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## OFF-THE-RECORD PACKAGE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT-Mass, AFL-CIO  
TEACHERS 2010-2013**

This Memorandum of Agreement (“Agreement”) is made this 24<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditioned on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston, and shall remain off-the-record for bargaining purposes unless and until such ratification, approval and supplemental appropriation occurs.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2006 through August 31, 2010, shall continue in full force and effect from September 1, 2010 through August 31, 2013. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

### **1. Purpose and Scope of Agreement**

#### Art. 1, Section A: Recognition and Duration

Effective upon ratification add: “Lead Sign Language Interpreters” to list of employees named

Amend the second paragraph of Art. 1, A by changing September 6, 2006 to September 1, 2010, August 31, 2010 to August 31, 2013, and January 2, 2010 to January 2, 2013.

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

*Delete Art. II, Section B.2 (p. 11-12) and replace with following:*

A joint BTU/BPS/Parent/Student Steering Committee will develop and implement policies and guidelines and generally oversee the implementation and operation of school-based/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 Teachers Union, who shall serve as co-chairs, up to five

additional members who shall be representative of the diverse and ethnic constituencies of the parties, and shall include five parents and two students who shall be representative of the diverse racial, ethnic, and Program (including Special Education and English Language Learners) constituencies of the District. Decisions of the Steering Committee shall require the concurrence of the Superintendent and the President of the Union.

*Add the following sentence to the second paragraph of Art. III, Section B.1(a)(p. 15):*

... and, in high schools, **two** voting high school student members elected by the student body.

*Delete Art. III, Section B.1(b)(2)(p. 16) and replace with the following:*

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 and program diversity of their constituents including Special Education and English Language Learners and the Steering Committee will strongly encourage this.

*Amend Art. III, Section 2(a)(p. 17) by adding the following bullet:*

- to review and comment on the entire school budget, including the General Fund and External Funds budgets, in a timely fashion. Upon written request, school site council members shall be provided with written or electronic copies of school budgets.

*Delete the third paragraph of Art. III, Section 3.2(c)(p. 19) and replace with the following:*

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 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, two members of the Steering Committee appointed Superintendent, two parent members of the Steering Committee appointed by CPC and two student members appointed by BSAC.

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

*Delete Art. III, Section 3 (p. 22) and replace with the following:*

The BPS and BTU agree to offer training to all School Site Council members.

The BTU shall provide adequate facilities and materials for this training. The training should be a shared responsibility between the BPS and the BTU, and the School Department shall allocate \$50,000 annually for the training of School Site Council members. Upon request, the School Department shall provide the BTU, CPC, and BSAC with a list of all School Site Council members.

*Amend Art. III, Section C.4(c)(p. 23) to read as follows:*

Decisions on the voluntary in-transfer of teachers, the hiring of new teachers for “real” vacancies, regardless of the time of year, and consistent with the terms of the current contract the hiring of teachers will be made by a Subcommittee of the School Site Council composed of two teachers, one parent, **one student in high schools** and the Principal/Headmaster, with a majority required for decision and with the Principal/ Headmaster voting with the majority.

*Add the following after the first paragraph in Art. III, Section C.4(c)(p. 21)*

Provided that the alternative members of the School Site Council are not available, a teacher, parent, and student representatives on the personnel subcommittee may designate temporary replacement representatives to the personnel subcommittee. Before the summer recess, personnel subcommittee members who will be representing the teachers, parents and students shall leave contact information with school leaders, who will contact participants prior to the hiring or interviewing of any teacher applicants.

### **3. Evaluation and Staffing**

#### **A. Transition for Implementation of DESE Model**

##### **Section F: Performance Evaluation**

*Delete Article V, Section F (p. 83-94) with the exception Art. V, Sec. F.5 and replace with the following:*

Effective with the 2012-2013 school year, and for the duration of this agreement, the School Committee shall adopt the “Model Collective Bargaining Contract Language” released by the Commonwealth’s Department of Elementary and Secondary Education and included below:

## **Section F: Teacher and Caseload Educator Model Contract Language**

Article \_\_\_\_

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1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

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- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
  - K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  - L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  - M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  - N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
  - O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  - P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
  - Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
  - R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.



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- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **\*Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- ▣ Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - ▣ Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - ▣ Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - ▣ Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **\*Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

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3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

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6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1st) At least one goal directly related to improving the Educator's own professional practice.
      - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
  - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

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603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1<sup>st</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

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A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.



