

Memorandum of Agreement  
between the  
Boston Teachers Union Local 66, AFT Massachusetts, AFL-CIO  
and the  
School Committee of the City of Boston

WHEREAS, the Boston Teachers Union, Local 66, AFT Massachusetts and the School Committee of the City of Boston are parties to a series of collective bargaining agreements covering Teachers, Paraprofessionals, Substitute Teachers and Nurses, and ABA Specialists for the period September 1, 2016 to August 31, 2018; and,

WHEREAS, the parties, through their respective bargaining teams, have been engaged in interest based bargaining for a successor to their 2016-2018 collective bargaining agreement since March 2018 pursuant to G.L. c. 150E, with assistance from mediators associated with FMCS; and,

WHEREAS, the parties' respective bargaining teams wish to reduce to writing any agreement on the terms of a successor contract reached in negotiations as required by their ground rules so that it may be executed, presented for ratification by their respective principals and funded in accordance with G.L. c. 150E §7(c);

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree that the following represents their agreement on the terms of a successor collective bargaining agreement to their 2016-2018 contract:

1. Existing agreement: Except as expressly modified herein, all terms contained in the parties' 2016-2018 collective bargaining agreements, are carried forward intact.
2. Duration: Articles IA appearing in the Teachers, Paraprofessionals, Substitute Teachers and Nurses Contracts and the ABA contract are each individually amended by striking the final paragraph appearing therein and inserting the following: "This agreement and each of its provisions shall be in full force and effect from September 1, 2018 to August 31, 2021 and

continuing thereafter until such time as the parties have a successor to the 2018-2021 agreement."

3. Wages: Salaries and certain rates and differentials in each contract (Teachers, Paraprofessionals, Substitute Teachers and Nurses, and ABA Specialists) are increased as follows:

1. September 1, 2018: 2.0%
2. September 1, 2019: 2.0%
3. September 1, 2020: 2.0% \*

\*A wage increase of 2.5% (total, not in addition to the above) in either FY20 or FY21 is contingent upon the following:

(1) If the working group (as described below) reaches an agreement on or before January 31, 2020, an additional step will be added to the teacher pay scale, affecting teachers new to BPS only. The new step will be placed 1/3 of the way between the current steps 1 and 2. The wage scale for current teachers will remain unaffected by this change; and

(2) in accordance with the processes and timelines set forth below:

1. BPS and the BTU will designate at least 2 members each to establish a joint working group to begin September 1, 2019, to meet <sup>up to</sup> for up to a five (5) month period, the unresolved aspects of the parties' proposals concerning leaves of absence, the Family and Medical Leave Act, excessing/program areas, and layoff and recall protocols under the ch. 71 §42 as amended effective September 1, 2016. During the course of this study, the parties will adhere to the interest based bargaining ground rules established in 2018 for purposes of negotiating this agreement until the study period has expired.
2. If by December 15, 2019, the parties reach a mutual agreement regarding leaves, FMLA, layoff/recall, and excessing/program areas, the wage increase will be as follows: SY 18-19 2%, SY 19-20 2.5%, SY 20-21 2%.
3. Should the parties not reach a mutual agreement regarding leaves, FMLA, layoff/recall, and excessing/program areas by December 15, 2019 but do reach an agreement on these issues by January 31, 2020, the wage increase will be as follows: SY 18-19 2%, SY 19-20 2% SY 20-21 2.5%.
4. If the parties do not reach a mutual agreement regarding leaves, FMLA, layoff/recall, and excessing/program areas on or before January 31, 2020, the wage increase will be as follows: SY18-19 2%, SY 19-20 2%, SY 20-21 2% and the additional step in the teacher pay scale that will not go into effect. Both parties reserve their rights.
5. Any agreement reached by the working group on or before January 31, 2020, shall be reduced to writing and executed by the parties.

4. Tentative Agreements: The following tentative agreements previously reached in negotiations shall be incorporated into the contract to which they pertain and made effective:

### **a. Teachers Contract**

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

Amend Article III, Section B. 2. Sub-section c. to add the following additional bullet point:

- o Each Principal/Headmaster will create a description of the process for composing the ILT, communicate the process to staff, and take the process to the SSC for input; Where ILT members are compensated, the process shall include a job description.

Amend Article III, Section E, Sub-section i as follows:

- o Remove language starting with "In 2006-2007" through end of the section
- o Starting school year 2019-2020, excess hours up to 46 per school year shall not be compensated. Compensation for hours from 46 to 145 shall be paid by the school department. Compensation for hours beyond 145 will be the responsibility of the individual pilot school.
- o The parties agree to adjust all agreements for current (as of 5/30/19) or former turnaround schools to raise their payment to \$40.26 per hour which will be subject to contractual increases in rates and differentials.
- o During the course of the 2019 – 2020 school year, BPS and the BTU will review for purposes of making recommendations geared toward greater equity in compensation across various schools with compensation models that operate differently than the one contemplated by the collective bargaining agreement, including but not limited to Horace Mann charter schools, pilot schools, and innovation schools.

**Add Section H. Students with High Needs**

**Add Sub-Section 1. Boston Public Schools and Boston Teachers Union Joint Commission on Students and Families Experiencing Homelessness**

- a. A citywide commission shall be created including at least three BTU educators appointed by the BTU to address needs of student homeless population.
- b. In school year 19-20 BPS will work to provide additional guidance to schools for utilizing funding associated with homelessness.
- c. For the life of this contract (2018-2021) the District will increase funding to support students who are experiencing homelessness by \$100,000 per year.

**Add Sub-Section 2: Hub Community Schools**

- a. The BPS and BTU will jointly establish and manage a process to explore the establishment of new BPS Hub Community Schools, in addition to the Gardner Pilot Academy and the Burke High School. A joint BPS and BTU working group inclusive of community partners will establish a shared definition of a BPS Hub Community School. Following the work of that joint working group, BPS and the BTU will make available to interested schools information related to the potential formation and implementation of Hub Community school practices.

**Add Sub-Section 3: Mental Health Providers or Social Emotional Learning Staffing in Schools**

- a. In SY19-20, BPS will add and post 10 licensed student facing mental health or social-emotional learning staff positions for hire. In school-year 20-21 FY21, BPS will add and post 9 additional student facing mental health or social-emotional learning staff for a total of 19 new staff by May 2020. Staff that could be budgeted with the new funds purchased include:

Psychologists  
 Social Workers  
 School Guidance Counselors  
 Pupil Adjustment Counselors

**Article V Staffing**

1. Teachers

1. Class Size section (a)

Revise existing language as follows:

A. Teachers

i. Class Size

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

- 12 pupils in industrial arts classes composed of special class students

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

- 20 pupils in industrial classes
- 35 pupils in physical education in the middle and the high schools
- 20 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes.
- 25 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes in grades 1-12 with a paraprofessional.
- 22 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes in grades K0-K2 with a paraprofessional, excluding dual language schools.
- In rooms with specific student stations (shops, typing rooms, laboratories) the number of pupils assigned to such rooms should not exceed the number of student stations available.

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

Class size for resource and substantially separate programs shall conform with Regulations published by the State Department of Education.

(e) Caseloads (pg. 25)

Add the following New Section: Transition to Workload Model

A joint Labor/Management Taskforce will be established (with 3 members from the BPS and 3 members from the BTU; experts may be invited at the agreement of the taskforce) with a defined meeting schedule to develop and refine a formula which will be used to establish workload assignment for SLPs, OTs, PTs, TODs, TVIs, APEs and Psychologists. Effective with the 2019-2020 school year, the joint labor taskforce will agree upon pilot workload program(s) to be established within related service providers and/or behavioral health specialists. The Taskforce will consider FBAs as part of the overall workload. The program(s) shall be reviewed on an ongoing basis by the joint committee and may be expanded to include all providers as agreed by the parties. If after the pilot, both BTU and BPS mutually agree to implement the model, it may replace individual caseload maxima.

The joint labor management committee for related service providers and behavioral health specialists will develop and facilitate a process for reviewing and remediating the caseloads of individual service providers who believe their caseload is inequitable or unmanageable.

Add new section regarding Psychologists Caseload:

Starting in school year 2020-2021, if a workload model has not yet been agreed upon, BPS will maintain a maximum average system wide ratio of 1 school psychologist per 700 students enrolled in BPS schools. This will result in hiring an additional 4 FTEs for the life of the contract (2018-2021) over the number employed in 2018-19.

Each School Psychologist who has performed Tier 3 Functional Behavior Assessments (FBAs) since September 1, 2016 when the Behavior Specialist positions were eliminated, must be provided compensation at the contractual hourly rate for all time spent on Tier 3 FBAs from that date until the present. This will be limited to the list of individuals and hours presented at arbitration for a total of \$13,068 to be divided amongst those individuals. School psychologists will perform functional behavior assessments when needed going forward.

