional Rate</b>					
Step 1 (basic rate)	16.27	17.64	18.94	20.21	21.56
Step 2 (after 3 years)	16.68	18.02	19.34	20.67	22.01
Step 3 (after 6 years)	17.06	18.44	19.78	21.08	22.42
Step 4 (after 9 years)	17.44	18.86	20.13	21.50	22.84

**Security, Library, and Surround Care (PM) Rate, 1 to 1 Paras**

Step 1 (basic rate)	20.08	21.47	22.77	24.08	25.42
Step 2 (after 3 years)	20.51	21.85	23.16	24.48	25.82
Step 3 (after 6 years)	20.91	22.24	23.63	24.93	26.27
Step 4 (after 9 years)	21.26	22.68	23.96	25.33	26.67

**Health and Community Field Coordinator Rate**

Step 1 (basic rate)	26.58	27.97	29.29	30.56	31.90
Step 2 (after 3 years)	26.99	28.36	29.73	30.99	32.33
Step 3 (after 6 years)	27.40	28.79	30.09	31.41	32.76
Step 4 (after 9 years)	27.89	29.22	30.46	31.87	33.21

#### **4. College Credits**

College credits shall be granted for salary purposes for in-service training courses (other than those for which attendants receive compensation) and for all courses at an institution of higher learning accredited by the Committee.

#### **5. Surround Care Paraprofessionals (Effective 9/1/07)**

A surround care paraprofessional shall be paid \$6.00 per hour in additional to the regular wage for up to two and a half hours per day if required to take students in excess of the regular class size for that grade level.

#### **F. Tax Free Annuities**

The Committee agrees it is desirable to allow persons in the bargaining unit to take advantage of the federal law concerning tax-free annuities and shall take such steps as are necessary and possible to implement this program. (The company or companies providing the coverage shall be mutually agreed upon by the parties.)

#### **G. Retirement Plan—State-Boston Retirement System**

Permanently appointed persons have a percentage of their salaries deducted each pay day according to law. The amount you must contribute is as follows:

- Eight percent of your regular compensation if appointed on or after January 1, 1984;
- Seven percent if appointed on or after January 1, 1975 yet prior to January 1, 1984;
- Five percent if appointed prior to January 1, 1975.

In addition to the above, for all employees employed on or after January 1, 1979, an additional 2% contribution is required on salary above \$30,000.

One must be under age sixty-five, upon entering service, to become a member. Special allowances are granted veterans and those dis-

abled. Generous allowances are made to dependents of those who die on the job after two years of service. Paras who enter Boston Service may make up ten years out of state service by contributing to our fund.

Pensions are based on the average of one's three highest paid years of service; their total years of service, and their age. One cannot receive more than 80% of the average of their three (3) highest year.

The following Percentage Table is used:

<b>Age at Date of Retirement</b>	<b>Percent</b>
65 or over	2.5
64	2.4
63	2.3
62	2.2
61	2.1
60	2.0
59	1.9
58	1.8
57	1.7
56	1.6
55	1.5

One may retire at any time upon completion of twenty years of service. One may not retire before age fifty-five without completing twenty years of service.

#### **EXAMPLE - SUPERANNUATION - OPTION A**

Group 1 member, at Master column, retiring as of June 30, 1989, under the following conditions:

- (a) Age 65
- (b) 20 years of service
- (c)

1987	\$ 9,800
1988	10,500
1989	<u>11,500</u>
	31,800 / 3 = \$10,600

#### **RETIREMENT ALLOWANCE COMPUTATION\***

- 2.5% of \$10,600 x 20 = \$5,300
- (d) Veteran

	<u>300</u>
	\$5,600

- \* Please note that this is not the actual method by which salary is computed. This is a more simplistic method and will give a close approximation for estimate purposes. One cannot receive more than 80%.

## **H. Insurance**

The Committee's contribution to all group hospitalization insurance premiums shall be as follows:

- A. Effective July 1, 2007 the City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.
- B. Effective September 1, 2007 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 89%. The employee rate of contribution for all approved and authorized health maintenance organizations shall be 11%.
- C. Effective September 1, 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 88%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12%.
- D. Effective September 1, 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%.
- E. Effective September 1, 2007 the City's rate of contribution for all approved and authorized point of service products shall be 84%. The employee's rate of contribution for all approved and authorized point of service products shall be 16%.

- F. Effective September 1, 2008 the City's rate of contribution for all approved and authorized point of service products shall be 83%. The employee's rate of contribution for all approved and authorized point of service products shall be 17%
- G. Effective September 1, 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.
- H. Adoption of M.G.L. Chapter 32B § 18.
  - iv. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
  - v. In the event that the legislature takes no action on the above mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.

Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. It is the intention of the parties to meet and bargain over the impact of the adoption of Section 18 during the contract period. In the event the impact of said adoption does not conclude during the contract period, the City reserves its right to maintain that the impact of Section 18 shall continue to be an impact bargaining issue. Likewise, the Union reserves its right to maintain that the impact of Section 18 should be addressed as part of successor bargaining. This agreement shall not be construed as an agreement by either party as to whether or not this matter must be subject to impact bargaining or successor bargaining. In the event that this matter does become subject to successor bargaining, the parties will address the matter separate and aside from other matters being negotiated at the main bargaining table. This subsection shall take effect on the effective date of the collective bargaining agreement that expires on August 31, 2007 and expire on August 31, 2010.

The employer contribution to the life insurance portion of the group insurance plan (\$5,000) policy shall be 50% with a provision for a paraprofessional to purchase more life insurance at a low rate.

Paras shall have health insurance premiums deducted from May and June paychecks for coverage through September 30 of the following school year.

## **I. Pay Credit**

The para or the para's designated beneficiary, or if there is no designated beneficiary then the estate of the para who is separated from employment or dies during the school year, shall receive the pay withheld up to the date of separation or death.

## **J. Traveling Paraprofessionals and Mileage**

All personnel covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed for miles traveled in connection with their duties at the IRS rate.

## **K. Health and Welfare Fund**

### **1. Trust Fund**

The Committee and the Union have established a Trust Fund designated as "The Boston Teachers Union Paraprofessional Health and Welfare Fund," to provide such benefits as are set forth in the Paraprofessional Health and Welfare Fund Agreement executed between the parties and incorporated herein by this reference as if set out fully at this point, except that the Fund shall be administered solely by five (5) trustees appointed by the Union and three (3) appointed by the Committee.

### **2. Annual Payment**

The payment required annually on behalf of each paraprofessional shall be made at the times required in the teachers' contract, in the following amounts:

		Blended	Last Rate	Blended	Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>9/1/08-1/31/09</u>	<u>2/1/09-8/31/09</u>	<u>9/1/09-1/31/10</u>	<u>2/1/10-8/31/10</u>
646	820	848	853	883	887

### **3. Proration**

The proration provisions of Section VIII(O) of the teachers' contract shall apply to paras.

### **L. Career Awards**

Paras shall receive career awards as follows:

	<b>Effective 9/1/03</b>	<b>Effective 2/1/05</b>
After 9 years	\$2,250	\$2,350
After 14 years	\$2,750	\$2,850
After 19 years	\$3,250	\$3,350
After 24 years	\$3,750	\$3,850
After 29 years	\$4,250	\$4,350

For paras who have become or do become teachers in the Boston Public Schools, years of service as paras in the BPS will count towards career awards in the teachers' unit.

### **M. Tuition Reimbursement**

All paraprofessionals with five or more years service will be entitled to tuition reimbursement of up to \$500.00 a year for approved college courses. This program will start in the 2007-2008 school year.

### **N. Compliance Paraprofessionals**

Compliance paraprofessionals after working 90 days in the same position will have all rights and benefits in the contract—provided all paraprofessionals with attachment and recall rights had an opportunity to exercise them.

### **O. Leaves of Absence & Sick Leave**

#### **1. Absence Due to Injury in the Course of Employment**

Persons injured in course of employment shall be granted leave in accordance with the provisions of this subsection, and such persons shall receive other Workmen's Compensation benefits as provided in General Laws, Chapter 152.

(a) A bargaining unit member whose industrial accident claim has been accepted and who is receiving workers' compensation pursuant G.L. c.152 will have restored all sick leave

used after initial date of injury related to said claim and prior to receipt of workers' compensation pursuant to G.L. c.152. Such employee may, after acceptance of said claim, use such of his or her sick leave accrued prior to acceptance of claim, as may result in the payment of full salary. Any absence due to an injury compensated under G.L. c.152 shall be counted as creditable service for purposes of determining an employee's career award entitlement, seniority and salary step advancement once the employee has returned to work, provided however, that additional personal days and sick leave days shall not accrue to employees during the period after the employee has been accepted and is receiving workers' compensation and until such employee returns to work. Nothing herein is intended to diminish or reduce any rights or employees pursuant to G.L. c.152.

(b) Notwithstanding the provisions of the foregoing paragraph, a bargaining unit member who is absent due to physical bodily injury as a direct result of a physical assault and battery which occurs during the course of his/her employment and who, as a result of this injury has been accepted for and is receiving Workers' Compensation payment pursuant to G.L. c.152, shall have restored any sick leave used to supplement his/her workers' compensation payment, and which when added to his/her workers' compensation payment is equal to his or her full weekly salary. The provisions in this section shall be limited to forty-five calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation.

## **2. Military Leave of Absence**

Military leave of absence, without pay, may be granted to a permanent para inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

## **3. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his or her annual tour of duty as a member of such reserve compo-

ment; provided, however, that such leave shall not exceed seventeen (17) days.

#### **4. Leave for Study**

Paras with three (3) or more years of service, who, not later than May 1, request in writing a leave of absence for the next school year for study at an institution of higher learning accredited by the Committee, will be granted such leave without pay and will retain the seniority and the sick leave held at the time such leave for study began.

#### **5. Personal Leave**

Paraprofessionals shall be granted personal leave as follows:

- (a) Court Summons — school business: no loss.
- (b) Death:
  - (1) Immediate family, including mother-in-law, father-in-law, and anyone residing in the same household with the paraprofessional: 5 days, no loss.
  - (2) Niece, nephew, uncle, aunt in-law other than above: 1 day, no loss.
  - (3) Grandchild or grandparent: 3 days, no loss.

These are consecutive school days immediately preceding, following, or including the day of death, Holidays, vacation or suspended sessions shall be considered school days under this provision.

- (c) Paras who have completed their probationary period will be allowed personal leave for personal needs not otherwise provided for, not more than two days per year without loss of pay, subject to the following:
  - (1) Such leave can be provided without hiring a substitute.
  - (2) Notice is given to the principal or headmaster not later than the school day prior to the date of the intended personal leave.

- (3) In emergency situations, the administrative head of a school shall have the prerogative of postponing a para's absence for a personal day until the emergency is over, provided that the Faculty Senate and/or Building Representative agree(s) that an emergency exists. Unused personal days may be added to accumulate sick leave for use in subsequent years.
- (d) College Degree: to receive degree at college: 1 day, no loss.
- (e) Up to 150 person-days per year without loss of pay for teachers and paraprofessionals will be provided for attending union conventions and conferences scheduled on teacher work days. Names of individuals to attend will be submitted to the Personnel Department ten (10) school days in advance of the leave. The BTU Health and Welfare Fund will reimburse the Department for its actual cost of substitutes filling in for persons on leave to attend a health and welfare-related conference or convention.
- (f) Graduation: Members of immediate family, including niece and nephew: 1 day, no loss.
- (g) Personal leave without pay: Leave of absence without pay for personal reasons may be granted paraprofessionals for a period of up to one (1) year with the approval of the Director of Personnel.
- (h) Paraprofessionals shall be granted religious holidays in the same manner as teachers.

No paraprofessional may take a personal day on both the day immediately preceding and the day immediately following the Thanksgiving recess.

## **6. Sick Leave**

Commencing with the first year of service (following a ninety day probationary period) and annually thereafter, each September, fifteen (15) days of sick leave shall be granted to each paraprofessional in actual service on or before October 1<sup>st</sup> of that school year. For a person returning to actual service

after October 1 of the second year of service or any subsequent year, sick leave for that school year shall be added to the reserve of such person at the rate of 1.5 times the number of months remaining in the regular school year. Sick leave not used in the year of service for which it was granted shall be accumulated for use in subsequent years.

Paraprofessionals shall be allowed to use sick leave days for family illness as permitted in the teacher's contract.

Paraprofessionals shall be eligible to carry over sick leave upon moving into the teachers' bargaining unit.

## **7. Leave for Personal Reasons**

The provisions of Section VIII(R)(6)(h) of the teachers' contract,

Maternity and Child Care Leave, as modified by Section IV(A)(8)(1) of the teacher's Settlement Agreement are hereby incorporated by reference.