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- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
  - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
    - (1st) Describe the basis for the Evaluator's judgment.
    - (2nd) Describe actions the Educator should take to improve his/her performance.
    - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
    - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

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- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
  - G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
  - H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

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- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
  - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

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- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
  - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
  - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
  - L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
  - M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
  - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
  - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near

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the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.

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- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
  - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
  - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15



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A) **Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) **Educators on Plans of Less than One Year**

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

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**21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

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- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
  - C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
  - C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

## 26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

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*Move current Art. V, Sec. F.5 to new Art. VII, Sec. J and add to the end the following sentence.*

The parties agree to meet and negotiate the impacts of the implementation of new functionality in the Student Information System.

## **B. Coverage Nurses**

### **Art. V, Section A.1(e) (p. 41)**

*i. Add a paragraph after “Nurses” that reads:*

During the course of the 2012-2013 school year, the Committee will add six full-time nurses to the current allotment of nurses and shall maintain such complement of nurses through August 31, 2016. The Committee will designate these six (6) full-time nurses as “coverage nurses” and the Office of Special Education and Student Services shall deploy coverage nurses to address students’ needs in the District including, but not limited to covering for school-based nurses who are absent and supplementing current nursing services.

*ii. Add a paragraph to the end of Section A.1(e)(p. 41) that reads:*

No later than the beginning of the 2013-2014 school year, the Committee shall add eight (8) social workers and shall maintain such complement of social workers through August 31, 2016.

## **C. Coordinators of Special Education Services for Students**

*Delete Art. V, Section B.8 (p. 62-67) and replace with the following:*

- i. CoSESS shall be added as a program areas in Appendix “A” of the Agreement. .*
- ii. Effective upon the ratification of this agreement, there will be a district-wide caseload for CoSESS not to exceed an average of 150. Caseload will be determined by the total number of students with IEPs served by School-Based CoSESS and Compliance CoSESS, excluding early childhood students and students enrolled at private school divided by the full time equivalent of School-Based and Compliance CoSESS.*

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- iii. The District will increase its allocation of CoSESS by a net number of 2 in the 2013-2014, 2014-2015 and 2015-2016 school years for a total of six (6) additional CoSESS.
  - iv. During the 2012-2013 school year, and through August 31, 2016, the District shall make available the equivalent of a 0.7 clerk to each 1.0 CoSESS.
  - v. CoSESS will be allowed to participate in the PTPP.
  - vi. Supplies shall be made available to CoSESS at each school he/she serves.
  - vii. CoSESS shall be paid under the teacher salary schedule. The work year for CoSESS shall be the teacher work year. In addition, CoSESS may be allotted summer work to be compensated at the contractual hourly rate and to be scheduled cooperatively by the Assistant Superintendent of Special Education and Support Services and the CoSESS, with such scheduling to be completed by July 15<sup>th</sup>.
  - viii. The Superintendent shall designate individuals to evaluate CoSESS.

**D. Administrator Hiring Flexibility**

*Delete Art. V. Section J and replace with the following:*

**J. Effective September 1, 2012 Post-Transfer Placement Process (“PTPP”)**

The parties acknowledge that this Article shall not affect or be applicable to the current placement/assignment process of Related Service Providers, School Psychologists, Pupil Adjustment Counselors, and other non-classroom personnel.

1. This PTPP procedure will not apply to “provisional” teachers, but will apply to “permanent” teachers and the following employees with more than three (3) consecutive years of service; school nurses, student support coordinators.
2. All voluntarily and involuntarily excessed teachers shall participate in the Post-Transfer Placement Process (PTPP). Each teacher who intends to voluntarily excess himself/herself from his/her position must do so on or before February 1st.

All eligible vacancies as well as the vacancies created by those teachers who have voluntarily excessed themselves shall be included and listed in the PTPP. BPS shall transmit to the BTU a list of all employees who are participating in the PTPP, prior to the beginning of the PTPP process. For purposes of this

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section eligible vacancies shall not include positions held by provisional teachers with letters of reasonable assurance, nor shall it include positions held by teachers who have been made permanent by the Superintendent. The BTU shall receive a list of provisional teachers with letters of reasonable assurance and teachers whom the Superintendent have made permanent prior to the beginning of the transfer process.

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

3. 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 participate in the PTPP.