Modify Article VA 2.

Inclusion *[The parties have agreed to establish a working group on inclusion in a separate memorandum of understanding]*

(f) Class Size and Staffing *[Amend as follows]*

Add Sub-section (8-10):

(8) In a 1.0 teacher inclusion classroom, ESL services for EL students will be provided by an ESL teacher who is not the inclusion teacher, unless the teacher agrees and is provided a stipend of 45 minutes per day at contractual hourly rate.

(9) In a 1.0 teacher inclusion classroom, special education services for students with a special education code of "1" or "2" shall have their specialized instruction provided by a special education teacher who is not the inclusion classroom teacher.

(10) In all inclusion classrooms, the number of students with IEPs will not exceed 50% of the total number of students in the class.

A 3 Scheduling and Teaching Load

A 3 (a) General Policy

A 3 (a) is amended by adding the following language:

The BPS and the BTU believe that innovative learning environments can benefit from innovative scheduling options. The district, with the agreement of the BTU, will choose up to 3 schools during the 2019-20 school year to pilot innovative scheduling options in preparation for potential schedule changes in the 2020-21 school year. These three schools may pilot or adopt schedules that differ from existing restrictions on the use of time during the school day after approval by secret ballot vote with five days notice, of at least 66 and 2/3% of the entire assigned BTU staff who work more than 50% of their time at the school. The schools will share information about these new models with other interested schools.

A 3 (d) Normal Teaching Load

Subsection (d) is amended by striking number 160 and replacing it with 165

B Special Groups *[Amend as follows]*

Amend Sub-section (1)(e) by striking the entire paragraph and replacing with:

(e) A full time paraprofessional will be assigned to all K0, K1 and, starting in the 2020-21 school year, K2 classes. For the SY19-20 school year, BPS will consider high needs K2 classrooms where it is feasible to

add a K2 paraprofessional and, where appropriate, paraprofessionals remaining on the excess or recall list will be assigned to said added classrooms.

Add New Section B 6 (f)

(f) New coaches: The Coaches Committee shall determine a rules based way to add athletic coaches and/or athletic programming. For the life of this contract (2018-2020), the School Committee shall add funds of at least \$75,000 for assistant coaches, to be added based upon program need as determined by the Senior Director of Athletics, or designee, with priority in sports where they don't already exist.

Amend Section B 8 to add the following and eliminate paragraph 2 on p. 37:

Eligibility and Placement Specialist position will be created starting in the 2020-21 school year. This is similar to the "Citywide ETF". This person will chair initial evaluation meetings and re-evaluation meetings, and may assist in meetings where a change of placement is contemplated. The caseload for this position shall be 150. Each case shall count as 1, re-convenes based on the initial shall be held by the Eligibility and Placement Specialist but do not count as more than 1 case. In addition, this position will support school based coordinators with development and planning activities, for example, scheduling, creating calendars, organizing work year, setting up caseloads, and understanding processes of special education within Boston for no more than 10 hours per month. The Specialist shall report to the Assistant Superintendent of Special Education or designee. If a student is not found eligible for Special Education services, the Specialist shall consider 504 eligibility and develop a plan should one be necessary.

Early Intervention referrals and most service-only students will be removed from the school-based COSE caseloads.

School Based Coordinators of Special Education:

- o Shall be assigned to no more than 3 schools
- o Shall be responsible for annual review and IEPs developed from those meetings
- o Shall be responsible for original 504 meetings and 504 plans developed from those meetings (except those developed from initial IEP meetings).
- o Shall support school based student support team processes
- o Shall support school based compliance for services and accommodations
- o School-based caseload shall be 165 and each case (current IEP or 504 plan) counts as 1

Add New Section B 9

9. Hub Community School Coordinator

In SY 2019-2020, the BPS, after consultation with the BTU president or designee, will establish a year-round teacher on assignment position of Citywide Hub Community Schools Coordinator, a BTU position. The Citywide Hub Community Schools Coordinator position will be maintained at least through SY 2020-2021 and shall oversee any approved Hub Community Schools implementation in the district by providing direct technical support and professional development to Hub Schools and/or schools interested in becoming Hub Schools

Revise Section 11 of Article V to add sub-section (o)

(o) The BPS will employ six supervisors of attendance (SOAs) through school year 2020/2021. After the date of ratification of the 2018 - 2021 agreement, the BTU and BPS will meet to discuss the job

description/ responsibilities of the SOAs to insure the work of SOAs is aligned with the BPS and BTU's shared goal of effectively and efficiently supporting students with extensive absences.

Revise Section 12 (6) paragraph 1 of Article V B to the following:

There will be at least 1.0 FTE nurse in every school building; the district will begin to implement this in school-year 19-20 and finish in school-year 20-21. Nurses in schools with low acuity may be available to help with other nursing work from other schools, provided the work does not require them to leave their assigned school. This additional work may include: input screening data; inputting immunization information; following up on immunization and screening; and referrals and case management support. The Nurse JLMC will, at the beginning of the school year, review the acuity and caseloads of each nurse at each school and then will have, as a standing monthly agenda item, a review of the data in cases where nurses who have a lower caseload are helping with other work as defined above. The JLMC will make recommendations regarding acuity to the Assistant Superintendent or his/her designee re acuity. Ultimately, the Assistant Superintendent maintains the right of assignment for nurses.

Revise Section 15 (b) of Article V B to strike the following language:

School Psychologists and Pupil Adjustment Counselors who were incumbents in the 2015-2016 school year who received the \$600 reimbursement payment shall have been deemed to have fulfilled the documentation requirement in the preceding sentence.

Revise Section 15 (c) of Article V B to reflect the following: (pg. 43)

The School Department will provide the testing kits and other protocols to all itinerant service providers. In addition, the BPS will budget \$200 per itinerant service provider for supplies related to their discipline. Itinerants will be surveyed by their supervisor for input in developing a departmental catalogue of approved supplies. Itinerant service providers, upon request, will receive \$200 per year in materials from this departmental catalogue.

Replace Section 15. (h) Professional Development for Related Service Providers with the following language:

A separate yearly budget will be allocated for the related service provider disciplines (including but not limited to, occupational, physical and speech and language therapies, vision services, psychology, adapted physical education, Guidance Counselors, Student Support Coordinators, and nurses), for planning and implementation of relevant professional development to satisfy contractual professional development requirements. The BTU and administrative members of the joint union management committee will plan the allocation of these funds for discipline specific professional development. The BTU will provide space for the meetings to be held when available.

Revise Article V Section E 1 (a) Revise Section 11 to add the following after the first sentence:

The ten hours referenced may be extended to fifteen hours solely for the purpose of providing fifteen-hour training mandated by the Department of Justice to serve multiple ELD level groupings. This provision sunsets with the Department of Justice agreement.

Revise Article V E 1 (a) Add Section 12 as follows:

12. The parties will explore the feasibility of early release days for students scheduled within the school year to allow time for school staff to collaborate together in the development of effective programming for students.

Revise Article V E 7 The Day Before Thanksgiving and the Last Two Days of School

Strike the language in Article V. E. 7 and replace it with the following: *On the day before Thanksgiving and the last two days of the school year, pupils may be dismissed two (2) hours and thirty (30) minutes earlier than their regularly scheduled dismissal time and school-based staff, on the day before Thanksgiving, will be dismissed two (2) hours and twenty (20) minutes earlier than their regularly scheduled work day. Notwithstanding the early dismissal of pupils on the last two days of the school year, school-based staff are required to work their regularly scheduled work day.*

Amend ELT Agreement pages 49-54 by adding the following to Section 9:

9. TFT will be eliminated as a formal planning structure and the time will be used for other planning purposes.

- Time formerly used as TFT will become P&D time in elementary grades (which could be a 5th P&D where schedules allow)
- Time formerly used as TFT may be incorporated into CPT in middle grades

H Certification/Program Areas *[Amend as follows]*

Add Subsection (9)(a)(b):

(9) Excessing: Where a position requires two licenses, and the incumbent does not possess the same, that teacher may be excessed for the lack of holding two licenses provided they are notified a year in advance. That is, they must be given one entire year after being noticed to obtain the required licensure. \*If they demonstrate in writing in a process designated by the Office of Human Capital by January 15 that they are making continuous progress toward meeting the requirements for licensure in the field in which the additional license is required, individuals shall not be excessed and shall be granted a one-time exception. "Continuous progress" shall be defined as at least 6 progress points based on the table below. At least 2 of the points must have been earned within the previous 12 months, and the approval of the one-time exception is subject to the discretion of the Chief Human Capital Officer or their designee for those with fewer than 6 points. Teachers who have demonstrated progress by January 15 and are granted a one-time exception who then have not obtained the license by July 31 will be excessed.

a. See Table Below

Requirement Completed	Points Earned
One semester credit of college coursework	1
Passing a full MTEL	2
SEI Endorsement Requirement Completed and Approved	2
Passing a subtest of an MTEL	1
Meeting a "coverage of..." competency through 10 Professional Development Points or 10 hours of mentored experience ** (see Competency Review Guide and Form)	1



b. Teachers will be reimbursed for up to \$1550 in expenses incurred to obtain the required second license.