## **8. Leave for Union Business**

Not more than an aggregate of ten (10) employees in the bargaining unit for teachers and paraprofessionals, who are officers of the Union or who are appointed to its staff, shall, upon proper application, be given leave of absence without pay during the school year for the purpose of performing legitimate duties for the Union. Employees given leaves of absence without pay shall receive credit toward salary increments on the schedule appropriate to their rank.

## **9. Sabbaticals**

Paraprofessionals shall be eligible for sabbaticals.

# **Article IV**

## **Collective Bargaining**

### **A. Governing Philosophy**

The parties believe the collective bargaining method is workable and competent and will add dignity to the joint effort of the Union and the Committee to reach agreement. In entering upon this new responsibility, the parties wish to declare their intention to cooperate fully in what must be the joint objective of both bodies, the best education possible for Boston's children.

### **B. Fair Practices**

#### **1. Non-Discrimination**

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership and will continue to represent equally all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, sexual preference, age, or handicap.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, sexual preference, age, handicap, or participation in or association with the activities of any employee organization.

Furthermore, the Union and the Committee shall cooperate in developing and implementing effective affirmative action.

#### **2. Protection of Individual and Group Rights**

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representatives from meeting with any para for expression of the para's views. In the area of collective bargaining, no changes or modifications shall be made, except through consultation and negotiation with the Union. Nothing contained herein shall be construed to permit an organization other than the Union to appear in an official capacity in the processing of a grievance. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his or her

immediate superior, or processing a grievance on his or her own behalf in accordance with the Grievance Procedure, as set forth in Article V.

### **C. Privileges**

#### **1. Payroll Deductions for Union Dues**

The Union may secure authorizations for payroll deductions for Union dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than thirty (30) days after such deduction was made.

#### **2. Payroll Deduction of Agency Service Fee**

(a) Pursuant to Chapter 903 of the Acts of 1977, effective the first full month following ratification of this Agreement, an agency service fee shall be deducted each month by the Collector Treasurer of the City from the salary of each employee in the bargaining unit other than those paying dues pursuant to Section C(1) above. Said service fee shall be a sum equal to the amount required to become a member and remain a member in good standing in the Union, and shall be paid over promptly to the Treasurer of the Union on a monthly basis.

(b) The Union certifies that it has established a procedure required by law under which any employee so demanding may obtain a rebate of such part, if any, of an agency service payment representing a pro rata share of expenditures for political action.

(c) The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the City's compliance with Section 1 above.

#### **3. Union Meetings Within Individual Schools**

Union meetings may be held on school property by faculty members of individual schools, provided there is no interference with any school activity.

#### **4. Grievance Time For Building Representative**

A para who is elected to serve as Building Representative in an elementary school, middle school, or high school shall be allowed the equivalent of one administrative period per week for conferring with members of the bargaining unit on grievances or associated matters.

#### **5. C.O.P.E.**

If at any time during the duration of this collective bargaining agreement the General Court adopts a bill allowing for a C.O.P.E. check-off for public employees, the School Department shall cooperate with the Union in establishing a voluntary C.O.P.E. check-off system in compliance with such legislation.

### **D. Responsibilities**

#### **1. No Union Activity on School Time**

Except as provided herein the Union agrees that no para will engage in Union activity during the time he is assigned to teaching or other duties.

#### **2. Authorized Union Representatives**

The Union shall furnish the Committee with a list of its officers, and authorized Union representatives, and shall as soon as possible notify the Committee in writing of any change. No Union representative shall be recognized by the Committee except those designated in writing by the Union.

## **Article V**

### **Dispute Resolution**

#### **A. General**

It is the declared objective of the parties to encourage the prompt resolution of disputes arising under this Agreement. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible.

Whatever means are used to resolve a dispute arising under this Agreement, a resolution should be sought that provides fair redress of grievances while giving due consideration to the best interests of schoolchildren.

Any person(s) or the Union shall have the right to present a dispute and have it promptly considered on its merits. Paras subject to this Agreement shall not suffer a loss of pay for time spent in conferring and meeting on a grievance; provided, however, that conferences and meetings will not normally take place during periods when the individuals involved have classroom duties, except as otherwise provided herein. A grievance of a continuing nature alleging that it uniformly affects a class of bargaining unit employees need only be filed once and shall be considered to include all subsequent violations.

Any discipline in relation to collective bargaining unit members shall be for just cause.

#### **B. Definitions**

A “grievance” shall mean a complaint (1) that there has been as to a para a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or (2) that a para has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term “grievance” shall not apply to any matter as to which the Committee is without authority to act. As used in this Article, the term “person” or “para” shall mean also a group of paras having the same grievance.

#### **C. Availability of Mediators**

The provisions of Section X(C) of the teachers’ contract con-

cerning the availability of mediators to help resolve disputes arising under this contract are incorporated herein by reference.

## **D. Dispute Resolution Process for Grievances**

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

### **1. General Procedures**

#### *(a) Step 1: School Level*

A para or his or her Union representative may either orally or in writing present a grievance to the Principal, Headmaster, or Director within a reasonable time, normally thirty (30) school days after knowledge by the para of the facts giving rise to the act or condition which is the basis of her or his complaint.

The Principal, Headmaster, or Director of the school shall confer with the para at the time of the complaint or within five (5) school days with a view to arrive at a mutually satisfactory resolution of the grievance. At that conference, the para may present the grievance personally or he or she may be represented by a Union representative; but where the para is represented, he/she must be present. Whenever a grievance is presented by the para personally, the Principal, Headmaster, or Director shall give the Union representative the opportunity to be present and state the views of the Union.

The Principal/Headmaster or Director shall communicate his/her decision orally or in writing to the aggrieved employee and to any Union representative who participated in this Step within five (5) school days after receiving the complaint or within five (5) school days after the conference, whichever is earlier.

If the grievance is unresolved, a mediator shall be assigned within three (3) school days to assist the parties in attempting to resolve the complaint. If the dispute is not resolved within three (3) school days following the assignment of a mediator, the grievance may be appealed to the next step.

The parties shall observe the grievance procedure per-

taining to Steps 1, 2, and 3 without regard to the mediation process specified herein until the utilization of mediators contemplated by this Agreement is made operational by the School Department and written notice of that implementation is provided to the Union.

(b) *Step 2: Cluster Leader or  
Manager for Employee Relations*

If the grievance is not resolved at Step 1, the aggrieved paraprofessional or the Union may appeal by forwarding the grievance in writing to the appropriate Cluster Leader within five (5) school days after he or she has received the Step 1 decision. The appeal shall include:

- (1) The name and position of the grievant.
- (2) A statement of the grievance and the facts involved.
- (3) The corrective action requested.
- (4) Name of Union Representative at Step 1; if any.
- (5) Signature(s) of grievants or Union representative.

The Cluster Leader will conduct a grievance hearing with the aggrieved para and his or her Union representative, each of whom shall be given at least two (2) school days' notice of the hearing. The aggrieved para shall be given the opportunity to be present at the hearing.

The Headmaster/Principal or applicable administrator may also be present at this hearing to state his or her views. For grievances filed at Step 1, mediators shall not be present at Step 2 grievance hearings. For grievances filed at Step 2, a mediator shall be used if requested by both parties.

The Cluster Leader shall issue a written decision on the grievance as soon as possible, but not later than ten (10) school days after the receipt of the appeal or five (5) school days after the hearing, whichever is earlier. A copy will be sent to the aggrieved para and the Union.

The following grievances shall be presented to the Manager for Employee Relations at Step 2 who shall act in accordance with the procedures and time requirements set forth above:

- (1) A grievance alleging that the person was placed on the wrong step of the salary schedule.
- (2) A grievance alleging the person's wages were improperly paid.
- (3) A grievance alleging the person was improperly denied an increment.
- (4) A grievance alleging the person's absence deduction was improperly calculated.
- (5) A grievance alleging the person was improperly denied a leave of absence without pay.
- (6) A grievance filed on behalf of a person who is not assigned to a level.
- (7) A grievance that, by mutual agreement of the Cluster Leader and Union, should be heard directly at Central Administration.

(c) *Step 3: Superintendent*

A decision at Step 2 may be appealed in writing by the para or the Union to the Superintendent of Schools within ten (10) school days after the decision by the appropriate administrator at Step 2 has been received. The Superintendent or his or her designated representative shall meet with the aggrieved para and the Union representative with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the Union representative will receive at least two (2) school days' notice of the meeting and shall be given an opportunity to be heard. The Headmaster/Principal or Director and the Assistant Superintendent or Director of Personnel may also be present at the meeting and state their views.

The Superintendent or her or his designated representatives shall communicate her or his written decision together with supporting reasons to the aggrieved para and to the Union as soon as possible, but not later than ten (10) school days after receipt of the appeal or five (5) school days after the conference, whichever is earlier.

(d) *Alternative Procedure for Certain Grievances*

All grievances involving in whole or in part violations of section I(F) of this Agreement, "Handling of New Issues," shall be submitted to the following procedure in lieu of proceeding through Steps 1 through 3 of the grievance

procedure”described above. Either party may initiate a grievance in writing by requesting that it be made the subject of a meeting between a representative of the General Counsel’s office and a representative of the Union. The parties shall meet and confer upon the matter within ten (10) school days following the request for a meeting in an attempt to resolve the grievance. If the parties agree on a resolution, they shall reduce this agreement to writing and sign it. The representative of the General Counsel’s office shall be authorized to take appropriate corrective action to redress such grievances.

If no agreement is reached within ten (10) school days, nothing in this clause shall affect the rights or either party to proceed to arbitration.

## **2. Initiation of Grievances at Step 2 or Step 3**

(a) Grievances arising from the action of officials other than the Principal, Headmaster, or Director may be initiated with and processed in accordance with the provisions of Step 2 of this dispute resolution process. Where the action is initiated by the Superintendent of Schools, the grievance may be initiated at Step 3.

(b) Conferences held under this procedure at Step 2 or Step 3 shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during day school hours, all persons who participate shall be excused with pay.

## **3. Time Limits and Application**

(a) The time limits specified in any step of this procedure may be extended in any specific instance, by mutual agreement.

(b) A grievance filed at an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the complaint shall not begin until the grievance is referred to the appropriate step.

(c) In the event that the immediacy of the grievance requires a para to meet with his/her Principal or Headmaster suddenly (on a non-scheduled occasion) he/she shall be allowed

to have his/her Union representative present at the meeting, provided he/she first makes this request of the Principal or Headmaster.

(d) A failure by a para or the Union to process the grievance from one step to the next step within the time limits provided for will result in an automatic appeal of the grievance to the next step. A failure of a Committee representative to answer a grievance at any step of the grievance procedure within the time limits provided shall be considered a denial of the grievance at that step.

## **E. Arbitration**

### **1. Arbitration Defined**

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within thirty (30) school days after denial of the grievance at Step 3 under the grievance procedure, provided, however, if the Union did not receive a written reply from the Superintendent at Step 3, then said time limit shall be extended to sixty (60) school days after submission of the grievance to the Superintendent at Step 3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The Union will make a reasonable effort to use no more than two (2) witnesses during the same school hours in arbitration cases.

### **2. Power of the Arbitrator**

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation, or application of an express provision of this Agreement. The arbitrator shall have no power to alter, add to, subtract from, or modify any provision of this Agreement.

The parties are agreed that no restrictions are intended on the powers of the Committee, except those set forth in the language of this Agreement.

### **3. Decision of the Arbitrator**

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

### **4. Arbitration Award Application**

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

### **5. Alternate Arbitration Procedure**

Notwithstanding any contrary provision of this Article, unresolved grievances at Step 3 may be submitted by the Union to a closed panel of arbitrators and not the American Arbitration Association, under an alternate arbitration procedure mutually agreed between the parties.

### **6. Implementation**

The Committee will use its best efforts to implement a settlement agreement or an arbitrator's award within 30 days after approval of such settlement or receipt of such award and determination not to contest it.

## **F. Resolution of Differences by Peaceful Means**

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

The Committee agrees that no reprisals will be made against any individual bargaining unit member as a result of their failure to report to work on October 27, 1993.

This Agreement is subject to ratification by the Boston Teachers Union and the School Committee of the City of Boston and is conditional upon funding of cost items by the Boston City Council.

For the School Committee  
of the City of Boston:

by Elizabeth Reilinger  
Elizabeth Reilinger, Ph.D.  
Chairperson  
Boston School Committee

For the Boston Teachers  
Union:

by Richard F. Stutman  
Richard F. Stutman  
President  
Boston Teachers Union

by Michael Contompasis  
Michael Contompasis  
Superintendent  
Boston Public Schools

Date: March 14, 2007

**AGREEMENT  
Between the  
School Committee  
of the City of Boston  
and the  
Boston Teachers Union,  
Local 66, AFT, AFL-CIO**

**Substitute Teachers  
and Nurses**

Effective from September 1, 2006  
through August 31, 2010

**Article I  
Purpose and Scope of Agreement**

**A. Recognition and Duration**

This Agreement is made and entered into on the 14th day of March, 2007, by and between the School Committee of the City of Boston (hereinafter referred to as the “Committee”) and the Boston Teachers Union, Local 66, American Federation of Teachers, AFL-CIO (hereinafter referred to as the “Union”). The Committee recognizes the Union as the exclusive bargaining representative for substitute teachers and nurses who meet the qualifications for membership in the bargaining unit set forth in Section I(B) of this Agreement.

