

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

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

**Article I  
Purpose and Scope of Agreement**

**A. Recognition and Duration**

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

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

## **B. Purpose**

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

## **C. Scope**

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

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

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

## **D. Management Rights**

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

- to establish educational policy;

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

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

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

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

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

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

## **F. Savings Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed

or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Union.

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

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

The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule, or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

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

## **H. Definitions**

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

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

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

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

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

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

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

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

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