*Amend/Update Appendix A (Page 189):*

Special Education Program Area 12 (Mild-to-Moderate Special Needs) "categories" as follows:

1. Resource Room
2. Learning Disabilities
3. Mild Intellectual Impairment
4. Moderate Intellectual Impairment
5. Emotional Impairment
6. Autism and Applied Behavior Analysis (ABA)

\*Upon ratification, BTU will withdraw its pending Prohibited Practice Charge at the Department of Labor Relations, Case No. MUP 17-6063 with prejudice.

## **F. Performance Evaluation**

### **1. Purpose of Educator Evaluation**

The parties agree that the evaluation process should be fair, transparent and humane for all educators.

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.

The regulatory purposes of evaluation are:

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);

To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

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

To assure effective teaching and administrative leadership, 35.01(3).

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

**\*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.

**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.

**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.

**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).

**\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

**\*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:

**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.

**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.

**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.

**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.

**\*ESE:** The Massachusetts Department of Elementary and Secondary Education.

**\*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").

**\*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.

**Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

**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.

**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.

**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.

**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.

**\*Experienced Educator:** An educator with Professional Teacher Status (PTS).

**\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

**\*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.

**\*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.

**\*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.

**\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

**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.

**\*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.

**Parties:** The parties to this agreement are the Boston School Committee and the Boston Teachers Union.

**\*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.

**\*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.

**\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

**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:

**Standard 1: Curriculum, Planning and Assessment**

**Standard 2: Teaching All Students**

**Standard 3: Family and Community Engagement**

**Standard 4: Professional Culture**

**Attainment of Professional Practice Goal(s)**

**Attainment of Student Learning Goal(s)**

**Role-Specific Indicators:** Interpretive guidance about applying the Teacher or Specialized Instructional Support Personnel rubric for specific roles with specialized skills, knowledge, and responsibilities. They do not replace the rubric language but assist in interpreting the rubric for specific employees including but not limited to Librarians, Nurses, Counselors, and certain Related Service Providers. In some cases, supplemental rubric language may be provided (e.g., Role-Specific Indicators for School Counselors).

**\*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:

**Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03

**Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03

**Elements:** Defines the individual components under each indicator

**Descriptors:** Describes practice at four levels of performance for each element

**\*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.

**\*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.

**\*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.

**\*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.

### **3. Evidence Used In Evaluation**

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

#### **Multiple measures of student learning, growth, and achievement, which shall include:**

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;

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.

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.

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.

**Judgments based on observations and artifacts of practice including:**

Unannounced observations of practice of any duration.

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.

Examination of Educator work products.

Examination of student work samples.

**Evidence relevant to one or more Performance Standards, including but not limited to:**

Evidence compiled and presented by the Educator, including:

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;

Evidence of active outreach to and engagement with families;

Evidence of progress towards professional practice goal(s);

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.

The parties agree that Role-Specific Indicators approved jointly by BPS and the BTU may be used by Educators and Evaluators as guidance in interpreting the performance standards (rubric) for non-classroom teaching roles addressed by DESE regulations and are intended to foster shared understanding of expectations for an employee's demonstration of highly specialized skills, knowledge, and responsibilities.

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

A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A Self-Directed Growth Plan may be of one or two years. For a two-year plan, a formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

**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 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.

### **23. 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.

### **24. General Provisions**

A. Only Educators who are licensed may serve as primary evaluators of Educators. BTU members may serve as evaluators under the following circumstances:

1. The BTU member must complete basic Evaluator Training, which fulfills DESE requirements
2. The BTU member must be willing to serve as an evaluator.
3. The BTU member's practice must be rated proficient or exemplary on their own most recent overall rating.
4. The BTU member may not be the primary or secondary evaluator for an educator whose last rating was less than proficient, or, after collection of evidence, examination of that evidence suggests the educator may be rated less than proficient. In such cases, the Evaluator must relinquish that educator plan to a school-based administrator before taking any further action as an evaluator.

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.

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.

Violations of this article are subject to the grievance and arbitration procedures. Any such grievance shall be dealt with expeditiously. In the event of a concurrent dismissal, evaluation grievances shall be merged and considered a single proceeding. 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.

Article V. J. 8. Add the following language after the 2nd paragraph:

For teachers assigned to Suitable Professional Capacity (SPC) positions who have:

- a. spent one full year in an SPC role and are hired for the following year, they shall not have attachment rights to their new school until the first day of school in their second year of that school. This provision will sunset after the life of this contract, June 30, 2021.
- b. applied, by March 15, to at least 5 positions (or fewer, if there are fewer available) that they are qualified for who request it of the OHC shall be granted a minimum of two interviews.

#### **Article VI Professional Development**

##### **D. New Teacher Developers**

Rewrite section B to match the following: The position of full-time New Teacher Developer (NTD) shall be created and will allow for one (1) NTD to work with up to 14 novices-(if the School Department employs at least 10 more fulltime NTDs than the three employed SY 2018-19 in a given school year, the caseload maximum for all NTDs may be increased to 17 for that year) and will be paid an additional 5% above their base annual salary. The work year for a full-time NTD will be 183 days, an additional 18 hours per year, and an additional 2.5 hours per week commencing on or about the second week in August through approximately June 15th, or when the NTD completes their work year, of each school year; however, full-time NTDs will be paid from September 1 through August 31 of each respective school year. All pay shall be retirement worthy. Full-time NTDs will be hired through a central hiring process. A team of three (3) members from the Boston Teachers Union and three (3) representatives from the Boston Public Schools will conduct the screening and selection of full-time NTDs.

NTDs shall be hired from the ranks of permanent teachers, and may serve in the position for no more than four (4) consecutive years. Those NTDs employed in SY18-19 can serve up to four (4) additional consecutive school years beginning SY 19-20.

Should the school department choose to hire a cohort of 10 or more full time NTDs in a single year, the parties agree to stagger the terms of service to ensure program continuity. Those hired in such a cohort may serve terms of three, four, or five years as determined by a process mutually agreeable to the BTU and BPS.

Rewrite section D to match the following: The parties hereby agree that all part-time NTD training will be conducted during the normal school day or as part of the additional hours outlined in section 3 above.

Add Section L. Professional Development for Librarians/Media Specialists



- Professional development for Library/Media Specialists may be offered on the first and second day of school (before students arrive) that Principals/Headmasters can opt to send them to.
- Library/Media Specialists will receive a minimum 10 hours of release time per year to attend off-site professional development in addition to regular PD hours. Principals/Headmasters can choose to do this on dates set in collaboration with the central office providing the PD, which may include the first and/or second day of school before students arrive.

**Delete Existing Article VI section H on p. 91 (Peer Assistant Language), and existing Appendix E (PAR Agreement) and replace with the following new section H:**

## H. Educator Supports Program (ESP)

### 1. Rationale

The Boston Teachers Union ("BTU") and the Boston School Committee ("BSC") agree that our students will be more likely to succeed with the guidance of a skilled teacher, and that thoughtfully supporting, evaluating, and retaining high-quality teachers is essential to providing a high-quality education. Working collaboratively, both parties hope to strengthen teaching and learning by providing support to veteran teachers who are struggling with some element of their practice, and by providing leadership roles to a rotating cadre of teachers. Furthermore, the parties hope to provide a central locus of support for all teachers, led by colleagues, which will connect teachers with high-quality professional development which meets their needs.

The continuation of the Peer Assistance and Review (PAR) sections of this agreement that involve evaluation shall be subject to the assent of both Parties, and either party may end those programs at the end of any school year with written notice to the other party. In that case, existing participants will be permitted to finish the process to its conclusion, and the Consulting Teachers (CTs) will continue in a non-evaluative role.

To accomplish these goals, the BTU and the BSC jointly agree to establish the Educator Supports Program (ESP).