4. Voluntary Excessing: Teachers with professional status shall be eligible to voluntarily excess themselves provided that: 1) any teacher who has received two or more overall "Does Not Meet Standards" evaluations between September 1<sup>st</sup> and February 1<sup>st</sup> (under the evaluation system in effect prior to the new system resulting from the 2011 change in regulations) or has an overall rating of "Needs Improvement," or "Unsatisfactory" as of February 1<sup>st</sup> shall not be able to voluntarily excess himself/herself; 2) no teacher may voluntarily excess him/herself more than once in the prior two (2) school years; and 3) no more than 20% of the teachers in a school (rounding up for fractions) may voluntarily excess themselves in any one school year (this 20% limitation shall not include a senior teacher(s) who voluntarily excesses himself/herself in lieu of a more junior teacher being involuntarily excessed pursuant to paragraph 2 above). In instances where more than 20% of teachers submit requests to voluntarily excess themselves on or before February 1<sup>st</sup>, the teachers with the most seniority shall be permitted to voluntarily excess themselves until the 20% cap has been reached. With the approval of the Assistant Superintendent of Human Resources, the 20% limitation may be exceeded.

5. Expression of Interest: Participants in the PTPP shall express his/her interest in five vacancies within his/her primary program area (Teachers in the PTPP may express interest in vacancies in an alternate program or in a PPA, but not in both). Teachers may not bid in an APA if there is a layoff list in that area or if there are projected to be insufficient vacancies in that area into which the person seeks to change. Participants in the PTPP shall make selections electronically from a list of vacancies produced by the Office of Human Resources. If there are not at least five vacancies available within the teacher's primary program area, he/she shall select all of the vacancies within that primary program area. All selections shall be done online within five school days after the list of vacancies has been posted. BPS shall provide the

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BTU with access to the selections submitted by participants in the PTPP. Those teachers who do not submit selections during the PTPP posting period in accordance with this paragraph shall forfeit their rights to participate in the process and shall be placed in a position(s) by the Office of Human Resources.

6. 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.

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

8. Filling Vacancies: Each Principal/Headmaster, with the help of personnel subcommittee, shall review the list of interested candidates and fill the vacancy/vacancies in such Principal's/Headmaster's school by selecting from among the teachers who expressed interest in such vacancy/ies during the PTPP process. The Principal/Headmaster shall convene the school's personnel subcommittee pursuant to Article III, Section B.2(b) and the personnel subcommittee shall be constituted as stated in Article III, Section C.4(c). However, where the vacancy occurs in a high school, the personnel subcommittee shall also include a student representative. The PTPP has concluded when all positions for which qualified teachers have submitted expressions of interest have been filled; no position shall be left unfilled if a qualified teacher has submitted an expression of interest in that position and was unsuccessful in obtaining other positions.

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<sup>st</sup>. There shall be no bumping from the system-wide excess list.

9. Remaining Teachers and Positions: Teachers who participated in the PTPP in accordance with paragraph 4 above but did not obtain a position during the PTPP, shall be offered the remaining vacancies, for which they are qualified, in order of seniority, by the Office of Human Resources. Such teachers shall select one of the remaining vacancies offered by the Office of Human Resources within two business days of receiving notice (this notice may be via email or telephone) from the Office of Human Resources when notice occurs during the school year. In instances where this notification is scheduled to occur after the end of the school year, teachers shall provide the Office of Human Resources with one preferred method of communication (email address, phone number, text message number, or proxy) for which to receive notice of available vacancies, and shall have three (3) calendar days to

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respond. Prior to the end of the school year, teachers shall be notified of their responsibility to notify the Office of Human Resources of their preferred method of contact. Teachers who fail to respond to the offer by the Office Human Resources in accordance with this paragraph shall be assigned to a position by the Office of Human Resources.

10. 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, but shall be eligible to participate in the PTPP.

11. All involuntarily excessed teachers and nurses will be notified by April 15th.

12. Disputes concerning the interpretation or application of the PTPP 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 basis 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 the PTPP nor require the undoing of sequentially filled vacancies made in good faith.

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

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

15. 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 and vacancy lists to the BTU no later than five days prior to the start of the PTPP. BTU members will have in-school access to a computer with internet capability and a printer.

16. The personnel subcommittee shall not be required to meet between the end of one school year and the beginning of a succeeding school year.