This Agreement and each of its provisions shall become effective upon signature by both parties following ratification, and shall be in full force and effect from September 1, 2006 through August 31, 2010. Negotiations for a subsequent agreement will commence on or after January 2, 2010 upon the request of either party.

## **B. Qualifying as a Member of the Bargaining Unit**

### **1. Annual Qualification**

For the purpose of becoming a bargaining unit member, substitute teachers/nurses must complete sixty (60) workdays in the same school year. All substitutes who work sixty (60) workdays or more in a given school year shall be considered bargaining unit members on the first day of their re-employment in each subsequent school year. However, if after reaching bargaining unit status in a particular school year, a substitute teacher/nurse is not re-employed in the next school year following, but returns in a subsequent year, he/she must work sixty (60) days in that year to be reinstated as a member of the bargaining unit.

### **2. Removal and Reinstatement**

A substitute teacher/nurse who has obtained bargaining unit membership and works fewer than sixty (60) workdays in the following school year shall be removed from membership in the bargaining unit on the first day of the next school year. Such person shall be reinstated as a bargaining unit member upon the completion of the sixtieth (60) workday as a substitute in the next school year following removal.

## **C. Purpose**

The purpose of this Agreement is to promote the parties' joint goal of achieving the best possible education of the children in the Boston Public Schools by structuring an effective and professional working relationship between the parties. That relationship should help the school system achieve maximum benefit from the combined expertise and coordinated efforts of the parties. It should also ensure fair and equitable compensation and fair and professional treatment for those employees represented by the Union.

## **D. Scope**

The parties intend that matters which were raised during the life of this Agreement but withdrawn will not be negotiated as a supplement to this Agreement, but rather may be addressed in the negotiation of the successor Agreement. The Committee shall not be deemed to have agreed to any past practice not specifically protected by this Agreement.

## **E. Management Rights**

Except as otherwise provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duties, and authority which they had prior to entering into the Agreement. Such rights of the Committee include but are not limited to the following rights:

- to establish educational policy;
- to establish the standards and qualifications for hire and promotion;
- to determine the size of the work force consistent with the terms of this Agreement;
- to establish job duties for new or substantially changed positions (except that changing the duties of existing positions shall be subject to collective bargaining to the extent required by law);
- to determine which textbooks shall be used in the schools;
- to prescribe curriculum and rules governing student discipline; and
- to establish educational programs and to determine the number, age, and qualifications of pupils to be served by any such programs.

## **F. Savings Clause**

If any provisions of this Agreement are or shall at any time be contrary to law, the remainder of this Agreement shall continue in force. The provisions of any federal order shall preempt and supersede any conflicting provision of this Agreement.

## **G. Definitions**

### **1. Per Diem Substitute**

A “per diem” substitute is any person subject day-to-day assignments or reassignments to fill positions on an interim basis.

### **2. Long Term Substitute**

A “long term” substitute teacher/nurse is any person with proper qualifications who is assigned to fill a position of teacher which is a temporary vacancy and serves continuously in the same assignment in the same school. A temporary va-

cancy is one which is anticipated to be vacant for more than twenty (20) consecutive workdays but less than a full school year, or one in which an assigned substitute actually serves continuously for more than twenty (20) consecutive days.

### **3. Cluster Substitute**

A “cluster” substitute teacher is any person with proper qualifications (including, but not limited to a satisfactory performance evaluation as a long term substitute teacher in a prior year) who is assigned to a cluster office for a full year to rotate in the various cluster schools, as needed, on a daily basis.

## **Article II Working Conditions**

### **A. Work Schedule and Duties**

Substitute teachers will generally be required to perform the work schedules and duties, in and out of the classroom, of the regular teacher who is being covered by the substitute; provided, however, the teacher assignment procedures, teacher program guidelines, and teaching load provisions of the teachers' contract shall not be considered as established policy or binding contractual commitment. No long term substitute teacher may be assigned teaching periods or administrative duties in excess of the maximum allowed for other teachers in the building.

Long term and cluster substitutes shall participate in professional days along with regular teachers/nurses and shall be compensated therefore.

All substitutes will receive a duty free lunch, consistent with the school schedule.

Effective 9/1/07, retired teachers who return to substituting shall not be required to take or pass any test.

### **B. Method of Assignment**

#### **1. General**

The School Department shall, when assigning substitute teachers, attempt to take into consideration the expressed geographic and grade level preference of the substitute teacher, their qualifications, their teaching experience, areas of state certifications(s), and educational background, while staffing in accordance with the needs of the system, the particular district(s) and school(s).

The School Department in deploying substitutes to long-term assignments, will first seek to place persons holding certification in the particular area, provided that all other needs of the system and the particular school or classroom will be met.

Retired teachers who return to substituting shall not be required to take or pass any test.

## **2. Cluster Substitutes**

The Central Office will attempt to assign all cluster substitute teachers to their respective cluster offices by November 1 in each school year. However, cluster substitute teachers may be assigned to any cluster throughout the school year depending upon the needs of the various clusters.

Cluster substitutes will be assigned to a Cluster Office by the School Department. Daily assignments to specific schools within the cluster will be made by the appropriate Cluster Leader or designee. Cluster substitutes must be assigned first to schools within their cluster. However, when necessary, cluster substitutes may be assigned to other schools. Cluster substitutes, when not assigned to a school, shall report to the cluster office on a daily basis.

Persons serving as cluster substitute teachers shall not be eligible to receive a teacher contract, nor shall they have claims to tenure status if they hold the position of cluster substitute for more than 3 years. However, such persons may be eligible for a teacher contract in vacancies filled by them that later materialize into non-tenured teacher positions, provided, however, that all other conditions (including, but not limited to, Federal Court Orders and the current teachers' collective bargaining agreement) have been satisfied.

Effective September 1, 2000, the Office of Human Resources shall assign a minimum of 12 cluster substitutes to each of the ten Clusters.

## **3. Long Term Substitutes**

A Long Term Substitute shall be granted a provisional contract on or before December 1, if the assignment in which he or she is serving becomes vacant for the remainder of the school year, provided that such provisional contract does not negate the rights of a teacher on the recall list. Provisional contracts granted under this Section shall be prospective.

## **C. Performance Evaluation**

All substitute teachers will be subject to evaluation after fifteen (15) consecutive work days in the same assignment in the same school, and may be subsequently re-evaluated periodically by the build-

ing administrator or their designee outside of the bargaining unit. Cluster substitute teachers shall be evaluated by the responsible administrator of the school when serving at the school for more than fifteen (15)

days. A cluster substitute teacher shall be given two (2) overall performance evaluations for the academic year by the appropriate Cluster Leader or their designee outside of the bargaining unit.

An overall mark of unsatisfactory shall be expunged following a subsequent year in which a substitute receives an overall mark of "Meets Expectations" or "Exceeds Expectations."

No evaluation mark may be grieved except an overall "unsatisfactory." An "overall" mark for a long-term substitute teacher is the overall mark received from the building administrator during the final performance evaluation while serving in the same assignment for more than fifteen (15) consecutive days.

Substitute teachers who are subject to disciplinary action, including dismissal, will be afforded progressive disciplinary measures pursuant to the policies and procedures of the Committee set forth in the Deputy Superintendent circular.

#### **D. Professional Development**

- (1) Commencing August 1, 1999, new substitute teachers may be required to attend up to three days of training to prepare them for teaching in the Boston Public Schools.
- (2) The Center for Leadership Development will establish a program to assist substitute teachers with certification.
- (3) Commencing September 1, 1999, long term and cluster substitutes will be required to attend the eighteen hours of professional development required of teachers. This professional development is scheduled beyond the school day and long term and cluster substitutes will be paid for this time.

#### **E. Application for Teaching Positions**

Those substitute teachers who are certified, recommended as a result of central interview, have a letter of recommendation from a Boston Public Schools administrator and who apply for teaching positions will be guaranteed up to four interviews.

# Article III Compensation and Benefits

## A. Salary Schedule

### 1. General

#### Salary Schedule - Substitute Teachers

	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	<u>2/1/2009</u>	<u>9/1/2009</u>	<u>2/1/2010</u>
Per Diem	112.78	116.16	119.65	120.84	124.47	125.71
Long Term - After 10 days	125.46	129.23	133.10	134.43	138.47	139.85
Long Term - After 30 days	227.01	233.82	240.84	243.25	250.54	253.05
Cluster	137.30	141.42	145.66	147.12	151.53	153.05

Effective September 1, 2004, the Long Term\* (after 30 days) rate shall take effect after twenty-five (25) consecutive workdays in the same assignment. Effective 9/1/07, all substitute teachers who hold an active, Massachusetts teaching license shall receive a differential equal to three percent (3%) of the per diem rate.

### 2. Pay for Long Term Assignments

A long-term substitute assignment must be approved by the Director of Personnel or their designee. A long-term substitute shall be paid prospectively at the daily rate for long-term substitute assignment beginning with the eleventh (11th) consecutive workday, or beginning such earlier date upon approval of the Director of Personnel and or their designee.

In the event that the assigned substitute serves continuously in a temporary vacancy for more than ten (10) consecutive workdays in a situation when the vacancy was not anticipated or expected to last so long, such substitute will be paid as of the eleventh (11th) day at the long-term substitute daily rate, from the date of approval by the Director of Personnel or their designee.

## B. Sick Leave

Long Term and Cluster Substitutes shall receive prospectively one (1) day of sick leave for every twenty (20) days worked. Sick leave

will be cumulative from year to year, provided that the substitute teacher remains a bargaining unit member. Accumulated sick leave cannot be used while serving as a per diem substitute.

All substitutes shall be eligible for professional development activities under guidelines established by the Professional Development Committee.

Substitutes shall carry over earned sick leave upon becoming teachers or paraprofessionals.

### **C. Health Insurance.**

The employer contribution to the life insurance portion of the group insurance plan (\$5,000 policy) shall be 50% with a provision for level and long-term substitute teachers to purchase more life insurance at a low rate.

Substitute teachers' eligibility for health insurance is determined by statutory requirements, as may be amended. In 1999 the statutory requirements are as follows: An employee must work a minimum of twenty (20) hours per week on a regular basis, and cannot be a seasonal or emergency employee to be eligible for health insurance.

### **D. Health and Welfare Fund**

Cluster Substitutes shall be included in the Paraprofessional Health and Welfare Fund Benefit.

	Blended		Last Rate	Blended	Last Rate
<u>9/1/06-8/31/07</u>	<u>9/1/07-8/31/08</u>	<u>8/31/09</u>	<u>8/31/09</u>	<u>9/1/09-8/31/09</u>	<u>8/31/09</u>
646	820	848	853	883	887

### **E. Per Diem Substitute Bonus**

Those individuals who served as per diem substitutes for 120 days or more during the school year will receive a bonus of \$1,000 in June of that year. Those individuals who served as per diem substitutes for 150 days or more during the school year will receive a bonus of \$1,500 in June of that year. Effective 9/1/07, the following sentences are deleted: However, in no event shall the cost of this item exceed \$100,000 annually. If the cost will exceed \$100,000, the amount of the bonus will be reduced so as not to exceed \$100,000 in any year

## **F. Cluster Substitute Bereavement Leave**

Cluster Substitute teachers shall be granted bereavement leave as follows:

- (1) Death in the immediate family, including mother-in-law, father-in-law, and anyone residing in the same household with the substitute teacher: 5 days, no loss.
- (2) Death of niece, nephew, uncle, aunt, or in-law other than above: 1 day, no loss.
- (3) Death of grandchild or grandparent: 3 days, no loss.

## **Article IV**

### **Collective Bargaining**

#### **A. Payroll Deduction of Union Dues or Agency Service Fee**

Substitute teachers who are members of the bargaining unit shall be subject to payroll deduction for Union dues or payroll deduction of agency service fees as set forth in Sections IX(c)(2) and IX(C)(3) of the 1994-1997 teachers' agreement.

#### **B. Non-discrimination and Affirmative Action**

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership and will continue to represent equally all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, sexual preference, age, or handicap.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, sexual preferences, age, handicap, or participation in or association with the activities of any employee organization.

This section shall not be interpreted as a barrier to affirmative action.

Any affirmative action plan adopted by the Committee shall be negotiable as contemplated by law. Furthermore, the Union and the Committee shall cooperate in developing and implementing effective affirmative action in the areas of promotion, teacher assignments, coaching positions, and paid and unpaid extra-curricular activities.

# Article X

## Dispute Resolution

### A. General

It is the declared objective of the parties to encourage the prompt resolution of disputes arising under this Agreement. The parties recognize the importance of prompt and equitable disposition of any complaint at the lowest organizational level possible.