### 2. Governance

There will be a joint labor-management panel to govern the program, called the ESP Panel. The ESP Panel shall be composed of nine (9) members: Four (4) appointed by the Boston Public Schools Superintendent ("Superintendent") and four (4) BTU members appointed by the BTU President, after consultation with each other, and one person selected from outside the school system agreed upon jointly by the BTU President and the Superintendent. The Chair of the ESP Panel shall alternate each school year between a BTU appointee and a Superintendent appointee. BTU members on the panel shall have added to their base salary in the first year of this agreement the sum enumerated in Article VIII F 6 as remuneration for service on the ESP panel. Percentage increases to base salary becoming effective after the first year shall be applied to this differential. It is the declared intention of the parties that this sum be deemed regular compensation for retirement purposes. The additional remuneration payable to BTU bargaining unit members hereunder shall be integral to their annual salary during their respective terms of service on the panel and shall be paid in equal, recurring installments along with salary over the course of each school year or part thereof during which the member serves on the panel. The added salary payable shall be available on a non-discriminatory basis to any BTU member appointed to serve on the panel. Terms will be staggered, and one union member and one administration member will rotate off each year.

The members of the existing PAR Panel will continue as members of the ESP Panel if they wish until their terms expire.

The ESP Panel shall meet regularly. It shall be the responsibility of the Chair to schedule the meetings. The ESP Panel will have responsibility for administering all aspects of the ESP program, including, but not limited to:

- Establishing operational procedures and norms, developing and revising all necessary documents
- Identifying necessary program supports
- Selecting Consulting Teachers ("CTs")
- Overseeing training of CTs
- Meeting with CTs periodically to receive reports
- Making decisions on who will participate in ESP
- Making personnel recommendations to the Superintendent based on evidence presented to the Panel at the end of a participating teacher's plan period, in the case of teachers who are participating in Peer Assistance and Review (PAR).

Decisions shall be made by majority vote, and a quorum of six (6) members must be present. The panel shall submit an annual report to the BTU and the Superintendent, which includes trends in the field, identified areas of need, program data, recommendations for adjustments to workload formula, and panel member attendance at meetings.

There will be one or two designated lead consulting teachers who will be selected by the panel who will have reduced caseload to allow for assisting with administration of the program.

### **3. Consulting Teachers**

#### **A. Employment and Compensation**

A minimum of 6 CTs shall be employed in each year of this contract and continuing. The CTs hired will represent a diverse set of experience, race, gender, level, subject area, etc. and shall have a particular and clearly defined set of qualifications and skills. CTs shall be hired from the ranks of permanent teachers, and may serve in the position for no more than four (4) years. CTs shall be compensated at their regular rate plus five (5) percent for two point five (2.5) additional hours of work per week. Upon leaving a position as a CT, no BTU member may take a position as an administrator in the Boston Public Schools for one year. Those members currently employed as Peer Assistants and Consulting Teachers shall be among the first cohort, and their term shall include time previously served in the position. Existing PAs who do not wish to serve as an evaluator will not be required to offer PAR services.

- 1) Rights to a Position: If the term-limited CT does not secure a position after the fourth year of service, the term limits will be waived for one additional year provided the president of the Union and the Superintendent so agree. If they do not agree, the ESP Panel will decide whether to waive the term limits.

#### **B. Services Provided**

Consulting Teachers will provide intensive support, mentoring, observation, demonstration, coaching and in some cases evaluation of teachers in the following categories:

- 1) Third year Provisional Teachers who have been rated overall Needs Improvement at the end of their second year may choose Peer Assistance support from a CT;
- 2) Permanent Teachers who have been rated overall Needs Improvement or Unsatisfactory by their evaluator, may choose Peer Assistance support from a CT, and;
- 3) Permanent Teachers who have been rated overall Needs Improvement or Unsatisfactory by their evaluator, may choose Peer Assistance and Review support and evaluation from a CT..

In addition, if space is available, CTs will provide Peer Assistance support to permanent teachers who have been rated Needs Improvement or Unsatisfactory in one or more Standards, but are rated Proficient overall.

Finally, the program will serve as a hub for all teachers in need of support, and will respond to any teacher who desires support, and endeavor to connect such teachers to the appropriate Professional Development or department to meet their needs.

CTs will be paired where possible by content area, subject area, and grade level with colleagues on their caseload.

#### C. Caseload

Consulting Teachers shall work with a weighted caseload equivalent to not more than 12 teachers, and shall reserve 10% of their time to work on system-wide support and connection opportunities for all teachers, including, but not limited to, creating professional development, attending district meetings, facilitating workshops, or developing resources. Teachers receiving support shall be weighted as follows for purposes of calculating a caseload:

- Teachers receiving Peer Assistance and Review: 1.2
- Permanent teachers receiving Peer Assistance: 1.0
- Teachers rated NI or U in a standard: 0.5
- Lead CTs shall have a caseload limit of 10

These caseload weights will be examined and adjusted as needed on an annual basis by the ESP Panel.

#### **4. Peer Assistance**

Permanent teachers and provisional teachers in their third year who have received an overall rating of Needs Improvement or Unsatisfactory and been placed on a Directed Growth or Improvement plan will be assigned a CT. After their initial meeting with the CT, they may opt into the Peer Assistance (PA) Program. The teacher will be informed whether there is space in the PA Program. During the plan, the CT will visit the teacher regularly and provide support, which may consist of observing, modeling, coaching, or any other support the CT and the teacher deem necessary.

The Peer Assistance program is designed and intended to help teachers in need, and the Peer Assistance program will be separate from the performance evaluation of teachers.

#### **5. Peer Assistance and Review**

A. Permanent teachers who have received an overall rating of Needs Improvement or Unsatisfactory will be assigned a CT. After their initial meeting with the CT, they may opt into the PAR Program if they are found to be eligible. The teacher will be informed whether there is space in the PAR Program, and the CT

will be designated the primary evaluator. An initial three-way meeting between the teacher, the evaluator, and the CT shall take place, and the group will review the goals and any prescriptions.

**B. Eligibility**

Permanent teachers and provisional teachers at the end of their third year whose last rating was needs improvement or unsatisfactory and are placed on a Directed Growth Plan may be eligible for PAR. This shall not impact the district's authority to make renewal and non-renewal decisions.

Educators who receive an overall rating of Needs Improvement or Unsatisfactory shall have their plan length designated in writing within one calendar month of issuance. For educators who receive their overall rating in May or June, the new plan length shall be designated on or before the last day of school.

If the new plan length is not decided within those parameters, a Directed Growth Plan will have a default length of six calendar months excluding July and August, and will be eligible to enter PAR. [For example, a teacher who receives an overall rating of NI on June 1 and no plan length is designated on or before the last day of school will be placed on a DGP which will end six calendar months from the date of goal approval.]

If the new plan length is not decided within those parameters, an Improvement Plan will have a default length of five calendar months excluding July and August, and will not be eligible to enter PAR. [For example, a teacher who receives an overall rating of Unsatisfactory on April 15 and no plan length is designated on or before May 15 will be placed on an Improvement Plan that shall end five calendar months from the date of goal approval.]

C. During the plan, the CT will visit the teacher regularly and provide support, which may consist of observing, modeling, coaching, or any other support the CT and the teacher deem necessary. The principal/headmaster may continue observing and providing support as a secondary evaluator. At least two other three-way meetings must occur over the course of the plan (at least one month between each), and after each, the CT and school-based evaluator will issue a brief update (if there is a discrepancy between school-based evaluator and CT; or if both agree that the teacher is not making adequate progress) to the ESP Panel. The final three-way meeting must occur at least one month before the scheduled end of the plan.

D. At the end of the plan, the CT will issue a summative evaluation with an overall rating. The ESP Panel will convene within one month to review the evidence provided by the CT, the principal/headmaster, and the teacher and make a recommendation to the Superintendent whether to place the teacher on a Self-Directed Growth Plan, an Improvement Plan or a Directed Growth Plan (in the case of a teacher who began the program on an Improvement Plan), in which case the PAR program may continue, or to dismiss or non-renew the teacher.

**6. Professional Development**

Consulting Teachers shall receive training before beginning their work as a CT and on an ongoing basis, and the development of training shall be up to the ESP Panel.

New Article VIII F 6

**6. ESP Panel Differential**

2018-19	2019-20	2020-21	2018-19
\$3,172 x COLA	18-19 amount x COLA	etc.	etc.

**Article VII Working Conditions**

**D. School Construction and Repair**

Add to 1. "including but not limited to heating and cooling, sensory rooms, and common spaces."

**Article VIII Compensation and Benefits**

Amend A 2 (c) as follows:

**Professional Service Credit**

Paraprofessionals and ABA Specialists who have become or do become teachers in the Boston School system shall receive one year of salary credit for every three years worked as a Boston Public School paraprofessional or ABA Specialist, up to a maximum of three (3) years for salary credit. For salary purposes one hundred twenty days (120) shall be the basis for computing one school year.