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**E. Article V, Section A.8(p.55)**

Amend (c)(1)

Change “ten” to “five”

**4. Article VI: Professional Development for Teachers**

**A. Tuition Reimbursement for Teachers**

*Amend Art. VI.F, 4 (p. 118-119) to read as follows:*

Effective September 1, 2012, permanent teachers, who are not eligible to receive a career award and who commit to three (3) years of continuous employment in the Boston Public Schools will be reimbursed for tuition paid in a given school year. Payment will not exceed \$1,000 per permanent teacher, per school year. Provisional teachers, who have completed at least one year of service in the Boston Public Schools, shall be eligible for tuition reimbursement provided there has not been a break in service. Payment will not exceed \$500 per provisional teacher, per school year who satisfies the above-mentioned prerequisites. The total expenditure for tuition reimbursement under this provision shall not exceed \$350,000 per fiscal year. However, the following reimbursement for provisional teachers shall not apply to the fiscal year cap: 1) any reimbursement for first year provisional teachers, and 2) any reimbursement over \$500 for second and third year provisional teachers.

**B. Common Professional Development Time**

*New Art. VI.J*

All specialty teachers such as but not limited to art, music, physical education, guidance, district-wide shall meet as a group at least once annually during the contractual school year for a professional development day, on one of the city-wide all schools professional development days already scheduled on the academic calendar.

**C. Lead Teachers**

**Delete Art. VI.F, 2 (p. 117)**

*Delete current provision and replace with the following:*

For the 2012-2013 and the 2013-2014 School Years, there shall be one lead teacher per school, and two at schools with more than 1,000 students. For the 2014-2015 School Year and subsequent school years, there shall be one lead teacher per school subject to a maximum funding of \$300,000 per school year.

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Lead teachers shall receive a stipend of \$2,250. The personnel subcommittee shall make recommendations to the building administrator for the selection of the lead teacher and the building administrator shall determine the duties of the lead teacher(s) in consultation with the lead teacher(s).

#### **D. Professional Development Institute**

Add new Art. VI, Section I entitled Professional Development Institute (p. 121)

Effective for the 2012-2013 school year and continuing for the duration of this agreement, the parties shall create a joint BPS-BTU Professional Development Institute. This institute shall be staffed with a Professional Development Institute Coordinator who will be a member of the BTU. The parties shall be responsible for the payment of 50% of such coordinator's salary. The coordinator shall be chosen by the BTU, provided that the Superintendent approves the selection. The Superintendent shall designate an individual to evaluate the coordinator.

#### **E. Peer Assistance**

Amend Art. VI, Section H.C.i(p. 120)

Effective September 1, 2013 change 4 to 5

#### **F. Coverage Paraprofessionals**

Add new Art. VII, Section A.19(p. 126)

Effective during the 2012-2013 school year and through August 31, 2016, the School Department shall hire and maintain twenty (20) "coverage paraprofessionals." The School Department shall deploy these coverage paraprofessionals to cover for 1:1 paraprofessionals and paraprofessionals in substantially separate classrooms who are absent and to supplement current paraprofessional services.

### **5. Student Files**

#### **Article VII: Working Conditions**

*A. New Art. VII, Section A.18 (p. 126)*

The school committee agrees to provide a lockable file cabinet in each school and location serviced by itinerants (e.g., school psychologists, occupational therapists, physical therapists, speech and language pathologists) for secure storage of student records.

*B. New Art. VII, Section I entitled "MCAS-Alt Portfolios" (p. 130)*

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A special education teacher who is required to generate and submit MCAS Alternative Assessment portfolios (“MCAS-Alt”) shall receive one day of substitute coverage, per school year, for the preparation of MCAS-Alt portfolios for students in his/her class.

## **6. Compensation and Benefits**

### **A. Amend Art. VIII, Section B: Payment of Salaries (p. 134-137)**

Amend listed salary schedule from 2/1/10-8/31/10 to 09/1/10 to 10/31/11

Effective November 1, 2011, amend listed salaries by adding 1% to the 09/1/10-10/31/11 Schedule and all rates and differentials. This increase shall not apply to career awards, lead teacher stipends and other provisions explicitly identified herein.

Effective November 1, 2012, Amend listed salaries by adding 2% to the 11/1/11-10/31/12 Schedule and all rates and differentials. This increase shall not apply to career awards, lead teacher stipends and other provisions explicitly identified herein.

### **B. Academic Advancement Ladder**

*New Article VIII, Section D.6 (p. 139)*

There shall be created a new “credit” for academic lane advancement, called an Academic Ladder Credit “ALC.”