Whatever means are used to resolve a dispute arising under this Agreement, a resolution should be sought that provides fair redress of grievances while giving due consideration to the best interests of schoolchildren.

Any person(s) or the Union shall have the right to present a dispute and have it promptly considered on its merits. Staff subject to this Agreement shall not suffer a loss of pay for time spent in conferring and meeting on a grievance; provided, however, that conferences and meetings will not normally take place during periods when the individuals involved have classroom duties, except as otherwise provided herein.

A grievance of a continuing nature alleging that it uniformly affects a class of bargaining unit employees need only be filed once and shall be considered to include all subsequent violations. Any discipline in relation to collective bargaining unit members shall be for just cause.

### B. Definitions

A “grievance” shall mean a complaint

- (1) that there has been as to a member of the bargaining unit a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or
- (2) that a member of the bargaining unit has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term “grievance” shall not apply to any matter as to which the Committee is without authority to act. As used in this Article, the term “person” or “teacher” shall mean also a group of teachers having the same grievance.

### **C. Availability of Mediators**

The Steering Committee shall choose up to twenty-four (24) employees of the Boston Public School system to be trained as mediators for the system. All persons chosen shall be acceptable to both the Union and the Committee. Employees chosen for this position should have demonstrated excellent interpersonal skills, creativity, and an orientation toward collaborative problem-solving in carrying out their duties in the system. The candidates chosen should as a group be highly representative of the racial and ethnic diversity of the school system. They should receive formal training in problem-solving mediation. Appointments as a mediator should be voluntary.

Appointments should be reviewed annually and terminable at the discretion of the Superintendent with or without cause.

These mediators shall be available in addition to their regular duties to confer with employees of the system involved in contract-related disputes on a confidential basis seeking to assist the parties in resolving such difficulties. They may talk in person or by phone. Mediators shall be called on to mediate a building-level discussion of a grievance in Step 1 of the dispute resolution process outlined in the following section. However, no mediator shall mediate a building-level discussion of a grievance that they have previously discussed with an employee, unless all parties to the mediation so request in writing.

The School Department will circulate at least annually to all employees a list of mediators and their phone numbers. School Department policy shall be to encourage employees to seek help from a mediator to resolve work-related difficulties informally.

### **D. Dispute Resolution Process for Grievances**

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

#### **1. General Procedures**

##### *(a) Step 1: School Level*

An employee or his or her Union representative may either orally or in writing present a grievance to the Principal, Headmaster, or Director within a reasonable time, normally thirty (30) school days after knowledge by the employee of the

facts giving rise to the act or condition which is the basis of her or his grievance.

The Principal, Headmaster, or Director of the school shall confer with the employee at the time of the complaint or within five (5) school days with a view to arrive at a mutually satisfactory resolution of the grievance. At that conference, the employee may present the grievance personally or he or she may be represented by a Union representative; but where the employee is represented, he/she must be present. Whenever a grievance is presented by the employee personally, the Principal, Headmaster, or Director shall give the Union representative the opportunity to be present and state the views of the Union.

The Principal/Headmaster or Director shall communicate his/her decision orally or in writing to the aggrieved employee and to any Union representative who participated in this Step within five (5) school days after receiving the complaint or within five (5) school days after the conference, whichever is earlier.

If the grievance is unresolved, a mediator shall be assigned within three (3) school days to assist the parties in attempting to resolve the complaint. If the dispute is not resolved within three (3) school days following the assignment of a mediator, the grievance may be appealed to the next step.

The parties shall observe the grievance procedure pertaining to Steps 1, 2, and 3 without regard to the mediation process specified herein until the utilization of mediators contemplated by this Agreement is made operational by the School Department and written notice of that implementation is provided to the Union.

(b) *Step 2: Cluster Leader or Manager for Employee Relations*

If the grievance is not resolved at Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance in writing to the appropriate Cluster Leader within five (5) school days after he or she has received the Step 1 decision. The appeal shall include:

- (1) The name and position of the complainant.
- (2) A statement of the grievance and the facts involved.
- (3) The corrective action requested.
- (4) Name of Union Representative at Step 1; if any.
- (5) Signature of each grievant or Union representative.

The Cluster Leader will conduct a grievance hearing with the aggrieved employee, and his or her Union representative shall be given at least two (2) school days' notice of the hearing. The aggrieved employee shall be given the opportunity to be present at the hearing. The Headmaster/Principal or applicable administrator may also be present at this hearing to state his or her views. A mediator may be present if requested by either party.

The Cluster Leader shall issue a written decision on the grievance as soon as possible, but not later than ten (10) school days after the receipt of the appeal or five (5) school days after the hearing, whichever is earlier. A copy will be sent to the aggrieved employee and the Union. The following grievances shall be presented to the Manager for Employee Relations at Step 2 who shall act in accordance with the procedures and time requirements set forth above:

- (1) A grievance alleging that the person was placed on the wrong step of the salary schedule.
- (2) A grievance alleging the person's wages were improperly paid.
- (3) A grievance alleging the person was improperly denied an increment.
- (4) A grievance alleging the person's absence deduction was improperly calculated.
- (5) A grievance alleging the person was improperly denied a sabbatical leave.
- (6) A grievance alleging the person was improperly denied a leave of absence without pay.
- (7) A grievance filed on behalf of a person who is not assigned to a level.
- (8) A grievance that, by mutual agreement of the Cluster Leader and Union, should be heard directly at Central Administration.

(c) *Step 3: Superintendent*

A decision at Step 2 may be appealed in writing by the employee or the Union to the Superintendent of Schools within ten (10) school days after the decision by the appropriate administrator at Step 2 has been received.

The Superintendent or his or her designated representatives shall meet with the aggrieved employee and the Union representative with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the Union representative will receive at least two (2) school days' notice of the meeting and shall be given an opportunity to be heard. The Headmaster/Principal or Director and the Assistant Superintendent or Director of Personnel may also be present at the meeting and state their views.

The Superintendent or her or his designated representatives shall communicate her or his written decision together with supporting reasons to the aggrieved employee and to the Union as soon as possible, but not later than ten (10) school days after receipt of the appeal or five (5) school days after the conference, whichever is earlier.

## **2. Initiation of Grievances at Step 2 or Step 3**

(a) Grievances arising from the action of officials other than the Principal, Headmaster, or Director may be initiated with and processed in accordance with the provisions of Step 2 of this dispute resolution process.

Where the action is initiated by the Superintendent of Schools, the grievance may be initiated at Step 3.

(b) Conferences held under this procedure at Step 2 or Step 3 shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during day school hours, all persons who participate shall be excused with pay.

## **3. Time Limits and Application**

(a) The time limits specified in any step of this procedure may be extended in any specific instance, by mutual agreement.

(b) A grievance filed at an inappropriate step of the grievance procedure will be considered as properly filed, but the time limits for answering the complaint shall not begin until the grievance is referred to the appropriate step.

(c) In the event that the immediacy of the grievance requires an employee to meet with his/her Principal or Headmaster suddenly (on a non-scheduled occasion) he/she shall be allowed to have his/her Union representative present at the meeting, provided he/she first makes this request of the Principal or Headmaster.

(d) A failure by a teacher or the Union to process the grievance from one step to the next step, within the time limits provided for will result in an automatic appeal of the grievance to the next step. A failure of a Committee representative to answer a grievance at any step of the grievance procedure within the time limits provided shall be considered a denial of the grievance at that step.

## **E. Arbitration**

### **1. Arbitration Defined**

A grievance which was not resolved at Step 3 under the grievance procedure may be submitted by the Union to arbitration, except that the following matters shall not be arbitrable:

- performance evaluations—procedures and marks;
- methods of assignment;
- non-renewals, non-assignment disciplinary actions and dismissals;
- claims of unfair or inequitable treatment allegedly contrary to policy or past practice;
- grievances filed by or on behalf of per diem substitutes.

The arbitration may be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within thirty (30) school days after denial of the grievance at Step 3 under the grievance procedure, provided, however, if the Union did not receive a written reply from the Superintendent at Step 3, then said time limit shall be extended to sixty (60) school days after submis-

sion of the grievance to the Superintendent at Step 3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The Union will make a reasonable effort to use no more than two (2) witnesses during the same school hours in arbitration cases.

## **2. Power of the Arbitrator**

No dispute or controversy shall be a subject for arbitration unless it involves the meaning, interpretation, or application of an express provision of this contract. Notwithstanding anything to the contrary, the arbitrator shall have no power to determine the meaning and scope of the matters expressly excluded from arbitration in Section V(E)(1) above. Furthermore, the arbitrator shall have no power to alter, add to, subtract from, or modify any provision of this Agreement. The parties are agreed that no restrictions are intended on the powers of the Committee except those set forth in the language of this Agreement.

## **3. Decision of the Arbitrator**

The arbitrator shall issue his/her written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the dispute and both will abide by it.

## **4. Arbitration Award Application**

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue and that it will not represent any employee in any grievance that is substantially similar to a grievance denied by the decision of the arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

## **5. Alternate Arbitration Procedure**

Notwithstanding any contrary provision of this Article, unresolved grievances at Step 3 may be submitted by the Union

to a closed panel of arbitrators and not the American Arbitration Association, under an alternate arbitration procedure mutually agreed between the parties.

## **6. Staffing Clause**

Notwithstanding any contrary provision of this Agreement, no provision of this Agreement shall be deemed to require the School Committee to hire any particular number or kind of teachers or other personnel or to maintain any level of staffing, nor shall any arbitrator have the power to order the hiring of any kind or number teachers or other personnel as a consequence of any violation of this Agreement. This provision shall not be deemed to restrict any arbitrator from ordering the reinstatement of any employee in any case dealing with the question of just cause for dismissal.

## **7. Implementation**

The Committee will use its best efforts to implement a settlement agreement or an arbitrator's award within 30 days after approval of such settlement or receipt of such award and determination not to contest it.

Such efforts shall include, but not be limited to, establishment of a payment system under which specified employees of the School Department are to be held accountable for compliance with this section.

## **F. Resolution of Differences by Peaceful Means**

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

## **Items Sent To Committee**

1. Kindergarten Report Cards
2. Mentoring for Occupational and Physical Therapists.
3. Performance Evaluations - A joint Labor Management Committee will be formed consisting of four BTU appointed representatives and four BPS appointed representatives to make recommendations for possible revisions to the performance evaluation process. This committee will make recommendations no later than November 30, 2004. The School Committee must approve any revisions. The current performance evaluation process will remain in effect for the duration of the contract unless or until approved recommendations by this committee are finalized and approved.
4. Peer Coaching Model
5. Mentor Program
6. Call-in system
7. Licensure (BPS proposals #20, 44, 45, & 46)
8. Pilot Schools
9. Paraprofessional PDPs
10. Alternative Education

## **Items Sent to Impact Bargaining**

1. No Child Left Behind Act
2. CORI

## Continuing Negotiations

Effective 9/1/07, the School Committee and the Union agree to engage in continuing negotiations over priority in student assignment process for children of members.

This Agreement is subject to ratification by the Boston Teachers Union and the School Committee of the City of Boston and is conditional upon funding of cost items by the Boston City Council.

For the School Committee  
of the City of Boston:

by Elizabeth Reilinger  
Elizabeth Reilinger, Ph.D.  
Chairperson  
Boston School Committee

For the Boston Teachers  
Union:

by Richard F. Stutman  
Richard F. Stutman  
President  
Boston Teachers Union

by Michael Contompasis  
Michael Contompasis  
Superintendent  
Boston Public Schools

Date: March 14, 2007

## **Appendix B**

### **DORCHESTER HIGH/ SOUTH BOSTON HIGH AGREEMENT**

This Agreement is in full and final resolution between the Boston Teachers Union and the Boston Public Schools concerning all issues regarding the closing of Dorchester and South Boston High Schools and the creation of independent academies in Dorchester High School Complex and South Boston High School Complex.

1. The Boston Teachers Union agrees to withdraw all pending and potential grievances and other actions with prejudice regarding Dorchester High School and South Boston High School as defined above.

2. The new small high schools/academies in South Boston will be housed in the South Boston Education Complex, and the new small high schools/academies in Dorchester will be housed in the Dorchester Education Complex.

3. Current permanent teachers from the former South Boston High School and the former Dorchester High School will retain seniority rights in all of the new small high schools/academies located at the South Boston Education Complex and Dorchester High School for 16 years commencing with the 2003-2004 School Year through the 2018-2019 School Year.

4. Effective September 1, 2003, teachers who are new to any of the small school/academies located in the South Boston Education Complex or the Dorchester Education Complex will only have seniority right in the small school/academy to which they are assigned.

5. The new schools/academies shall be autonomous schools for all purposes including but not limited to, voting decision making, curriculum, scheduling, budget purposes, school site councils, staffing personnel subcommittees, etc.