Amend Section G, Sub-section 2 to add the following sentence:

Starting with the 2019-20 school year, and for the life of the contract (2018-2021),-BPS will establish a budget not to exceed \$25,000 to begin to adjust Athletic Coach salaries for increased pay equity between Athletic Coaches.

Amend Article VIII D 5 (c) to add:

(c) Juris Doctorate: BPS agrees to ascertain the number of current teachers with JDs to determine the most appropriate way to compensate them for their education.

Amend Section O as follows:

Health and welfare per person payments will not increase with wage increases for FY19 and FY20. For FY21, payments will increase with the FY21 wage increase percent.

Amend Section Q 3 (c) by striking the paragraph that starts with "Up to thirty (30) days" and replacing it the following language:

Up to thirty days of accumulated sick leave in each school year may be used for family illness. Effective 9/1/2019, up to forty (40) days of accumulated sick leave in each school year may be used for adopting a child, except that if the child is under 24 months of age the adoptive parent(s) may use up to sixty (60) days. Additional leave for these purposes is subject to the approval to the Director of Human Resources.

**(h) Maternity and Child Care Leave**

Any teacher who becomes pregnant shall give the Superintendent and their principal headmaster or immediate superior immediate notice of the pregnancy and the expected date of delivery.

Any teacher shall be eligible to use accumulated sick leave for disability caused by pregnancy or childbirth and recovery thereof. The certificate or statement of a doctor that such teacher was not in fit condition for service shall be necessary following an absence of six or more successive school days under sick leave.

Any teacher who is pregnant shall, upon request, be given a maternity leave of absence without pay; provided, that a teacher shall be eligible to use accumulated sick leave for such portion of the maternity leave of absence for which their physician certifies that the educator was not in fit condition for service due to disability caused by pregnancy or childbirth and recovery thereof.

No pregnant teacher shall be permitted to work later than the date recommended by their physician.

The pregnant teacher shall notify their principal, headmaster, or immediate superior no less than two weeks before the anticipated date of departure of the day that the leave will begin.

The teacher, after delivery or if the pregnancy is of shorter duration than expected, may be permitted by the Superintendent to return to work at any time. Said teacher shall, however, be permitted to return to work upon notifying, in writing, no less than two weeks in advance of their return, the Superintendent and their principal, headmaster or immediate superior. The Superintendent may require the certificate or statement of a doctor that such teacher is in fit condition for service.

No maternity leave of absence combined with any sick leave for disability caused by pregnancy or childbirth and recovery thereof shall exceed eighteen months, except in accordance with the next paragraph.

If, before the expiration or termination of an absence under sick leave for disability caused by pregnancy or childbirth or recovery thereof, or a maternity leave of absence, a teacher shall become newly pregnant, the absence for the prior pregnancy shall immediately terminate and the teacher shall be subject anew to this leave of absence.

A non-birthing parent teacher who wishes leave without pay to care for a child after the birthing parent will have recovered from pregnancy, must first have given the Superintendent and their headmaster, principal or director notification in writing, at least three months prior to the time they expects to be absent that they will take such leave and its expected duration. No less than two weeks before actual departure, they will notify the Superintendent and his headmaster, principal or director in writing of the day that the leave will begin.

The teacher may be permitted to return to work before termination of the leave, upon notification given two weeks in advance to the Superintendent and to their headmaster, principal or director. The teacher shall send the Superintendent a copy of the birth certificate within fifteen days of birth.

The duration of the leave, all of which is unpaid, shall not extend beyond eighteen months.

If, before expiration of the leave, the teacher learns that that they will again become a parent, they may terminate the first leave of absence and arrange for a new one for a period up to eighteen months.

Amend Section Q

Add Sub-Section 9 as follows:

If a teacher or paraprofessional is AWOL for more than 15 days, this constitutes just cause for termination.

Amend Section G, Sub-section 14 as follows:

14. Language Acquisition Team Facilitator (LATF)

Replace existing language with the following:

- o The Language Acquisition Team Facilitator (LATF) at all schools at the elementary level shall be granted an extracurricular payment of \$300 per every 25 English Learners at their school to complete

Language Assessment related duties. This will be the amount for school year 19-20 FY20 and be eligible for annual wage increases thereafter.

- o At the middle and high school levels, the LATF shall be allowed two (2) administrative periods to perform these duties.

**Article IX Collective Bargaining, Subsection (C) Privileges**

Strike sub-sections 2 and 3 [and renumber accordingly] and replace with:

**Article 9(C)(2): Payroll Deductions for Union Dues**

The Union shall secure authorizations for payroll deductions for Union dues and shall provide electronic copies of such authorizations to the Committee's Chief Human Capital Officer or their designee. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than 30 days after such deduction was made.

Upon request by the Union, the School Committee shall, to the extent allowed by law, provide the Union with the name, employee identification number, and assignment of any employee from whom it has received a written request to revoke dues deductions.

**Paraprofessionals Contract**

**Article II Working Conditions**

**Article II A**

**7. Para Evaluation**

Revise existing language as follows:

Paras will be evaluated during this Agreement. The building administrator outside of the bargaining unit or his/her designee will be responsible for the evaluation. Evaluation procedures shall be the subject of continuing negotiation.

Effective, 9/1/19, the BPS and BTU agree to form a joint subcommittee that will revise the process for evaluating paraprofessionals and job descriptions.

**Article II A**

**Add 18. Paraprofessional Mentoring Program**

Add the following language: The parties agree to pilot a paraprofessional mentoring program for SY 2019-2020. At the conclusion of that school year, the program may continue solely by the express written agreement of both parties. When a paraprofessional receives an overall rating of "Does Not Meet Standards" on a performance evaluation, the evaluator will provide the para with a list of colleague mentors who have been rated "Meets or Exceeds Standards" for at least 10 years and have received training. The para can reach out to a mentor to provide guidance on their practice.

Training will initially be provided to a cadre of ten (10) paraprofessional mentors, which may include recently retired paras, about the performance evaluation system for paras. Those paras who provide support will receive a stipend of \$1,500.

**Add 19. Professional Development for Library Paraprofessionals**

Professional development for Library Paraprofessionals may be offered on the first and second day of school (before students arrive) that Principals/Headmasters can opt to send them to. Library Paraprofessionals will receive a minimum 10 hours of release time per year to attend off-site professional development in addition to regular PD hours. Principals/Headmasters can choose to do this on dates set in collaboration with the central office providing the PD, which may include the first and/or second day of school before students arrive.

Article II B.

1. Establishment of Seniority

Revise existing language in two areas as follows: Seniority shall be based on length of service as a para in the system. Seniority shall be measured from the first day of such employment after completion of a probationary period of sixty (60) school days.

Article II B.

4. Recall

Revise existing language as follows: A para on layoff status shall be recalled by system-wide seniority to a vacancy in a position for which the para is qualified in position categories 1, 4, and 6-9.

Article II B

5. Staffing and Transfer

Add between second and third paragraphs: Beginning in school-year 2020-2021, if a Community Field Coordinator, One-to-One paraprofessional, Coverage paraprofessional, Surround Care paraprofessional, Library paraprofessional, or Security paraprofessional is exceeded from their position, they may opt into the Excess Pool indicating their intent to obtain a basic paraprofessional position.

- If they do not attend the Excess Pool, they must indicate their interest in obtaining a basic paraprofessional vacancy by July 15.
- If they do indicate their interest in a basic paraprofessional position, they will be included at the bottom of the seniority list and may select from the remaining vacancies.
- If they do not indicate their interest by July 15, they will be laid off from BPS.

Article II C.

1. Miscellaneous

Insert between 1st and 2nd bullet as new 2nd bullet: 2) Position category 5 if and only if those positions are offered to paraprofessionals exceeded from Category 5 during the Transfer period and Excess Pool. If the paraprofessionals who are exceeded from Category 5 are not assigned to these positions through the Transfer period or Excess Pool, the positions will be posted.

Add Article II D.

1. Paraprofessional Professional Development

Add the following language: Professional development for paras may be offered on the first and second day of school (before students arrive) that principals can opt to send paras to.

**Article III Compensation and Benefits**

Article III E



Paraprofessional compensation:

Before calculating the first pay period for the 2019-20 school year wage increase, add \$1.00 to each step and lane of the "Basic Paraprofessional Rate" and the "Security, Library, Surround Care and 1 to 1" Para Rate

Effective the first pay period of the 19-20 school year, add one step (2.2% increase) beyond Step 4 for all paraprofessionals.

Article III O.

6. Sick Leave

Revise existing language in two areas as follows: Commencing with the first year of service (following a sixty (60) day probationary period) and annually thereafter, each September, fifteen (15) days of sick leave shall be granted to each paraprofessional in actual service on or before October 1<sup>st</sup> of that school year.