The school department shall be able to set an appropriate number of ALCs for each course or strand of courses. The school district shall be allowed to assign ALCs for a “strand” of courses available upon completion of the entire strand without allowing individual course credit for partial strand completion. So, for example, the district may set up a strand of five math courses – of the district’s own design – for elementary teachers, with the understanding that all five must be completed for any credit to be given.

All courses or strands of courses will be tuition-free.

All ALCs shall be interchangeable with in-service credits for lane advancement without being subject to the current in-service cap of 30. ALCs shall be awarded on a ratio of one (1) credit to twelve (12) hours of ALC instruction.

The school district shall be able to place whatever conditions it wishes on the attainment of ALCs whether for a course(s) or strand(s) completion. As an example, homework and research papers can be assigned, provided that the

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conditions are stated in a syllabus distributed at the beginning of the course/strand.

Employees may use combinations of graduate credits, in-service credits and ALCs for lane advancement. However, a teacher must possess a Master's degree to advance to the Master's lanes and must possess a Doctorate degree to advance to the Doctorate lane.

**E. BTU Member Children**

*Add new Article VIII, Section V (p. 165)*

BTU members who live in Boston with their children shall be able to obtain a school placement for their child at the school at which either parent works, provided, however, that: 1) the parent shall be responsible for the transportation of the child unless the child would otherwise receive transportation in accordance with the District's transportation and/or assignment policy, 2) there is a seat vacancy and no waiting list at the school within an appropriate program setting for the child, 3) no class size maxima shall be exceeded at the time of the child's enrollment in the school, and 4) the student meets eligibility requirements, if any. This provision shall not be applicable to high schools.

**F. Coaching Stipends**

**Art. VIII, G.2 (p. 145)**

*Amend (effective September 1, 2012)*

Wrestling, Coach	-----	from \$2,889 to \$3,500
Golf, Coach	-----	from \$2,889 to \$3,500
Badminton, Coach	-----	from \$2,889 to \$3,500
Bowling, Coach	-----	from \$2,889 to \$3,500
Cheerleading, Coach	-----	from \$2,889 to \$3,500
Tennis, Coach	-----	from \$2,889 to \$3,500

**Art. VIII, G.2 (p. 146)**

*Add Middle School Coaches (effective September 1, 2012)*

Basketball	-----	from \$2,889 to \$3,000
Track & Field	-----	from \$2,889 to \$3,000
Football	-----	from \$2,889 to \$3,000

**Art. VIII, G.3 (p. 146)**

*Amend (effective September 1, 2012)*

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Academic Debate Coach ----- from \$1,390 to \$1,738

**Art. VIII, G.3 (p. 146)**

JROTC Effective 9/1/12 ----- from \$1,390 to \$1,738

Any percentage increase in salaries for teachers agreed upon by the parties shall not be applied to the above listed rates. The above rates are effective September 1, 2012, through the end of the agreement, and shall not be retroactive.

**G. Lead Sign Language Interpreters**

Add "Lead Sign Language Interpreters" to Art. VIII, Section 5(d)(p. 139)

**7. Length of School Year/School Day and Calendar**

*Amend Art. V, Section E.1(a)8 (p. 79) by Replacing the existing provision with the following:*

The building administrator may establish the professional development schedule provided that the meeting schedule be provided to the staff no later than the end of school for the preceding year, none of the time be scheduled over the summer unless there is a waiver vote under CBA, and provided that no professional development time be schedule on the 2<sup>nd</sup> Wed. of month, and must be at least two hours in length.

**8. Appendix C**

*i. Amend Appendix C (p. 247) by deleting all of the paragraphs with the exception of Paragraph 4 (1-6), Paragraph 7.E, Paragraph 8;*

*ii. and add a sentence to the end of Appendix C:*

This appendix shall be incorporated into the collective bargaining agreement; and

*iii. revise Pargraph 7.E so it reads:*

The parties agree to promptly establish a Joint Committee consisting of four Cosses's appointed by the President of the BTU 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. The Committee shall deal with such issues as it may deem appropriate including but not limited to, the presentation of In-Service programs to regular education teachers concerning referrals, and SEIMS related matters.