In Witness Whereof, the parties have reached agreement as indicated by their signatures herein.

## **Appendix C**

# **BOSTON SCHOOL COMMITTEE AND BOSTON TEACHERS UNION SETTLEMENT AGREEMENT**

**April 8, 1985**

**Re: SEIMS Arbitration**

**AAA No. 1139-0183-84**

1. This Settlement agreement fully resolves the above captioned, pending arbitration case, including all claims for monetary damages.

2. The BSC agrees that in the future it will negotiate with the BTU concerning SEIMS duties and responsibilities as required by law and the parties' collective bargaining agreement.

3. This Settlement Agreement will be effective for and during the 1985-1986 school year for full-time teachers in the categories listed below and shall expire co-terminously with the current Agreement on August 31, 1986.

4. Elementary Resource Room Teachers, Elementary Substantially Separate Teachers, Itinerant Teachers. Each of said teachers shall be provided ninety (90) minutes in each week. A ninety (90) minute period may be segmented into two (2) forty-five (45) minute periods in the discretion of the Department. Such period (s) shall be used primarily to perform SEIMS duties and/or secondarily SPED related duties as may be assigned by the Department or as may be determined by the teacher in the absence of such assignment, provided, however, the following duties shall not be considered as SPED related duties to be performed during the aforesaid 90 minutes each week.

1. Participating in 766 Team Meeting.
2. Conducting Formal Assessments.
3. Monitoring 502.1's, provided however, in the case of Itin-

erant teachers only, said monitoring may be required in one of said teachers 45" periods each week. The other 45" period of said Itinerant teacher shall be dedicated to perform SEIMS duties only.

4. Completing Compliance Assurance Checklist.
5. Secondary Resource Room Teachers and Secondary Substantially Separate Teachers. Each of said teachers shall have two (2) of their scheduled administrative periods each week dedicated to SEIMS duties or other SPED-related duties in accordance with paragraph #4 herein.
6. In the event the Department fails in any instance to provide the required administrative period to a teacher, the Committee shall pay twelve dollars (\$12.00) for each full forty-five (45) minute period not provided.
7. Full-Time ETLs.
  - A. The Current ETL caseload formula as negotiated by the parties shall continue in force during the 1985-1986 school year.
  - B. Effective at the beginning of the 1985-1986 school year, each full-time ETL, school-based and private, shall be assigned a full-time clerk. Such clerk shall perform work as assigned by the ETL, including data entry work into the computer.
  - C. Each school shall have a computer which shall be accessible to the school-based ETL for a minimum of two (2) hours per day, but not for the ETL's exclusive use. Contract procedures for installation will be completed by September, 1985, at which time installation of such computers shall be in process in batches of twenty (20) computers, and scheduled for completion as soon as practical and prior to the end of the 1985-1986 school year.
  - D. In the case of Private School ETL's, there shall be a computer available for every three of same who are assigned to the same building. The de-

partment may reassign a Private School ETL to a different school in order to comply with this provision.

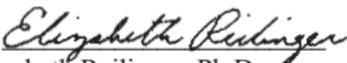
- E. The parties agree to promptly establish a Joint Committee of equal representatives of the Boston Teachers Union and Boston School Committee, but not to exceed a total of six in number, for the purpose of discussing the presentation of In-Service programs to regular education teachers concerning referrals and SEIMS related matters for the 1985-1986 school year.
- 8. Early Childhood Substantially Separate teachers shall be given 90 minutes of administrative time in the day on which no children are assigned, for SEIMS and other SPED related activities.
  - 9. The following issues are not covered by this Agreement:
    - a) ETL Interdistrict Assignment or ETL Excessing;
    - b) The assignment of ETL work to Early Childhood Liasons within the bargaining unit or to Assistant Program Directors or L/AB Cluster Coordinators outside the bargaining unit, or otherwise concerning the duties of such positions. All such issues shall be subject to negotiations at the request of either party.
  - 10. The parties further agree as follows:
    - a) The Boston School Committee will not reduce the work assignments of currently employed ETL's by reassigning SPED Department Heads. Further, the Boston School Committee states that it will not reduce the number of ETL's currently employed in the High Schools.
    - b) The Boston Teachers Union agrees that it will not assert any claims of violation of contract or prohibited labor practice as a result of SPED Department Heads continuing to perform ETL work for the duration of the Agreement.

- c) This Agreement is without prejudice to the rights of either party in the matter of the Boston Teachers Union's request for negotiation concerning Department Heads performing bargaining unit work.

Any disputes arising under this Settlement Agreement shall be processed under the grievance and arbitration procedure of the Parties' collective bargaining agreement.

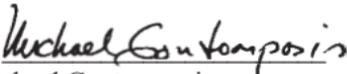
This Settlement Agreement is subject to ratification by both Parties.

For the School Committee  
of the City of Boston:

by   
Elizabeth Reilinger, Ph.D.  
Chairperson  
Boston School Committee

For the Boston Teachers  
Union:

by   
Richard F. Stutman  
President  
Boston Teachers Union

by   
Michael Contompasis  
Superintendent  
Boston Public Schools

Date: March 14, 2007

## **Appendix D**

### **Withdrawal of Program Directors Arbitration**

The Union agrees to withdraw its demand for arbitration in Boston Teachers Union and Boston School Committee, American Arbitration Association Case No. 11390-00804-06 (Gr. Program Directors) upon the execution of this agreement and funding of the parties' successor agreement(s) to their 2003-2006 collective bargaining agreement. The Union also agrees that it will not grieve/arbitrate any claim based on the facts in the above captioned arbitration and will not renew any substantially similar grievance alleging violations of the collective bargaining agreement based on the school department's prospective assignment to program directors of the duty of teaching up to two classes or up to fifty percent (50%) of a teacher's normal teaching load, provided however, that no member of the Union's bargaining unit shall be exceeded as the result of any such assignment.

## **Appendix E**

### **Labor Relations Commission, et al. v. BTU, Local 66, et al. Civil Action No. 07-0587-F**

The School Committee agrees that in the negotiations leading to final agreement the Union has given good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The School Committee therefore agrees that if the Union appeals the Superior Court's contempt ruling dated February 27, 2007 in Labor Relations Commission, et al. v. BTU, Local 66, et al., Civil Action No. 07-0587-F, it will take no position on the appeal of the contempt ruling. The School Committee further agrees that if the Union files a motion in the Superior Court seeking remittitur of a contempt fine or vacation of the contempt finding, the School Committee will not file an opposition to such motion, and that the School Committee will not file the motion or affidavits authorized in the order on contempt, p.7. The School Committee's agreement herein is limited to a challenge based on the issue of contempt. The School Committee expressly reserves its right to oppose any challenge by the Union or by the other defendants, direct or indirect, to the legality, validity, scope, or jurisdiction of the Superior Court's injunction order entered on February 13, 2007, of the underlying Labor Relations Commission orders entered on January 18, 2007 and February 6, 2007, or of the orders denying stay entered on February 14, 2007. This includes the right to oppose any such challenge which is made in the context of a motion or appeal which also challenges the contempt ruling.

## **Appendix F**

### **No Child Left Behind**

Effective June 30, 2007, paraprofessionals shall achieve highly qualified status in compliance with the No Child Left Behind Act as a condition of employment.

Effective June 30, 2007, teachers shall maintain highly qualified status in compliance with the No Child Left Behind Act as a condition of employment.

The above language, as proposed by the School Committee is withdrawn without prejudice. In withdrawing this proposed language, the School Committee does not relinquish any obligations or rights it has under federal or state law including, but not limited to, the No Child Left Behind Act.

The School Committee and the Union are committed to insuring that all teachers and paraprofessionals are highly qualified and agree to continue working together to achieve this goal.

# **Appendix G.**

## **Boston Teachers Union- Boston Public Schools Extended Learning Time Initiative May 23, 2006**

### **Overview**

All parties have agreed that providing students and teachers in Boston additional learning and teaching time is an important strategy of many for improving student achievement. There is also agreement that teachers are integral to the development of each schools' extended learning time plan. It is further agreed that each school will develop a working group of all constituencies for on-going review and evaluation of the program.

For the 2006 – 2007 school year, the Edwards and Umana/Barnes middle schools will be implementing an extended day schedule and the Timilty Middle School will expand its current extended day schedule.

The following agreement in support of the Extended Learning Time Initiative has been reached between the Boston Public Schools and the Boston Teachers Union. On the issue of compensation, the parties agree to review this issue during the course of the school year.

1. No Permanent Teacher shall be mandated to work an extended day.
2. Anyone may volunteer to work an extended day.
3. The compensation for teachers working extended day hours will be the contractual hourly rate and shall be retirement-worthy.
4. Vacancies at an extended day school shall be posted in accordance with contractual provisions.
5. If a vacancy at an extended day school is 'open' posted, it shall be posted in accordance with contractual provisions, provided, however, a stipend attached to the posi-

tion shall be for duties independent of the extended day work, which will compensated as stated in accordance with section 3 above. It is the intent of section 5 that vacancies requiring additional time can only be posted as 'open postings' and only then, in accordance with normal contractual provisions. And if they are so posted, paragraph 5 is applicable.

6. The Timilty Extended Day program will continue to fall under Article V A 6, except that participants in the Timilty program shall not have their hours capped at two.

The BTU and the Boston Public Schools agree that a provisional who becomes permanent can opt out of the extended day program for an upcoming school year with notice to the administrator before January 1<sup>st</sup> of the current school year.

Richard Stutman President BTU	Mike Contompasis COO, Boston Public Schools
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**BYLAWS**

**OF THE**

**BOSTON**

**TEACHERS UNION**

**Affiliated with the**

**American Federation of Teachers**

**American Federation of Teachers,**  
**Massachusetts**

**Massachusetts AFL-CIO**

**Greater Boston Labor Council**

# Bylaws of the Boston Teachers Union

## **Article I      Name**

This Organization shall be called The Boston Teachers Union.

## **Article II      Purposes**

The purposes of the BTU shall be:

- (a) To maintain and improve the condition of its members with respect to salaries, pension, professional status, conditions of employment in general and the right of freedom of expression in and out of the classroom.
- (b) To raise the standards of the teaching profession by securing conditions essential to the best professional service and development.
- (c) To promote democratization of school administration.
- (d) To do all in its power through collective bargaining to provide the best education for the children we serve.

## **Article III      Membership**

*Section 1.* Any member of Groups I and II professionals, substitute teachers, school nurses, school paras and any other group for which the BTU was the bargaining agent in the salary agreement of 2006-2010 are eligible for membership. Any person holding membership as of June, 1970 not in the aforesaid groups, may continue to hold membership unless he/she enters a category under Article III Section 2. Once a member is promoted beyond Group II he shall no longer have voice or vote in this union.

*Section 2.* No person above Group II who has the right to recommend hiring or discharging shall be eligible for membership. No person in an acting position above Group II for a period longer than two weeks, who has the right to recommend hiring or discharging shall have the right to voice and vote in the union while in said acting position.

*Section 3.* Applications for membership shall be considered at the next meeting of the Executive Board which shall make recommendations to the next meeting of the membership. An eligible applicant shall be admitted to membership by a majority vote of those members present and voting.

*Section 4.* Members who retire may obtain membership in the BTU Retired Teachers Chapter. RTC Members will pay sixty dollars (\$60.00) per year or have five dollars per month deducted from their retirement check and paras will pay \$30.00 per year or \$2.50 per month from their retirement check (Teachers who have retired prior to December 1973 pay at para rate.) RTC members shall have voice and vote at membership meetings except they may not vote on collective bargaining or job actions.

*Section 5.* Any laid-off member on a recall list in good standing may be admitted to attend with voice and vote at BTU meetings for the duration of their recall period. Nothing in these By-laws shall take precedence over the Constitution and By-laws of the AFT except in the case of laid-off teachers.

#### **Article IV     Union Officials**

*Section 1.* The Officers of the BTU shall be President, Executive Vice-President, and Secretary-Treasurer. Their duties shall be those normally ascribed to such offices and as outlined in the By-laws.

*Section 2.* The Executive Board of the BTU shall consist of the Officers, the Elementary Field Representative, the Secondary Field Representative, the Paraprofessional/Substitute Teacher Field Representative, the Political Director and twelve (12) other members to be elected at large. No member may be a candidate for officer and /or Field Representative, and/or member of the Executive Board at the same time.

*Section 3.* The Executive Board shall meet at least once a month during the year (September through August) at a time and place to be determined by the Executive Board. Special meetings of the Board may be called by the President or two-thirds (2/3) vote of the Executive Board, or by petition of 10% of the membership. The Executive Board shall have emergency powers for

Union affairs between meetings of the membership. Their actions are subject to the review of the membership.

The Board shall set up and be responsible for the operation of, all necessary committees. The Board shall formulate and enforce an annual budget. Monies not in the budget shall not be expended unless approved by the Executive Board and the membership. The Executive Board shall conduct business of the Union between meetings of the membership and shall negotiate the salaries of all paid officers and employees. The Executive Board may call before it any officer or member to explain any action.