#### **Article IV Collective Bargaining**

Article IV C Privileges

Replace Sub-sections 1 and 2 and replace with:

1: Payroll Deductions for Union Dues

The Union shall secure authorizations for payroll deductions for Union dues and shall provide electronic copies of such authorizations to the Committee's Chief Human Capital Officer or their designee. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than 30 days after such deduction was made.

Upon request by the Union, the School Committee shall, to the extent allowed by law, provide the Union with the name, employee identification number, and assignment of any employee from whom it has received a written request to revoke dues deductions.

### **c. Substitutes Contract**

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

Article I. G. 3

Replace with: A cluster/building substitute teacher is any person with proper qualifications (including, but not limited to a satisfactory performance evaluation as a long term substitute teacher in a prior year) who is assigned to either: 1) a cluster office for a full year to rotate in the various cluster schools, as needed, on a daily basis; or 2) an individual school for a full year.

Article I. G. 3

Cluster Sub/Building Sub Language:

Unless otherwise noted above, change all references from "cluster substitutes" to "cluster/building substitutes" in the Substitute Contract.

#### **Article III Compensation and Benefits**

Article III. A.

1. General

Add the following language: Cluster subs shall be paid on a 22 pay cycle per year.

**Adjust salary schedule to reflect the following effective 2019-2020: Subject to wage increases for all bargaining units.**

	<b>SUBT1</b>	<b>SUBT2</b>	<b>SUBT3</b>	<b>REG</b>
<b>Hours</b>	<i>Per diem</i>	<i>Long term (short)</i>	<i>Long term (long)</i>	<i>Cluster Sub</i>
6:00-6:39	\$148.68	\$165.40	\$299.27	\$181.01
6:40-7:09	\$160.68	\$177.40	\$311.27	\$193.01
7:10 +	\$165.68	\$182.40	\$316.27	\$198.01

- o Substitutes who worked 120 days or more during the school-year 18-19 in a schedule A school will be compensated a retroactive payment of \$500.

E. Per Diem Substitute Bonus  
 Increase bonus by \$250.

**Article IV A Payroll Deduction for Union Dues or Agency Service Fee**

Strike this paragraph and replace with the following:

The Union shall secure authorizations for payroll deductions for Union dues and shall provide electronic copies of such authorizations to the Committee's Chief Human Capital Officer or their designee. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than 30 days after such deduction was made.

Upon request by the Union, the School Committee shall, to the extent allowed by law, provide the Union with the name, employee identification number, and assignment of any employee from whom it has received a written request to revoke dues deductions.

**d. ABA Contract**

**Article II Working Conditions**

Section 6 (pg 172) revise with the following language: ABA Specialist Performance Evaluation  
 A joint committee shall be established to develop an evaluation system and rubric for ABA Specialists. The committee shall present its system to both parties for ratification by June 30, 2019. If an agreement is not reached, the data collection and behavior support parts of BPS's proposal will move forward.

Section 10 (add after second paragraph pg 172)  
 If an ABA Specialist has concerns about the groupings of their students, she or he may request a meeting with their Program Director or direct supervisor who will meet with them to discuss their concerns.

**Article III Compensation and Benefits**

New: Insert two new sections after E and before F (pg 175)  
 - Step Placement

ABAs who have worked a total of at least 120 days in the prior school year will advance one step on the salary schedule, to the maximum, at the beginning of each school year following their date of hire. Time worked as an ABA Specialist, or as a member of the BTU paraprofessional bargaining unit in the Boston Public Schools shall count towards satisfaction of the 120-day service requirement.

- ABA BCBA: Effective 9/1/19, an educational differential will be granted in the amount of \$1,500 for ABA Specialists who obtain a BCBA or BCaBA credential, indexed to wages.

Section D - Replace with the following: ABA Work Year /Professional Development Hours (pg 174)

The work year for all 190-day ABA Specialists shall consist of the 180 days that all students are present, the 2 days teachers and paraprofessionals are present prior to the arrival of students, and a total of 8 days of preparation, school year closeout, and professional development, for a total work year of 190 days.

The eight (8) days of preparation, school year closeout, and professional development shall be scheduled on the three work days immediately prior to teachers and paras reporting to work, the first work day following the New Year's Day holiday, and the four workdays immediately succeeding the dismissal of students in June.

190-day ABA specialists shall not be required to work ESY. ESY assignments shall annually be made in seniority order from among those ABA Specialists who are hired to work as ABA Specialists during the ESY. No contractors may be hired for ESY prior to the hiring of all ABA Specialists hired prior to 9/13/17 who wish to work ESY in a given year.

ABA Specialists shall receive 13 paid holidays taken on the officially designated days.

215-day ABA Specialists will work a schedule consisting of the 190 days common to all ABA Specialists and an additional twenty-five (25) days for the extended school year (ESY).

Each year, any 215-day ABA Specialist wishing to convert to 190 days shall indicate prior to June 30 whether he or she wishes to convert to 190 days and not be required to work the twenty-five (25) day extended school year (ESY) during the summer of the following school year (if requested to change from 215 to 190 on 6/30/19, the change will go into effect for the 19-20 school year and the ABA Specialist will be required to work the 2019 summer but not required to work the 2020 summer)

Once an ABA Specialist opts to move to the 190 day work year, they cannot return to the 215 day work year.

#### **Article IV Collective Bargaining, Subsection (C) Privileges**

Article IV 1 - 2: Strike sub-sections 1 and 2 and replace with:

##### **1. Payroll Deductions for Union Dues**

The Union shall secure authorizations for payroll deductions for Union dues and shall provide electronic copies of such authorizations to the Committee's Chief Human Capital Officer or their designee. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Union Treasurer no later than 30 days after such deduction was made.

Upon request by the Union, the School Committee shall, to the extent allowed by law, provide the Union with the name, employee identification number, and assignment of any employee from whom it has received a written request to revoke dues deductions.

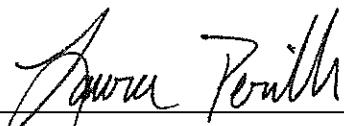
5. Miscellaneous: The parties will work together to remove outdated and/or unnecessary language from the contract.

6. Side Letters of Agreement: The parties have agreed to a memorandum of understanding to establish a working group on inclusion, a memorandum of shared values to meet and discuss equitable access for student opportunities.

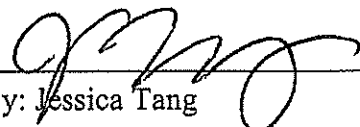
7. Ratification: This tentative agreement is subject to ratification by the membership of the Boston Teachers Union and the School Committee of the City of Boston. It is also subject to the funding of cost items by the Boston City Council in accordance with G.L. c. 150E §7(b). If the agreement fails of ratification by the Union or the School Committee, or if the funding of its first year's cost items is rejected by the City Council, it shall be returned to the parties for further bargaining.

BOSTON PUBLIC SCHOOLS,

BOSTON TEACHERS UNION,

  
\_\_\_\_\_  
By: Laura Perille  
Interim Superintendent

Dated: May 30, 2019

  
\_\_\_\_\_  
By: Jessica Tang  
President

Dated: May 30, 2019

Attachments

F:\BTU\ContractNegotiations2018\misc\2019\MOA-DRAFT.docx

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BOSTON, BOSTON PUBLIC SCHOOLS  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT, AFL-CIO**

**MAY 2019**

**The purpose of this Memorandum of Understanding (MOU) is to establish a framework for collaboration between the City of Boston, Boston Public Schools (BPS), and the Boston Teachers Union (BTU) to address the equity and quality of inclusive programs and practices within the Boston Public Schools. The City of Boston, BPS and the BTU are committed to improving educational access and outcomes for students with disabilities through a collaborative network of stakeholders representing a variety of perspectives. The BPS and the BTU share a common goal of educating ourselves and others about the evidence-based benefits and best practices of inclusive education. In furtherance of this goal, the BPS and BTU recognize that they must work collaboratively with each other and community stakeholders to create a shared vision for inclusion.**

**This MOU defines, in general terms, the basis on which the BPS and BTU will work in an expedited manner together along with community stakeholders to improve and expand inclusive practices within the Boston Public Schools.**

**Section 1: Establishment of an Inclusion Working Group: The BPS Supt. and BTU President will establish a working group that will be made up of BTU members, administrators, school leaders, parents, students and other key stakeholders. The BPS Supt. Designate and BTU President shall jointly select appropriate individuals to serve on the working group before June 14, 2019. The working group will establish such committees as necessary to accomplish its mission and objectives. The School Department will prioritize to the best of its ability, the data requests of the working group and will respond in a timely fashion.**