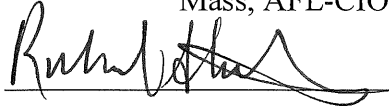
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In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 24<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-  
Mass, AFL-CIO





## 2<sup>nd</sup> MOA

### OFF-THE-RECORD PACKAGE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT-Mass, AFL-CIO  
TEACHERS 2013-2016**

This off-the-record Memorandum of Agreement (“Agreement”) is made this 12<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditioned on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston, and shall remain off-the-record for bargaining purposes unless and until such ratification, approval and supplemental appropriation occurs. Furthermore, this off-the-record Agreement is contingent upon the Union ratifying, the Boston School Committee approving, and supplemental appropriation by the City Council of the City of Boston of the 2010-2013 Agreement.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2010 through August 31, 2013, shall continue in full force and effect from September 1, 2013 through August 31, 2016. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

#### **1. Purpose and Scope of Agreement**

##### Article I, Section A: Recognition and Duration

Amend the second paragraph of Art. 1, A by changing September 6, 2010 to September 1, 2013, and August 31, 2013 to August 31, 2016.

Add after the last paragraph of Art. 1, Section A

This agreement and each of its provisions shall be in full force and effect from the period of September 1, 2010 to August 31, 2016 and continuing thereafter until such time as the parties have a successor to the 2010-2016 agreement.

## 2. Staffing

### **Article V, Section 1(a)(p. 40)**

Add a paragraph to the end of Art. V, Section 1(a):

Notwithstanding the above-listed class size maxima table, effective September 1, 2013, the class size maximum in Grade 6 at schools designated as “Level 3” and “Level 4” by the Department of Elementary and Secondary Education shall be twenty-six (26) and the class size maximum in Grade 9 at schools designated as “Level 3” and “Level 4” by the Department of Elementary and Secondary Education (“DESE”) shall be thirty (30). Additionally, each of following schools shall be treated as a “Level 3” school until such time as such school(s) receive a designation from DESE: King K-8, Higginson Lewis, Mildred Ave., Tech-Boston

## 3. Compensation and Benefits

### **A. Article VIII, Section B: Payment of Salaries (p. 134-137)**

Effective November 1, 2013, amend listed salaries by adding 3% to the 11/1/12-10/31/13 Schedule and all rates and differentials. This increase shall not apply to career awards, lead teacher stipends and other provisions explicitly identified herein.

Effective November 1, 2014, amend listed salaries by adding 3% to the 11/1/13-10/31/14 Schedule and all rates and differentials. This increase shall not apply to career awards, lead teacher stipends and other provisions explicitly identified herein.

Effective November 1, 2015, Amend listed salaries by adding 3% to the 11/1/14-10/31/15 Schedule and all rates and differentials. This increase shall not apply to career awards, lead teacher stipends and other provisions explicitly identified herein.

### **B. Coaching Stipends**

#### **Art. VIII, G.2 (p. 145)**

JROTC Effective 9/1/13 ----- from \$1,738 to \$2,250

There shall be no adjustment to the 9/1/12 rates for the following coaches: wrestling golf, badminton, bowling, cheerleading, tennis, academic debate, middle school basketball, middle school track & field, and middle school football, nor shall there be any adjustment to the 9/1/13 rate for JROTC through the end of this agreement.



**C. No Step Advancement for Unsatisfactory Teachers**

*Add Art. VIII, Section A.5(d)(p. 134)*

Each teacher hired after September 1, 2013, shall not advance a step if his/her most recent evaluation reflects an overall rating of Unsatisfactory until he/she achieves a higher overall rating on a formative assessment, formative evaluation or summative evaluation.

**D. Prior Approval for Lane Advancement**

*Add new paragraph to the end of Art. VIII, Section D.5(c)(p. 139)*

A teacher hired after September 1, 2013 shall not advance a lane on the salary grid beyond the Masters +15 lane in Art. VIII, Section C unless he or she takes course(s) that have received prior approval for lane advancement from the Assistant Superintendent of Human Resources.

**E. Alternative Compensation**

The parties agree to form a joint-labor management committee to explore the creation of an alternative compensation model that recognizes those teachers who consistently produce exemplary results.

The parties shall also form a joint-labor management committee to explore the development of a Peer Assistance and Review program.