*Section 4.* The standing committees of the BTU shall be Grievance, Political Action, Editorial Board, Educational Issues, Sergeant at Arms, and Retired Teachers Chapter. Additional standing committees may be established at the direction of the Executive Board. The Chairperson of any committee and its members shall be appointed by the President with the approval of the Executive Board except as otherwise provided in these By-Laws.

*Section 5.* Any Officer or member of the Executive Board absent from three consecutive meetings shall forfeit his office unless excused by the Executive Board.

## **Article V      Representation**

*Section 1.* Building or group representatives shall serve as a liaison between the Officers and the Executive Board and the building or group they represent. Each Elementary School or Middle School or High School or work site or any other group which meets regularly with administration on contract issues shall be allowed the following numbers of building or group representatives: one (1) representative shall be allowed for every twenty-five (25) Union members or portion thereof.

The numbers of representatives shall be determined by the first payroll in September. These representatives shall handle all grievances at Step I and shall facilitate and handle all dealings between the school or group and the BTU. They shall assume their role on the date of their election. Any additional group as recommended by the Executive Board may be considered as a special group for these purposes.

*Section 2.* A negotiating team shall be the sole representative of the membership in collective bargaining with the School Committee and/or its representatives. The negotiating team will be composed of the President, a professional negotiator appointed by the President with the approval of the Executive Board and the membership, and three persons appointed by the President from the membership. These three persons appointed by the President shall be approved by the Executive Board and the membership, at the regular September membership meeting following the election of Union officials.

A collective bargaining committee made up of various interest groups in the BTU shall be appointed by the President with the approval of the Executive Board and the membership.

The purpose of the collective bargaining committee shall be to meet periodically with the negotiating team to advise the team as to the needs of the membership and also to advise and help the team with any problems which may develop in negotiations.

The collective bargaining committee will not participate in actual negotiations unless requested to do so by the negotiating team.

*Section 3.* The President shall declare vacant the position of any member of the Executive Board or Delegate who has missed three meetings of the appropriate body, and has not been properly excused. The order of appointment shall be the orders to finish in the proceeding election. An election may be ordered by the Executive Board to fill any such vacancy.

Any officer or member of the Executive Board absent from Executive Board meetings shall notify the Secretary-Treasurer.

*Section 4.* A list of those present and absent from respective meetings of the Executive Board shall be published in the report of the Secretary and placed on file in the Union office.

## **Article VI      Nominations and Elections**

*Section 1.* Nomination papers will be filed at the March membership meeting in election years with the Election Committee. (Elections shall take place every two years starting in June of 1967). To be eligible for nomination a member must have obtained

the signatures of at least one hundred (100) members in good standing for the offices of President, Executive Vice President, Secretary-Treasurer, Field Representative, Political Director and at least fifty (50) signatures for the positions of the Executive Board. At least twenty-five (25) valid signatures shall be obtained by a candidate for Paraprofessional Council or delegate to any affiliated body.

No member may sign more nomination papers than there are vacancies for that office or position. The validity of these signatures will be checked by the election committee. A valid signature shall consist of the following (a) legible signature-person's full name; (b) complete home address - number, street, town; (c) school or department; (d) indicate job title.

If a vacancy occurs in the office of Executive Vice-President, Secretary-Treasurer, the positions of Elementary, Secondary, Paraprofessional Field Representative or Political Director, the following procedures and timelines shall be followed.

1. If the vacancy occurs between the final election and September 30 of the first year of the term, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting. Beginning the first day of school, the nomination process shall commence, with the preliminary election (if necessary) and final elections scheduled within six weeks.
2. If the vacancy occurs between September 30 of year one and April 15 of year one of the term, the President shall declare a vacancy and a preliminary election (if necessary) and a final election shall be held within six weeks.
3. If the vacancy occurs between April 15 of year one and September 30 of year two, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting. Beginning the first day of school, the nomination process shall commence, with the preliminary election (if necessary) and final election scheduled within six weeks.
4. If a vacancy occurs between October 1 of year two and December 31 of year 2, the President shall declare a va-

cancy and a preliminary election (if necessary) and a final election shall be held within six weeks.

5. If the vacancy occurs between January 1 of year 2 and the next election, the President shall nominate a member to fill the vacancy. This member must be approved by 2/3 of the Executive Board present and voting.
6. Nomination papers shall be made available immediately upon declaration of the vacancy. The same procedure shall be followed as outlined in Article VI, Section 2.
7. Nomination and appointment to a vacancy shall not preclude a member from being a candidate in an election for that position.

If there are more than two nominations per position open for Officer, Field Representative and members of the Executive Board a primary election shall be held on the first Wednesday in May. The two candidates for each of the three offices, three Field Representatives and twenty-four candidates for the Executive Board who receive the highest number of votes in the primary shall be nominated for the final election on the first Wednesday in June. Write-in votes will be considered only if they exceed the number of signatures required for nomination.

*Section 2.* The Officers and Executive Board members, shall be elected by secret ballot with the members in good standing of the Union voting on the first Wednesday in June in election years. Delegates to Conventions and the Greater Boston Labor Council shall be elected in the Final election on the first Wednesday in June.

The Officers and members of the Executive Board and Delegates shall serve for two years or until their successors are elected. The President and Executive Vice President shall automatically be delegates to all conventions and affiliated bodies.

In 2005, AFT delegates will be elected for 2005, 2006 and 2007; thereafter AFT delegates will be elected for the two (2) calendar years after the Election year. (e.g. 2007 election for 2008 and 2009 and 2009 election for 2010 and 2011).

*Section 3.* An election committee shall be elected from the floor at the

February meeting of the membership and shall be responsible for the primary elections in May and the final elections in June including the place of such elections. This committee shall elect its own chairperson. The committee shall report the result of each election through its chairperson as expeditiously as possible. The Chairperson shall officially file these results with the Secretary-Treasurer and include the committee's procedures. No candidate for any office or position on the Executive Board, may be a member of the Election Committee.

*Section 4.* By the 1st of October the Union office shall be notified by each Elementary School, Middle School, High School and other Group not covered by these designations of the number of representatives each should have. Each of these groups through their representatives shall plan for nominations and elections within their respective groups. Elections of these representatives are to be held during the first full week of school in October. The results of these elections shall be reported to the Union office by each School or Group immediately and in writing. The report must be signed by the committee which conducted each election, with a report of the procedure. If any dispute arises over election of representatives of buildings or groups the Executive Board shall consider all the facts in any case presented to it and its decision shall be final.

*Section 5.* In the event of a margin of less than 5% of the total votes cast in a particular race between elected and defeated candidates, a recount may be granted if requested by the defeated candidate of the incumbent Executive Board in a primary election and of the incoming Executive Board in a final election. If a recount is required the candidate must request a recount in writing to the chairperson of the election committee within twenty-four (24) hours from the time the election results are announced.

*Section 6.* In the event that between the nominations and final elections a candidate for full-time Union office is incapacitated and unable to serve in his/her office the Executive Board shall call for renominations for that office.

If an Executive Board or Paraprofessional Council vacancy occurs, that member with the next highest vote from the election results will serve thereafter.

*Section 7.* Write-in votes will only count if: (a) the number of votes

equals or exceeds the number of signatures required for nomination. (b) the office the person is seeking is on the ballot.

*Section 8.* Voting for Field Representatives will be by the following:  
Elementary Teachers/Nurses -vote for Elementary Field Rep  
Secondary Teachers/Nurses - vote Secondary Field Rep  
Paraprofessionals/Substitutes - vote for Para Field Rep

*Section 9.* Voting for the fifteen (15) member Paraprofessional Council will be by paraprofessionals only.

## **Article VII Finances**

*Section 1.* The dues of the BTU shall be payable to payroll deductions. It shall be at a yearly rate set by the membership and collected over a ten month period. Members not subject to payroll deduction will pay at the same rate annually or semi-annually in advance. Paraprofessionals and substitute teachers shall pay one-half regular dues.

*Section 2.* A member in arrears of dues for three (3) months shall be notified in writing by the Secretary-Treasurer that he/she is in bad standing. If he/she does not pay within one month he/she shall be suspended from the rolls of the Local. To be reinstated all back dues must be paid.

*Section 3.* There shall be an annual audit of the books of the Local by a Registered and Certified auditor chosen by the Executive Board. This audit shall reflect the financial condition of this Union as of August 31st of the current year.

This report shall be furnished to each member of the Executive Board before November 15th. The Executive Board shall consider this report and make recommendations for a proposed budget to the December meeting of the membership. A written report shall be available to all members.

*Section 4.* Any major expenditures recommended by the membership but not in the budget shall automatically be referred to the Executive Board. The Executive Board shall consider the Budget and make recommendations to the next meeting of the membership for final action.

## **Article VIII Affiliations**

*Section 1.* This organization shall affiliate with the American Federation of Teachers, Massachusetts Federation of Teachers, Massachusetts AFL-CIO, and the Greater Boston Labor Council.

## **Article IX General Membership**

*Section 1.* General Membership meetings shall be held on the second Wednesday of the months September through June and at such other times as are necessary. Whenever the monthly general membership meeting falls on a day when school is not in session, the membership meeting will be held on the next Wednesday when school is in session.

Special meetings may be called by the President, or by petition of 10 members of the Executive Board, or 10% of the membership. The meeting in June shall be the annual meeting.

A general membership meeting shall have the power to reject or approve any and all actions of the Officers or the Executive Board. Not limiting the generality of the preceding, the following powers are reserved for the membership only:

- (a) The general membership meeting must approve all items for negotiation before they are submitted to the Boston School Committee.
- (b) A general membership meeting is the only body which may accept or reject contracts or call a work stoppage.
- (c) A general membership meeting must pass on all budgets and substantial deviations thereof before money is expended.
- (d) A general membership meeting is the only body which may endorse a candidate for public office.

## **Article X Amendments**

Amendments to these Bylaws may be proposed by a majority vote of the Executive Board, by a majority vote of a meeting of the membership or by petition of 10% of the membership. Proposed amendments shall be considered by the Executive Board and shall be announced to the membership in writing at least fifteen (15) days in advance of the next meeting of the membership. The proposed amendment shall become part of the

Bylaws of the BTU by a two-thirds (2/3) vote of those present and voting in favor at the next meeting of the membership. Any motion which alters or amends our collective bargaining agreement shall require the same notice to the membership as a constitutional amendment.

## **Article XI    Communications**

*Section 1.* Publicity releases from the Union must emanate from the office of the President. Personal opinions shall not be stated publicly by Union officials on Union matters on which the Union has acted or has chosen not to act. Only the President, the Executive Vice President or their designees shall be empowered to present Union views as expressed in positions already taken by the Union.

Positions or interviews relating to contract negotiation shall be handled in the same fashion.

*Section 2.* All materials to be distributed in fact sheets or other periodicals coming officially from the Union must receive approval by a majority of the following: President, the Executive Vice President, and Secretary-Treasurer. Any rejection of submitted material may be appealed for review to the Executive Board.

*Section 3.* All material to be published in the BUT newspaper must receive the approval of a majority of the following: President, the Executive Vice President, and the BUT newspaper editor. Any rejection of submitted material may be appealed for review to the Executive Board.

*Section 4.* Any material not emanating from the Executive Board or the Union office to be distributed at a meeting of the Executive Board or Membership must be signed by the member or members distributing such material.

*Section 5.* Reports of the President, Executive Vice President and any Standing or Special Committee must be in printed (typed, mimeo, duplicated) form and presented to the Executive Board and Membership at each meeting and shall be placed on file as Union records within seven (7) days after action is completed. None of these reports shall be publicized except as provided in these Bylaws.

*Section 6.* Secretary-Treasurer reports of all financial matters concerning the Union shall be in printed form (typed, mimeo, duplicated, etc.) presented to the Executive Board and to the membership at its meeting each month. These reports shall be placed on file as union records after action is completed. None of these reports shall be publicized except as provided in these Bylaws.

*Section 7.* No individual Union member, Officer or Executive Board member shall have the power to be spokesman for the Union, or any part of the union, unless authorized by the President, Executive Vice President or by vote of the Executive Board or the membership.

## **Article XII    General Procedures**

*Section 1.* A quorum of the Executive Board shall be ten members and of the General Membership 100 members.

*Section 2.* Nothing in these By-laws shall take precedence over the Constitution and Bylaws of the AFT.

*Section 3.* No elections shall be held on the day of a scheduled meeting.

*Section 4.* The current membership card or the most recent pay stub, showing your union dues deduction, shall be used as identification as a member of the BTU in good standing. Further identification may be requested.

*Section 5.* No one other than members of the BTU in good standing shall be allowed to attend any meetings of the organization unless previous permission of the Executive Board or membership has been secured.

*Section 6.* Only the official Negotiators shall petition the School Committee on points of negotiations. All negotiating items must be submitted in writing to the Union Negotiators by a date to be determined by the Executive Board each year.