**Section 2: Charge of the Inclusion Working Group: The working group shall convene as soon as possible but no later than July 5, 2019 and as frequently as possible to make initial recommendations for the 2019-2020 school year. During the school year, the Inclusion Working Group shall meet no less than once a month. Moving forward, the working group is charged with reviewing inclusive practices in the Boston Public Schools, i.e., gathering data about best-practices for inclusion programming/inclusive practices, researching**

**solutions to identified issues that will improve student outcomes, and making recommendations to improve inclusive programs and practices within the Boston Public Schools.**

**Section 3: Mission and Objectives of the Inclusion Working Group: The working group shall make recommendations for immediate and long term solutions that will support evidence-based best practices for inclusion programming by reviewing current inclusion programming within the Boston Public Schools, gathering relevant data and research to identify problems in inclusion programming, and researching state and national evidence-based best practices for inclusion programming. The functions of the working group will be advisory and shall include, but are not limited to, making recommendations to meet the following objectives:**

- Increase authentic, evidence-based and well-supported inclusive practices;**
- Provide research-based academic, social-emotional and behavioral supports to inclusion classrooms that are based on individual student need;**
- Provide research-based teacher and administrator professional development to improve inclusive practices;**
- Structure inclusion classrooms and school communities to meet the needs of each and every student;**
- Collaborate and communicate with parents and school communities to better support inclusive practices;**

**Section 4: Considerations: The working group will consider the following when making its recommendations:**

- (1) the requirement that all inclusion classrooms are staffed with more than one staff member;**
- (2) restrictions on the number of certifications a teacher may be required to hold/use in certain classroom settings including any practice where one educator provides multiple types of direct services to students at one time; and**
- (3) Adequate time for educators to both provide services for students and adequate time to complete paperwork and other special education related duties (for example, time previously known as SEIMS, for inclusion teachers to attend PD, attend meetings and complete testing and consulting.)**

**Section 5: Inclusion Resources: The City of Boston is committed to providing additional resources to support and maintain improvements for inclusion programs within the Boston Public Schools by the 2019-2020 school year or as soon as possible thereafter. As part of this commitment, the City of Boston will continue to advocate at both the state and federal government as well as philanthropic or other sources for additional resources and support**

**to meet the needs of all Boston Public School students.**

**Section 6: Term: The term of this MOU is from the date of the approval of the MOU by all parties through June 30, 2021, including any extensions agreed to in writing by the parties.**

**MEMORANDUM OF SHARED VALUES  
BETWEEN  
THE BOSTON PUBLIC SCHOOLS  
AND  
THE BOSTON TEACHERS UNION, LOCAL 66, AFT, AFL-CIO**

**MAY 2019**

The Boston School Committee (BSC) and the Boston Teachers Union (BTU) are committed to ensuring that the Boston Public Schools provide equal opportunity and access to all Boston Public School students so that each and every individual student has an educational environment unimpeded by bias or discrimination where individuals of all backgrounds and experience can succeed and flourish. Moreover, the BSC and BTU are committed to providing a school climate that empowers our students and reflects the cultural, racial, ethnic, and linguistic diversity of its student body.

In furtherance of these commitments, beginning in the school year 2019-2020, the BSC and BTU will meet and discuss equitable access for Boston Public Schools students to culturally relevant learning opportunities including ethnic studies; athletics, the arts, and extra-curricular activities; social services; post-secondary support and planning; and optimum learning environments which includes but is not limited to, 21st century technology, and culturally and linguistically sustaining curricular materials, including dual-language curriculum.



**This document contains Part I and Part II of Appendix A to the MOA.**

**Appendix A to the MOA- Part I**

***Delete Existing Article VI section H on p. 91 (Peer Assistant Language), and existing Appendix E (PAR Agreement) and replace with the following new section H:***

**H. Educator Supports Program (ESP)**

**1. Rationale**

The Boston Teachers Union (“BTU”) and the Boston School Committee (“BSC”) agree that our students will be more likely to succeed with the guidance of a skilled teacher, and that thoughtfully supporting, evaluating, and retaining high-quality teachers is essential to providing a high-quality education. Working collaboratively, both parties hope to strengthen teaching and learning by providing support to veteran teachers who are struggling with some element of their practice, and by providing leadership roles to a rotating cadre of teachers. Furthermore, the parties hope to provide a central locus of support for all teachers, led by colleagues, which will connect teachers with high-quality professional development which meets their needs.

The continuation of the Peer Assistance and Review (PAR) sections of this agreement that involve evaluation shall be subject to the assent of both Parties, and either party may end those programs at the end of any school year with written notice to the other party. In that case, existing participants will be permitted to finish the process to its conclusion, and the Consulting Teachers (CTs) will continue in a non-evaluative role.

To accomplish these goals, the BTU and the BSC jointly agree to establish the Educator Supports Program (ESP).

**2. Governance**

There will be a joint labor-management panel to govern the program, called the ESP Panel. The ESP Panel shall be composed of nine (9) members: Four (4) appointed by the Boston Public Schools Superintendent (“Superintendent”) and four (4) BTU members appointed by the BTU President, after consultation with each other, and one person selected from outside the school system agreed upon jointly by the BTU President and the Superintendent. The Chair of the ESP Panel shall alternate each school year between a BTU appointee and a Superintendent appointee. BTU members on the panel shall have added to their base salary in the first year of this agreement the sum enumerated in Article VIII F 6 as remuneration for service on the ESP panel. Percentage increases to base salary becoming effective after the first year shall be applied to this differential. It is the declared intention of the parties that this sum be deemed regular compensation for retirement purposes. The additional remuneration payable to BTU bargaining unit members hereunder shall be integral to their annual salary during their respective terms of service on the panel and shall be paid in equal, recurring installments along with salary over the course of each school year or part thereof during which the member serves on the panel. The added salary payable shall be available on a non-discriminatory basis to any BTU member appointed to serve on the panel. Terms will be staggered, and one union member and one administration member will rotate off each year.

The members of the existing PAR Panel will continue as members of the ESP Panel if they wish until their terms expire.

The ESP Panel shall meet regularly. It shall be the responsibility of the Chair to schedule the meetings. The ESP Panel will have responsibility for administering all aspects of the ESP program, including, but not limited to:

- Establishing operational procedures and norms, developing and revising all necessary documents
- Identifying necessary program supports
- Selecting Consulting Teachers (“CTs”)
- Overseeing training of CTs
- Meeting with CTs periodically to receive reports
- Making decisions on who will participate in ESP
- Making personnel recommendations to the Superintendent based on evidence presented to the Panel at the end of a participating teacher’s plan period, in the case of teachers who are participating in Peer Assistance and Review (PAR).

Decisions shall be made by majority vote, and a quorum of six (6) members must be present. The panel shall submit an annual report to the BTU and the Superintendent, which includes trends in the field, identified areas of need, program data, recommendations for adjustments to workload formula, and panel member attendance at meetings.

There will be one or two designated lead consulting teachers who will be selected by the panel who will have reduced caseload to allow for assisting with administration of the program.

### **3. Consulting Teachers**

#### **A. Employment and Compensation**

A minimum of 6 CTs shall be employed in each year of this contract and continuing. The CTs hired will represent a diverse set of experience, race, gender, level, subject area, etc. and shall have a particular and clearly defined set of qualifications and skills. CTs shall be hired from the ranks of permanent teachers, and may serve in the position for no more than four (4) years. CTs shall be compensated at their regular rate plus five (5) percent for two point five (2.5) additional hours of work per week. Upon leaving a position as a CT, no BTU member may take a position as an administrator in the Boston Public Schools for one year. Those members currently employed as Peer Assistants and Consulting Teachers shall be among the first cohort, and their term shall include time previously served in the position. Existing PAs who do not wish to serve as an evaluator will not be required to offer PAR services.

- 1) Rights to a Position: If the term-limited CT does not secure a position after the fourth year of service, the term limits will be waived for one additional year provided the president of the Union and the Superintendent so agree. If they do not agree, the ESP Panel will decide whether to waive the term limits.

## B. Services Provided

Consulting Teachers will provide intensive support, mentoring, observation, demonstration, coaching and in some cases evaluation of teachers in the following categories:

- 1) Third year Provisional Teachers who have been rated overall Needs Improvement at the end of their second year may choose Peer Assistance support from a CT;
- 2) Permanent Teachers who have been rated overall Needs Improvement or Unsatisfactory by their evaluator, may choose Peer Assistance support from a CT, and;
- 3) Permanent Teachers who have been rated overall Needs Improvement or Unsatisfactory by their evaluator, may choose Peer Assistance and Review support and evaluation from a CT..

In addition, if space is available, CTs will provide Peer Assistance support to permanent teachers who have been rated Needs Improvement or Unsatisfactory in one or more Standards, but are rated Proficient overall.

