

## **Article III**

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

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

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

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

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

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

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

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

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

## **B. School Site Councils**

### **1. Composition**

#### **(a) *Represented Groups***

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

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

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

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

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

(b) *Bargaining Unit Members*

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

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

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

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

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

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

(c) *Parent Members*

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

(d) *Change in Composition*

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

(e) *Rotation of Membership*

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

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

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

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

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

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

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

### **1. Orientation Program**

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

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

#### *(a) General Policy*

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

#### *(b) Voting*

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

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

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

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

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

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

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

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

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

(d) *Elections and Meetings*

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

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

(e) *Voting by Alternate Members*

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

(f) *Quorum Requirements*

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

(g) *Bylaws*

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

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

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

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

(h) *Agenda*

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

(i) *Co-chairs*

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

(j) *Minutes*

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

(k) *Information*

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

### **3. Training**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Waivers*

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

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

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

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

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

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

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

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

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

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

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

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

Pilot Schools will be open to students in accordance with the

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

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

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

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

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

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

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

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

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

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

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

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

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

## **E. Pilot School Agreement**

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

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

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

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

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

The School Committee will seek to maximize the percentage

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