In the event that negotiations are still in progress at the time of a convention, the Executive Vice President shall take the place of the President at such convention unless permission for the President to attend is granted by the Executive Board.

*Section 7.* All actions of the Executive Board shall be subject to the review of the General Membership.

*Section 8.* A suspended member loses the right to voice and vote.

*Section 9.* If all three Officers are incapacitated, the Executive Board or its designees approved by the membership shall choose an Acting President.

*Section 10.* In the absence of any provision in these By-laws, the latest revision of Robert's Rules of Order shall be binding.

*Section 11.* Each new member of this local shall be furnished a copy of these Bylaws.

*Section 12.* Officers and Delegates from this local to conventions, affiliated bodies and members in general when acting as spokesman for the local, shall support and work for policies expressed in these By-laws or to the policies of the Union still in effect. No Officer, Delegate, or member may express his personal opinions as a spokesman for the local.

*Section 13.* Contact with the Union Attorney on Union matters other than by the full-time staff shall be made only with the permission of the President, Executive Vice President or the Executive Board.

*Section 14.* Valid nomination papers shall be provided by the BTU. Candidates shall receive papers either at the BTU office or from members of the election committee. No other form shall be accepted. The way a candidate fills out the top of his/her nomination papers will be the way his/her name will appear on the ballot.

*Section 15.* Each member in good standing must be sent notification of union elections fifteen (15) days prior to the date of such elections.

### **Article XIII    General Duties of Officers**

*Section 1.* The President, Executive Vice President and Secretary-Treasurer shall be the only full-time paid Officers of the Union.

*Section 2.* To be eligible for any office or position on the Executive Board one must have been an member in good standing for one year by the time of final election.

*Section 3.* One of the three full-time paid officers shall be available at all times unless the previous permission of the Executive Board has been obtained.

*Section 4.* It shall be the duty of all full-time officers to keep the Union officer informed of their whereabouts at all times during the day in order that they might be reached in the event of an emergency.

*Section 5.* The full-time paid officers shall work on a daily basis except city, county, state, and national holidays. Their vacation period shall be four (4) weeks per year.

*Section 6.* The full-time paid officers shall have their health and basic life insurance paid for by the Union. They shall pay their own Union dues.

*Section 7. Duties of the President.*

The President:

- (a) Shall be the full-time Chief Executive Officer of the Union.
- (b) Shall be responsible to the Executive Board and the membership.
- (c) Shall preside at meetings of the Executive Board and the membership.
- (d) Shall give a written report of his/her activities at all Executive Board and membership meetings.
- (e) Shall be in charge of the Union office and all communications to Union members.
- (f) Shall be responsible for the work of all committees.
- (g) Shall have his/her salary negotiated by the Executive Board.
- (h) Shall be the interpreter of these Bylaws subject to the review of the membership.

*Section 8. Duties of the Executive Vice President.*

The Executive Vice President:

- (a) Shall be responsible to the President, the Executive Board and the membership.

- (b) Shall preside at the Executive Board and the membership meetings in the absence of the President.
- (c) Shall give a written report of his/her activities at all Executive Board and membership meetings.
- (d) Shall automatically take over the Presidency in case of resignation, impeachment or other unforeseen event.
- (e) Shall carry out duties as assigned by the President.
- (f) Shall act as grievance chairperson and process all grievances above step I.
- (g) Shall have his/her salary negotiated by the Executive Board.

*Section 9. Duties of the Secretary-Treasurer.*

The Secretary-Treasurer:

- (a) Shall keep an accurate record of all Executive Board and Membership meetings.
- (b) Shall keep the attendance of Executive Board meetings.
- (c) Shall preside at the Executive Board and membership meetings in cases of the absences of the President and Executive Vice President.
- (d) Shall be responsible to the President, the Executive Board and the membership.
- (e) Shall have his/her salary negotiated by the Executive Board.
- (f) Shall be in charge of all Union monies and financial records.
- (g) Shall pay all bills approved by the Executive Board.
- (h) Shall co-sign all checks with the President.
- (i) Shall be responsible for BTU representation at School Committee meetings.
- (j) Shall manage the Union office.

- (k) Shall be responsible for all preparation and distribution of all Executive Board and membership meetings minutes.
- (l) Shall be responsible for all Union records being up to date and on file in the BTU office. He/she shall give a copy of the minutes of all meetings to the President and Executive Vice President.
- (m) Shall notify all Executive Board members of all meetings. He/she shall be responsible for notification of all general membership meetings.
- (n) Shall carry out such field duties as designated by the President.
- (o) Shall give a written report of the status of the Union finances to each meeting of the Executive Board and membership.

## **Article XIV Order of Business**

### Section 1. Call to Order

President's Report

Minutes of the last meeting of:

- (a) Executive Board
- (b) Membership

Treasurer's Report

Executive Vice President's Report

Committee Reports

Unfinished Business

New Business

Adjourn

All reports of individuals or committees must be printed and after acceptance be filed as a Union record.

## GENERAL INFORMATION

### Thumbnail Sketch of Parliamentary Procedure

Motions	Can be Debated	Can be Amended	Can be Reconsidered	Vote Required
Privileged				
Adjourn				Majority
Recess	X			Majority
Fix the time for adjournment	X	X	X	Majority
Question of Privilege or information				None
Subsidiary				
Lay on the table			X	Majority
Previous Question (Move the Question)				Majority
Limit or extend debate			X	2/3
Postpone to a fixed time	X	X	X	Majority
Point of Order Appeal	X		X	Majority
Suspension of Rules (special order)				2/3
Withdraw or modify a motion				Majority
Main	X	X	X	Majority
Reconsider	X			Majority
Rescind	X			2/3 (without prior notice)
Take from the table				Majority

1. *To Be Recognized* - Raise your hand, wait to be recognized by the Chair, go to the microphone, identify yourself by name and school or Dept.
2. *Debate* - Before a motion is debated, it is necessary that the motion be made, seconded and stated by the Chair. Then inquiries may be put to the Chair or to individuals through the Chair.
3. *Quorum* - 100 members in good standing. Business continues legally and in proper order until such time as the quorum is questioned and found lacking. The meeting then must adjourn or recess to obtain a quorum.

## **FACULTY SENATE GUIDELINES**

### **Art. I Sec. E 7 a&b**

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day with the principal or headmaster concerned. Faculty Senates will be recognized by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

*(Add as of 73-74 contract)*

Faculty Senate Chairpersons will meet twice each year on the elementary, middle and sr. high levels during days of regularly scheduled in-service meetings.

### **Purpose**

The Faculty Senate shall:

- 1) Plan and run in-service meetings, in cooperation with the administration and in accordance with the contract;
- 2) Elected by the teaching staff, it represents that staff in matters concerning school policy;
- 3) Present the administration with faculty positions on building procedures and educational policy;
- 4) Cooperate with the building rep. in all contract matters and Union policy.

## **Membership**

- 1) Only those eligible to vote shall be eligible for membership (see below);
- 2) The Faculty Senate will be composed of a minimum of five members, except in buildings where the number of teachers is less. In schools where the faculty numbers more than 50, membership should be on a 1 to 10 ratio. Members are generally elected at large, but in certain schools may be elected by departments, areas, pods, etc.
- 3) All Building Reps. are automatically members of the Faculty Senate, but should be elected as Building Reps. separately.

## **Eligibility for Voting**

- 1) All teaching personnel assigned to the building except short term subs;
- 2) Nurses, permanent librarians, guidance personnel.
- 3) No one above Group II.

## **Elections**

- 1) Held by the first week of October;
- 2) Outgoing Faculty Senate appoints election committee; if no Faculty Senate. then BTU Building Representative appoints election committee. Submit names in writing. In a case where not enough names are submitted, the BTU Building Representative should run a primary, entering the name of every eligible person in the building.
- 3) Separate ballots for BTU Building Representative and Faculty Senate Union members only vote for BTU Building Representative.
- 4) Ballots should be checked, one per voter.

## **Meetings**

- 1) Faculty Senate elects own chairperson;
- 2) Faculty Senate should meet at least biweekly;

- 3) The administrative head must meet with the Faculty Senate at least monthly; present the administrative head with written positions of the faculty and demand a response.
- 4) Meet with entire faculty at least monthly; Faculty should submit items for agenda; Faculty Senate Chairperson determines agenda;
- 5) Faculty Senate elects own secretary;
- 6) In Service Meetings
  - a) Faculty and administration submit items for agenda
  - b) Chairperson and administrative head determine time allotments
  - c) each (in b) chairs his section of meeting.

## **Communications**

The Faculty Senate should;

- 1) Keep accurate attendance and minutes of all meetings.
- 2) Supply each member of the faculty with a written report once each month.
- 3) Present the faculty with the responses of the administrative head. If the faculty is dissatisfied with the response of the administrative head, it may be appealed to the Community District Superintendent.

## **By-Laws**

Each Faculty Senate should formulate its own bylaws following these guidelines and in compliance with the contract and union membership policy.

## **FILING A GRIEVANCE**

One of the most important duties of the Building Representative is the handling of grievances at step one. Therefore, it is imperative that all Building Representatives become thoroughly familiar with Article VII of the contract The Grievance Procedure, and especially with section C 1 (a) which deals with the filing of a grievance at the school level. Put in general terms a “grievance” is a statement which says that a teacher’s rights have been violated due to a misinterpretation or misapplication of the contract or that a teacher has been treated unfairly or inequitably.

The importance of filing a grievance when applicable is obvious. A grievance must be filed every time an individual teacher’s rights are violated in order to protect the rights of the entire membership.

The following is a list of guidelines which the Building Rep should follow in filing a grievance.

### **I. Gathering information before meeting with the Administrator**

1. Get all the facts from the teacher(s) involved in the grievance.
2. Get copies of all pertinent documents related to the grievance, e.g. bulletins, notices, letters, memos, etc. (Building representatives have the right to obtain copies of all official school documents).
3. Examine the contract and locate any articles that have been violated.

### **II. Initial meeting with the Administrator**

1. Request a meeting with the Administrator and the teacher(s) involved.
2. Present the case orally. Show documents and cite the contract violation(s). Explain the Union’s position and request that the violation be resolved.
3. It is of the utmost importance that in these meetings the Building Representatives be prepared, be professional and

remain courteous (but firm). Do not insult the Administrator or attempt to intimidate him or her in any way. On the other hand, do not approach the Administrator as a subordinate. In this situation, as a representative of the Union the Building Representative is on equal ground with the Administrator.

4. Make every effort to reach a resolution consistent with the contract at this meeting. This will save time, work, and money for the Union and possibly considerable inconvenience for the grievant.

### **III. Written Grievance**

1. If the Administrator is unwilling to resolve the grievance at this meeting, file a written grievance with the Administrator. (Be sure to make several copies of the grievance - one for yourself, one for the grievant and one for the Union office.)
2. The grievance letter should be succinct but civil. It should include the following information; Name and position of the grievant, Statement of the grievance, Action requested, and Name of Union Representative. (See sample grievance letter at the end of this section.)

### **IV. Contacting the Union Office**

1. If the Administrator denies the grievance or fails to respond to the grievance within five school days, the Union Office should be contacted. (617-288-2000)
2. Send copies of the grievance letter and all pertinent document to the Union office – 180 Mt. Vernon Street, Dorchester, MA 02125 or fax 617-288-3120.
3. Step two of the grievance procedure will be handled by one of the a Union Field Representatives (Elementary, Secondary, or Paraprofessional).

### **V. While the Grievance is in Progress**

1. The Building Representative should request the Administrator to put in writing any disputed orders or assignments.

2. The Building Representative should not advise a teacher to disobey or ignore an Administrator's order while a grievance is in progress. This may well hurt the chances for a successful resolution of the grievance and possibly leave the teacher open to charges of insubordination.

### **Sample Grievance Letter**

Dear Headmaster Smith,

This letter is to inform you that I am filing a grievance at step one on behalf of Mr. John Doe, a member of the English Department at the Excelsior Education Complex. Mr. Doe's grievance is that on Tuesdays he is assigned to teach periods one, two, three and four totaling 200 minutes.

This program is in violation of the Contract including but not limited to Article V. Section A 3 (d) which states:

“Teachers shall not be required to teach more than 160 minutes without a lunch break, planning and development period, or an administrative period.”

In order to resolve this contract violation, Mr. Doe must be relieved of one of his four consecutive classes.