Finally, the program will serve as a hub for all teachers in need of support, and will respond to any teacher who desires support, and endeavor to connect such teachers to the appropriate Professional Development or department to meet their needs.

CTs will be paired where possible by content area, subject area, and grade level with colleagues on their caseload.

## C. Caseload

Consulting Teachers shall work with a weighted caseload equivalent to not more than 12 teachers, and shall reserve 10% of their time to work on system-wide support and connection opportunities for all teachers, including, but not limited to, creating professional development, attending district meetings, facilitating workshops, or developing resources. Teachers receiving support shall be weighted as follows for purposes of calculating a caseload:

- Teachers receiving Peer Assistance and Review: 1.2
- Permanent teachers receiving Peer Assistance: 1.0
- Teachers rated NI or U in a standard: 0.5
- Lead CTs shall have a caseload limit of 10

These caseload weights will be examined and adjusted as needed on an annual basis by the ESP Panel.

## 4. **Peer Assistance**

Permanent teachers and provisional teachers in their third year who have received an overall rating of Needs Improvement or Unsatisfactory and been placed on a Directed Growth or Improvement plan will be assigned a CT. After their initial meeting with the CT, they may opt into the Peer Assistance (PA) Program. The teacher will be informed whether there is space in the PA Program. During the plan, the CT will visit the teacher regularly and provide support, which may consist of observing, modeling, coaching, or any other support the CT and the teacher deem necessary.

The Peer Assistance program is designed and intended to help teachers in need, and the Peer Assistance program will be separate from the performance evaluation of teachers.

#### **5. Peer Assistance and Review**

A. Permanent teachers who have received an overall rating of Needs Improvement or Unsatisfactory will be assigned a CT. After their initial meeting with the CT, they may opt into the PAR Program if they are found to be eligible. The teacher will be informed whether there is space in the PAR Program, and the CT will be designated the primary evaluator. An initial three-way meeting between the teacher, the evaluator, and the CT shall take place, and the group will review the goals and any prescriptions.

#### **B. Eligibility**

Permanent teachers and provisional teachers at the end of their third year whose last rating was needs improvement or unsatisfactory and are placed on a Directed Growth Plan may be eligible for PAR. This shall not impact the district's authority to make renewal and non-renewal decisions.

Educators who receive an overall rating of Needs Improvement or Unsatisfactory shall have their plan length designated in writing within one calendar month of issuance. For educators who receive their overall rating in May or June, the new plan length shall be designated on or before the last day of school.

If the new plan length is not decided within those parameters, a Directed Growth Plan will have a default length of six calendar months excluding July and August, and will be eligible to enter PAR. [For example, a teacher who receives an overall rating of NI on June 1 and no plan length is designated on or before the last day of school will be placed on a DGP which will end six calendar months from the date of goal approval.]

If the new plan length is not decided within those parameters, an Improvement Plan will have a default length of five calendar months excluding July and August, and will not be eligible to enter PAR. [For example, a teacher who receives an overall rating of Unsatisfactory on April 15 and no plan length is designated on or before May 15 will be placed on an Improvement Plan that shall end five calendar months from the date of goal approval.]

C. During the plan, the CT will visit the teacher regularly and provide support, which may consist of observing, modeling, coaching, or any other support the CT and the teacher deem necessary. The principal/headmaster may continue observing and providing support as a secondary evaluator. At least two other three-way meetings must occur over the course of the plan (at least one month between each), and after each, the CT and school-based evaluator will issue a brief update (if there is a discrepancy between school-based evaluator and CT; or if both agree that the teacher is not making adequate progress) to the ESP Panel. The final three-way meeting must occur at least one month before the scheduled end of the plan.

D. At the end of the plan, the CT will issue a summative evaluation with an overall rating. The ESP Panel will convene within one month to review the evidence provided by the CT, the

principal/headmaster, and the teacher and make a recommendation to the Superintendent whether to place the teacher on a Self-Directed Growth Plan, an Improvement Plan or a Directed Growth Plan (in the case of a teacher who began the program on an Improvement Plan), in which case the PAR program may continue, or to dismiss or non-renew the teacher.

**6. Professional Development**

Consulting Teachers shall receive training before beginning their work as a CT and on an ongoing basis, and the development of training shall be up to the ESP Panel.

New Article VIII F 6

**6. ESP Panel Differential**

2018-19	2019-20	2020-21	2018-19
\$3,172 x COLA 18-19 amount x COLA etc.			etc.

Appendix A to the MOA Part II - Performance Evaluation

Eliminate pages 55-57 (old eval language) and modify existing Article V F 1 (pp. 58-76) as follows:

**F. Performance Evaluation, ~~effective 9/1/12~~**

**1. Purpose of Educator Evaluation**

The parties agree that the evaluation process should be fair, transparent and humane for all educators.

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.

The regulatory purposes of evaluation are:

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);

To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

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

To assure effective teaching and administrative leadership, 35.01(3).

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

**\*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.

**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.

**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.

**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).

~~**\*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.~~

**\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

**\*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:

**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.

**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.

**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.

**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.

**\*ESE:** The Massachusetts Department of Elementary and Secondary Education.

**\*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”).

**\*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.

**Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.

**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.

**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.

**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.

**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.

**\*Experienced Educator:** An educator with Professional Teacher Status (PTS).

**\*Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.

**\*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.

**\*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.

**\*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.

**\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

**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.

**\*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.

**Parties:** The parties to this agreement are the ~~local school committee~~ Boston School Committee and the ~~employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”)~~ Boston Teachers Union.

**\*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.

**\*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.

**\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

~~**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.~~

**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:

**Standard 1: Curriculum, Planning and Assessment**

**Standard 2: Teaching All Students**

**Standard 3: Family and Community Engagement**

**Standard 4: Professional Culture**

**Attainment of Professional Practice Goal(s)**

**Attainment of Student Learning Goal(s)**

**Role-Specific Indicators:** Interpretive guidance about applying the Teacher or Specialized Instructional Support Personnel rubric for specific roles with specialized skills, knowledge, and responsibilities. They do not replace the rubric language but assist in interpreting the rubric for specific employees including but not limited to Librarians, Nurses, Counselors, and certain Related Service Providers. In some cases, *supplemental* rubric language may be provided (e.g., Role-Specific Indicators for School Counselors).

**\*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:

**Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03

**Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03

**Elements:** Defines the individual components under each indicator

**Descriptors:** Describes practice at four levels of performance for each element

**\*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.

**\*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.

**\*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.

**\*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.

**3. Evidence Used In Evaluation**

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

**Multiple measures of student learning, growth, and achievement, which shall include:**

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;

~~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.

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.

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.

**Judgments based on observations and artifacts of practice including:**

Unannounced observations of practice of any duration.

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.

Examination of Educator work products.

Examination of student work samples.

**Evidence relevant to one or more Performance Standards, including but not limited to:**

Evidence compiled and presented by the Educator, including:

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;

Evidence of active outreach to and engagement with families;

Evidence of progress towards professional practice goal(s);

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.

The parties agree that Role-Specific Indicators approved jointly by BPS and the BTU may be used by Educators and Evaluators as guidance in interpreting the performance standards (rubric) for non-classroom teaching roles addressed by DESE regulations mutually agreed-upon by the BPS and BTU, and are intended to foster shared understanding of expectations for an employee's demonstration of highly specialized skills, knowledge, and responsibilities.

#### **17. Educator Plans: Self-Directed Growth Plan**

A Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A Self-Directed Growth Plan may be of one or two years, and after 2013-2014 whose impact on student learning is moderate or high. For a two-year plan, a formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

~~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.~~

#### **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.~~

**22, 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.~~ [THERE IS CURRENTLY NO TENTATIVE AGREEMENT ON THIS PROVISION] 

**23, 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% of 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.~~

~~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.~~

~~D) 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, 24: General Provisions**

A. Only Educators who are licensed may serve as primary evaluators of Educators. BTU members may serve as evaluators under the following circumstances:

1. The BTU member must complete basic Evaluator Training, which fulfills DESE requirements
2. The BTU member must be willing to serve as an evaluator.
3. The BTU member's practice must be rated proficient or exemplary on their own most recent overall rating.
4. The BTU member may not be the primary or secondary evaluator for an educator whose last rating was less than proficient, or, after collection of evidence, examination of that evidence suggests the educator may be rated less than proficient. In such cases, the Evaluator must relinquish that educator plan to a school-based administrator before taking any further action as an evaluator.

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.

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.

Violations of this article are subject to the grievance and arbitration procedures. Any such grievance shall be dealt with expeditiously. In the event of a concurrent dismissal, evaluation grievances shall be merged and considered a single proceeding. 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.