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 12<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-Mass, AFL-CIO

*Garach Johnson*  
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*Amber*  
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*Robert [Signature]* 9/12/12  
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# 1<sup>st</sup> MOA

## OFF THE RECORD PACKAGE

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

This Memorandum of Agreement (“Agreement”) is made this 12<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditional on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2006 through August 31, 2010, shall continue in full force and effect from September 1, 2010 through August 31, 2013. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

### **1. Article I Purpose and Scope of Agreement**

Amend Art. 1, Section A “Recognition and Duration” (p. 187)

In the third paragraph of Section A, change September 1, 2006 to September 1, 2010, August 31, 2010 to August 31, 2013 and January 2, 2010 to January 2, 2013.

This agreement and each of its provisions shall be in full force and effect from the period of September 1, 2010 to August 31, 2016 and continuing thereafter until such time as the parties have a successor to the 2010-2016 agreement.

### **2. Article III: Compensation and Benefits**

Amend Art. III, Section E (p. 200-203)

Amend listed salary schedule by changing the 2/1/10-8/31/10 schedule to 09/1/10 to 10/31/11.

Effective November 1, 2011, amend listed salaries by adding 1% to the 9/1/10-10/31/11 Schedule and all rates and differentials. This increase shall not apply to career awards.

Effective November 1, 2012, Amend listed salaries by adding 2% to the 11/1/11-10/31/12 Schedule and all rates and differentials. This increase shall not apply to career awards.

**3. Article II: Working Conditions**

*Amend Art. II, Section M (p. 209) in the following manner:*

Effective September 1, 2012, all paraprofessionals with three or more years of service will be entitled to tuition reimbursement of up to \$500.00 per school year for approved college courses. All paraprofessionals with five or more years of service will be entitled to tuition reimbursement of up to \$1,000.00 per school year for approved college courses. The total expenditure for tuition reimbursement under this provision shall not exceed \$20,000 per fiscal year.

**4. Article II, Section C.3 "Paraprofessional First Consideration"**



*Replace Art. II.C.3 (p. 199) with the following*

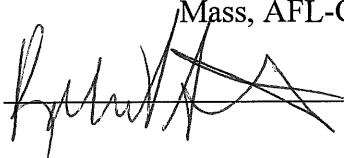
A Paraprofessional who have received his/her teaching certification, are recommended for employment by his/her building administrator, and who apply for teaching positions will receive four interviews provided that there are four vacancies for which the paraprofessional is qualified, three interviews provided that there are three vacancies for which the paraprofessional is qualified, two interviews provided that there are two vacancies for which the paraprofessional is qualified, and one interview provided that there is one vacancy for which the paraprofessional is qualified.

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 12<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-  
Mass, AFL-CIO

  
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## 2<sup>nd</sup> MOA

### OFF THE RECORD PACKAGE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT-Mass, AFL-CIO  
PARAPROFESSIONALS 2013-2016**

This Memorandum of Agreement (“Agreement”) is made this 12<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditioned on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston, and shall remain off-the-record for bargaining purposes unless and until such ratification, approval and supplemental appropriation occurs. Furthermore, this off-the-record Agreement is contingent upon the Union ratifying, the Boston School Committee approving, and the City Council of the City of Boston supplemental appropriation by the City Council of the City of Boston of the 2010-2013 Memorandum of Agreement.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2010 through August 31, 2013, shall continue in full force and effect from September 1, 2013 through August 31, 2016. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

#### **1. Article I Purpose and Scope of Agreement**

Amend Art. 1, Section A “Recognition and Duration” (p. 187)

In the third paragraph of Section A, change September 1, 2010 to September 1, 2013, August 31, 2013 to August 31, 2016, and change January 2, 2013 to January 2, 2016.

This agreement and each of its provisions shall be in full force and effect from the period of September 1, 2010 to August 31, 2016 and continuing thereafter until such time as the parties have a successor to the 2010-2016 agreement.

#### **2. Article III: Compensation and Benefits**

Amend Art. III, Section E (p. 200-203)

Effective November 1, 2013, amend listed salaries by adding 3% to the 11/1/12-10/31/13 Schedule and all rates and differentials. This increase shall not apply to career awards.

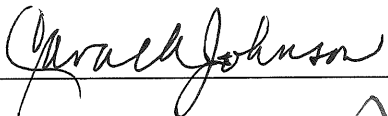
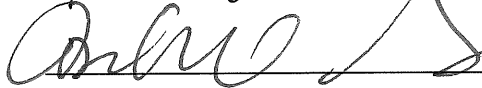
Effective November 1, 2014, amend listed salaries by adding 3% to the 11/1/13-10/31/14 Schedule and all rates and differentials. This increase shall not apply to career awards.