Respectfully yours,

*Mary Smith-Jones,  
B.T.U. Building Representative*

## 1. GENERAL INFORMATION

### Pre-Tax Benefits for BTU Members

#### **Flexible Spending (aka Cafeteria Plan) Plan Allows Pre-Tax Income to be Sheltered For Certain Medical, Dependent Care, and Transportation Expenses**

A negotiated benefit plan that allows eligible employees to shelter up to \$5,000 in pre-tax income per calendar year to pay for certain **medical expenses** is in effect. To be eligible for the plan, employees must work at least 20 hours per week (half-time or more) on a regular basis and must have been employed for a minimum of one year. A similar plan allows up to \$5,000 to be sheltered for certain **dependent care expenses** (The DCAP plan), except there is no one year service requirement. Lastly, the **transportation plans** allow both the sheltering of up to \$205 per month for parking expenses and the sheltering of up to \$105 per month for qualified mass transit (MBTA, Commuter Rail plans). Hundreds of our members use these plan. See [www.cpa125.com](http://www.cpa125.com) for more information.

Under the city's **Medical Spending Plan** employees who opt for inclusion will be reimbursed for a variety of out-of-pocket medical expenses (such as doctor/dentist co-pays, prescriptions, and even over-the-counter medications) with their pre-tax dollars which are exempt from federal, state and FICA taxation. A typical teacher who joins the plan can save up to 33% of \$5000 of out-of-pocket medical expenses per year. Retirement contributions are not affected.

The plan implementation specifics of the Medical Spending Plan essentially parallels the **Dependent Care Plan (DCAP) and the Transportation Plans**, except as noted.

New employees can sign up for any plan within 30 days of hire or during the Open Enrollment Period (held in late fall), subject to the eligibility requirement mentioned above. Eligible employees can also sign up within 30 days of some qualifying life events. As this latter provision is a complicated one, to fully understand its significance, one should call CPA, Inc., the city's current vendor, at 1-800-544-2340 for full information.

All three plans are relatively straightforward and **provide a great tax benefit**, but employees have to be cautious when participating inasmuch as moneys set aside for reimbursement must be used up

by the end of the year, or those leftover moneys are forfeited. This regulation arises from Section 125 of the Internal Revenue Service Code, which governs these plans.

Here's an example of how the Medical plan works.

1. Teacher Jones estimates that he will spend \$2000 this year in out-of-pocket medical expenses, and authorizes Cafeteria Plan Advisors, Inc. (CPA), the firm that manages the plan for the city, to take out \$2000 divided by 22 or \$90.91 over 22 pay periods to pay for these expenses. Under all plans deductions are taken over 22 pay periods only. Each plan year runs from January to December.) The money is taken out of Jones's check on a pre-tax basis, and is set aside in an account in Jones's name at CPA. CPA charges Jones \$54 per year for this service. Continuing with the Jones' example....

In mid-January, Jones has oral surgery. Jones's out-of-pocket dental expenses total \$1500 and Jones submits receipted payment of the bill to CPA shortly thereafter. Within a matter of two to three weeks, he gets his \$1500 rebated to him. The \$1500 spent is not subject to federal (approx. 28%), state (approx. 6%), or the FICA (1.45% for those who entered employment after 3/31/86) tax. In all, Jones saves approximately 35% of the \$1500 or \$525. Jones receives the total reimbursement up front although his annual contributions have essentially just started. (Jones, incidentally, still has \$500 of unused reimbursement money in his account to be used for medical expenses incurred prior to December 31 of that year.)

A few points about the *Medical Plan*:

- Out-of-Pocket Medical expenses are broadly defined, and include for example, deductibles for visits and prescriptions, out-of-pocket medical expenses, hearing devices, special telephones for the hearing-impaired, special diets, doctor-prescribed weight loss programs, and contact lenses to mention just a few. Call CPA, Inc. at 1-800-544-2340 for a brochure and a more detailed listing.
- Over the counter drugs such as antacids/pain relievers/allergy & cold medicines are allowable expenses. Vitamins are not eligible, unless they are obtained by a prescription.

- ❑ You can get reimbursed for expenses up to your annualized (full) deduction regardless of how much has been deducted from your paycheck as of the date of claim. (N.B. The DCAP works differently in this regard. In the DCAP, your reimbursement schedule cannot outpace your contribution schedule.)
- ❑ You cannot generally make changes (including a stop) in your contribution schedule once the calendar year begins UNLESS your certain circumstances (marriage, divorce, death, adoption, or birth) change. A complete explanation can be found in the brochure published by CPA.
- ❑ You will forfeit moneys not used in the calendar year, so you must be very careful in setting up your annual allowance. Do not overestimate your projected expenses. At the end of the calendar year, you will have 90 days to submit a claim for reimbursement for expenses that took place during that calendar year. N.B. These rules are currently in flux and subject to change for the better. For now, assume the worst case scenario. You will be informed as to any changes.
- ❑ While the tax savings are in either plan are great, you need to be aware of plan rules, regulations, and limitations BEFORE committing.

One can set up a Dependent Care Plan or a Transportation Plan in addition to a Medical Flexible Spending Account. The mechanics of all plans are essentially the same, except for the issues of the reimbursement schedule and eligibility. The accounts cannot be co-mingled.

Following is more detailed information about the Dependent Care Plan (DCAP):

The dollar limit of the Dependent Care Plan is \$5,000. The same cautions as mentioned above apply. Please keep in mind a few other points as well.

- ❑ Eligible DCAP expenses include day care, elder care, pre-school tuition and before/after-school programs.
- ❑ Should you participate in the DCAP, the tax-free reimbursement you receive reduces the amount of the in-

come tax credits you are otherwise eligible for. CPA Inc. will help you *generally* determine whether using tax credits or setting aside tax-free dollars is the most advantageous method for you. *You still may want to seek independent help from a tax adviser.* You can call CPA Inc. at 1-800-544-2340.

- Should you participate in the Dependent Care Plan you must provide the IRS on form 2441 with relevant information, including a social security number or a taxpayer ID, regarding the care-giver.

The Transportation Plans are new additions to the Boston plan, and many of our members are beginning to take advantage for both parking and MBTA/Commuter Rail Plans. Learn more about these plans at **www.cpa125.com**, or by calling CPA, Inc., at 1-800-544-2340.

## **2. Severance Pay and the Sheltering of It**

1. The number of hours of severance entitlement is found on your pay stub.
2. Eligible teachers (nurses and so on) and paraprofessionals are eligible to get reimbursed for unused sick leave upon reaching 10 years of service
3. Payment comes in two increments, 50% on or before 12/31 of the year of retirement, and 50% on or before 12/31 of the year after retirement.
4. Sheltering the first half of your severance pay has now been made easier by an IRS Ruling
5. A new IRS ruling has made it easier to shelter your severance pay using either a 403.B (Tax-Sheltered Annuity) Plan or a 457 Plan. The new ruling allows this tax-sheltering device to be used up to 2 1/2 months after completion of service. Formerly, the contribution had to be completed prior to service departure.

Teachers, nurses and paras who wish to do so may shelter the first half of their severance pay subject to individual IRS Calendar limits currently in place, taking into

account what (other) ‘sheltering’ contributions you have made to date in a given year, if any.

Why shelter your severance? To postpone paying both federal and state income taxes on the amount received. Although you will eventually pay both state and federal taxes on the amount ‘sheltered,’ you may be in a lesser tax bracket at the time you make the withdrawal. When withdrawn, the contribution and any income or growth it has generated will be taxed as income using the tax rates in effect at that time. Another reason to shelter or defer part of your severance is that the contribution (or deferral amount) will grow tax-deferred, i.e., you will not have to pay yearly taxes on the growth or income the contribution earns. You may shelter your severance using either of the common savings vehicles available to Boston teachers (nurses and paras)—a 403B or a 457 plan. Both plans accept pre-tax deferrals and allow the employee a range of savings options. You may use your current plan, subject to IRS-deferral limits, or open a plan of the other type. There is an essential difference in the plans: In a 403B, you choose the vendor (insurance company or mutual fund company) and there are 40 or so to choose from; in a 457, the homework is done for you, as the state has awarded the contract to ING. The state also monitors the operation of the plan. For more information on ING, see <http://www6.ingretirementplans.com/SponsorExtranet/Mass/> if you wish. Other than this difference, the plans operate essentially the same way.

Both income deferral and tax-deferred yearly growth are tax-advantaged benefits to you, but it not the intent of this piece to give individual financial advice. Nor is it the intent here to suggest that any particular retiring member of the BTU take advantage of this plan, ING or any particular 403b company. That is a personal decision for each to make after consultation with a financial professional.

Again, this is not meant to offer financial advice. You are strongly advised to seek the help of a financial professional before taking any of the steps outlined above. For more information, Please call the union office.

### 3. Small Pension Fund

Boston Public School Teachers Retirement Fund Association (The "Small Pension Fund").

The following is some general information about the fund which all teachers should be familiar with:

1. \$2.40 per month (\$24.00 per year) is deducted from the salary of all permanent teachers. Provisional and substitute teachers do not contribute and are not members.
2. After 30 years of teaching service (equals \$720.00 contribution) one is eligible for the benefit of the fund. i.e. a \$12.00 per month annuity at retirement.
3. At the time of retirement, teachers may buy back years of outside service, provisional or substitute service the difference between the contribution and \$720.00. There are two restrictions on the buy back provision (1) at least ten years of the thirty years must have been in the Boston Public Schools and (2) for one year's credit at least 140 days must be worked in one school year.
4. If a person retires because of disability with less than the required thirty years of service. That applicant may opt to pay the balance due as though working the full period, and be granted the annuity. Similarly, when an applicant has entered the profession too late in life to serve a full thirty years. The same option to pay is permitted. Also, those otherwise qualified to receive annuities who do not wish to complete paying up the full amount to the Fund may apply for refunds.
5. Any teacher who has contributed to the Fund for more than two years, but who is leaving the system before thirty years of service is eligible for a refund This refund will be one half the amount paid into the Fund. Application for refund must be made within one year after resignation or no refund can be made.
6. When a teacher, who has contributed for two full years, dies before resignation or retirement, the teacher's beneficiary, or executor of the teacher's estate must apply

for the refund. The refund for the beneficiary or estate in this case is 100% of the amount paid into the Fund.

7. For more information, call 617-621-4000.

## **BTU-COPE CONSTITUTION**

### **The Committee on Political Education**

#### **Article I      Name**

This organization shall be known as Boston Teachers Union Committee on Political Education (COPE).

#### **Article II      Purposes**

The purposes of B.T.U. COPE are:

1. To support and strengthen the commitment of the citizens and the government to excellence in public education at all levels.
2. To promote and strive for the improvement of the public schools by encouraging and stimulating educators to take a more active part.
3. To encourage educators to know and understand the nature and actions of their government and the important political issues, as they pertain to public education.
4. To assist educators in organizing themselves for more effective political action, and in carrying out their civic responsibilities.
5. To engage in any suitable activities to achieve the purposes stated above.

#### **Article III      Committee**

The affairs of this organization shall be managed by a Committee

1. The Committee shall consist of the President and fifteen (15) other members.
2. The members of the Committee shall serve concurrently with the term of BTU officers.

#### **Article IV      Officers**

The Chairman and Secretary-Treasurer shall be elected by and from the Committee and shall serve for a term of two years.

## **Article V Meetings**

Meetings shall be scheduled as needed. At least two meetings a year shall be held.

## **Article VI Parliamentary Authority and Procedure**

Except as otherwise provided in these By-Laws, all meetings of BTU-COPE shall be governed by Robert's Rules of Order, Revised.

## **Article VII Amendments**

Amendments to these By-Laws shall be made in the same manner as amendments to the By-Laws of the Boston Teachers Union.

## **Article VIII Finances**

The organization shall be financed by voluntary contributions. All contributions shall be deposited in a fund distinct and separate from that of any other organization and shall be audited annually by an independent agent.

Funds may be disbursed upon approval of a majority of the Committee for normal operating expenses.

By a two-thirds vote funds may be disbursed to candidates.

Within ninety (90) days following a final election the COPE Committee will make a full financial report to the membership.

## **Article IX Requirements for Political Endorsements**

1. Prior to any election in which the BTU may make political endorsements, the COPE Committee shall notify in writing all candidates of the Union's intention to consider making an endorsement. However, when the incumbent has a favorable record on education and labor issues, COPE may choose to notify only the incumbent.
2. In order to be considered for an endorsement, a candidate must request the endorsement in writing to the COPE Committee. This requirement is not necessary in the presidential contest.

3. If the contest has an incumbent and in the presidential contest, the COPE Committee by a two-thirds vote will decide whether to interview the candidates requesting an endorsement. If the contest has no incumbent, the COPE Committee will give every candidate requesting a BTU endorsement the opportunity for an interview.
4. In making recommendations on endorsements, the COPE Committee will take into consideration (1) the interview and (2) the individual's voting record on labor and education issues. The results of the interview and/or voting records will be reported to the Executive Board and membership in a numerical fashion and in writing.
5. Candidates for state or federal office may send a representative to the interview or may, in lieu of an interview, stand on their voting record and public positions.
6. Candidates for municipal office must personally attend an interview in order to be considered for endorsement.
7. In order to receive an endorsement the candidate must receive a two thirds vote of the Committee, the Executive Board, and the Membership.

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## INDEX A

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