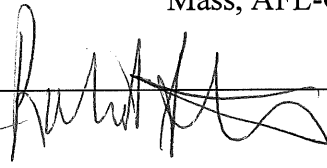
Effective November 1, 2015, Amend listed salaries by adding 3% to the 11/1/14-10/31/15 Schedule and all rates and differentials. This increase shall not apply to career awards or other provisions explicitly identified herein.

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 12<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-Mass, AFL-CIO

  
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# 1<sup>st</sup> MOA

## OFF-THE-RECORD PACKAGE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT-Mass, AFL-CIO  
SUBSTITUTE TEACHERS AND NURSES 2010-2013**

This Memorandum of Agreement (“Agreement”) is made this 12<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditioned on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston, and shall remain off-the-record for bargaining purposes unless and until such ratification, approval and supplemental appropriation occurs.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2006 through August 31, 2010, shall continue in full force and effect from September 1, 2010 through August 31, 2013. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

### **1. Article I Purpose and Scope of Agreement**

Amend Art. 1, Section A “Recognition and Duration” (p. 225)

In the second paragraph of Section A, change September 1, 2006 to September 1, 2010, August 31, 2010 to August 31, 2013 and January 2, 2010 to January 2, 2013.

### **2. Article III: Compensation and Benefits**

Amend Art. III, Section E (p. 232-234)

Amend listed salary schedule by changing the 2/1/10-8/31/10 schedule to 09/1/10 to 10/31/11.

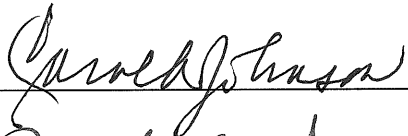

Effective November 1, 2011, amend listed salaries by adding 1% to the 9/1/10-10/31/11 Schedule and all rates and differentials.

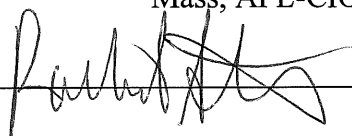
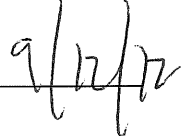
Effective November 1, 2012, Amend listed salaries by adding 2% to the 11/1/11-10/31/12 Schedule and all rates and differentials.

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 12<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-  
Mass, AFL-CIO

  
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## 2<sup>nd</sup> MOA

### OFF-THE-RECORD PACKAGE

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE SCHOOL COMMITTEE OF THE CITY OF BOSTON  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT-Mass, AFL-CIO  
SUBSTITUTE TEACHERS AND NURSES 2013-2016**

This Memorandum of Agreement (“Agreement”) is made this 12<sup>th</sup> day of September 2012 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT-Mass, AFL-CIO (“Union”). This Agreement is conditioned on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston, and shall remain off-the-record for bargaining purposes unless and until such ratification, approval and supplemental appropriation occurs. Furthermore, this off-the-record Agreement is contingent upon the Union ratifying, the Boston School Committee approving, and the City Council of the City of Boston supplemental appropriation by the City Council of the City of Boston of the 2010-2013 Memorandum of Agreement.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2010 through August 31, 2013, shall continue in full force and effect from September 1, 2013 through August 31, 2016. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

#### **1. Article I Purpose and Scope of Agreement**

Amend Art. 1, Section A “Recognition and Duration” (p. 225)

In the second paragraph of Section A, change September 1, 2010 to September 1, 2013, and August 31, 2013 to August 31, 2016.

This agreement and each of its provisions shall be in full force and effect from the period of September 1, 2013 to August 31, 2016 and continuing thereafter until such time as the parties have a successor to the 2010-2016 agreement.

#### **2. Article III: Compensation and Benefits**

Amend Art. III, Section E (p. 232-234)



Effective November 1, 2013, Amend listed salaries by adding 3% to the 11/1/12-10/31/13 Schedule and all rates and differentials.

Effective November 1, 2014, amend listed salaries by adding 3% to the 11/1/13-10/31/14 Schedule and all rates and differentials.

Effective November 1, 2015, Amend listed salaries by adding 3% to the 11/1/14-10/31/15 Schedule and all rates and differentials.

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 12<sup>th</sup> day of September, 2012.

Boston Public Schools

Boston Teacher's Union, Local 66, AFT-Mass, AFL-CIO

Gerald Johnson  
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