

# Article V

## Staffing

### A. Teachers

#### 1. Class Size

- (a) The Committee and the Union recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size. To this end the Committee recognizes that it is desirable to attempt to reach the following class size maxima:
- 20 pupils in classes of academically talented or slow academic achievers
  - 12 pupils in industrial arts classes composed of special class students

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

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

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

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

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

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

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

(b) *Effective September 1, 2001*

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

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

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

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

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

(e) *Caseloads*

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

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

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

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

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

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

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

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

## **2. Inclusion**

### **(a) *Definition and Purpose***

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

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

### **(b) *Teacher Input***

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

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

### **(c) *SPED Placement***

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

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

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

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

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

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

(d) *Appeal of SPED Placement*

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

(e) *Common Planning Time*

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

(f) *Class Size and Staffing*

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

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

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

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

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

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

(g) *Paraprofessionals and Other Support*

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

(h) *Training*

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

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

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

(i) *SPED Teacher Retention*

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

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

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

(a) *General Policy*

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

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

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

(b) *Planning and Development Periods*

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

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

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

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

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

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

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

(c) *Administrative Periods*

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

(d) *Normal Teaching Load*

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

(e) *Duty-Free Lunch*

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

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

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

(f) *Limits on Additional Work*

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

(g) *Cooperating Teachers*

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

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

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

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

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

(a) *Elementary Schools*

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

b) *Middle Schools*

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

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

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

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

## **5. Teacher Assignment Procedures**

(a) *High and Middle Schools*

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

– Subjects and grades of subject to be taught.

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

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

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

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

(b) *Elementary Schools*

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

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

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

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

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

(c) *Rotation*

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

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

An applicant for such a non-teaching assignment who

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

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

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

## **6. Project Promise**

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

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

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

(d) *Hours*

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

(e) *Work Schedule and Assignments*

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

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

(f) *Compensation*

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

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

## **7. Summer Program**

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

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

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

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

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

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

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

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

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

### (a) *Elementary Schools*

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

### (b) *Middle Schools*

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

### (c) *High Schools*

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

### (d) *Other*

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

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

(e) *Submission Deadline*

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

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

(a) Unit Finals, Assessments

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

(b) Official School Department Tests

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

(c) Grades, Inputting of Data

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

## **11. Scholarship Standards**

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

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

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

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

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

## **B. Special Groups**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Coaches**

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

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

An employee will lose grandfather protection based on

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

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

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

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

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

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

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

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

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

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

## **7. Swimming Instructors**

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

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

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

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

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

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

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

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

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

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

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

(f) *Grievance and Arbitration Procedure*

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

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

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

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

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

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

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

(9) *Caseload*

- (1) The caseload for Citywide Evaluation Team Facilitator shall be 160. Cases in the citywide ETF caseload shall be counted as one.
- (2) The caseload for the School Based Evaluation Team Facilitator shall be defined as a range of 85 - 110 students based on the following formula:

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

$$B = 1/2 \text{ of the number of students prototyped}$$

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

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

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

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

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

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

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

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

(a) *Office Location.*

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

(b) *Schools and Facilities Assigned.*

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

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

(c) *Evaluation.*

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

(d) *Supplies.*

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

(e) *Salary.*

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

(15) *Generic Teachers.*

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

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

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

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

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

## 9. Department of Implementation Personnel

Assignment Transfer Specialist:

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

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

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

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

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

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

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

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

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

### (d) *Overtime*

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

(e) *Health and Welfare Fund*

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

(f) *Discipline and Discharge*

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

(g) *Right of Return*

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

(h) *Assignment with Salary Groupings*

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

(i) *Additional Rights and Benefits*

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

(j) *Layoff and Recall*

Layoff and recall shall be by seniority by job title.

**10. Investigative Counselors**

(a). *Salary*

Investigative Counselors:

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

(b) *Length of Work Year*

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

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

(c) *Length of Work Day*

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

(d) *Overtime*

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

(e) *Health and Welfare Fund*

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

(f) *Discipline and Discharge*

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

(g) *Right of Return*

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

(h) *Additional Rights and Benefits*

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

## 11. Supervisors of Attendance

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

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

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

### (a) *Salary*

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

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

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

### (c) *Career Award*

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

### (d) *Work Day*

Same as 1996 - 1997, plus 10 minutes.

### (e) *Work Year*

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

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

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

(f) *Assignment*

The parties agree that:

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

(g) *Transferring, Excessing, and Layoff*

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

(h) *Work Space*

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

(i) *Performance Evaluation*

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

(j) *Meeting*

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

(k) *Grievance/Arbitration*

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

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

(l) *Right Of Return*

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

(m) *Discipline and Discharge*

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

(n) *Substitute Coverage*

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

## **12. Nurses**

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

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

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

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

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

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

### **13. 636 Coordinators**

Layoff and recall of 636 Coordinators shall be by seniority.

### **14. Clinical Coordinators**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **16. Student Support Coordinators**

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

## **17. Tech Support Personnel**

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

## **18. Performing Arts Teachers**

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

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

## **19. Reading Recovery Teachers**

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

## **20. JROTC**

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

## **C. Alternative Service Providers**

### **1. Educational Contracts**

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

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

### **2. Volunteers**

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

Notwithstanding any other provision of this Agreement

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

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

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

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

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

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

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

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

#### **(a) *In General***

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

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

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

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

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

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

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

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

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

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

(c) *Group II Personnel*

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

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

### **3. School Calendar**

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

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

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

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

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

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

### **6. School Nurses**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Formal Evaluation**

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

Satisfactory or Unsatisfactory

and shall be transmitted to teachers prior to May 15.

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

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

## **2. Evaluators**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (j) *Evaluation Ratings:*

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

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

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

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

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

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

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

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

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

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

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

## **7. Informal Evaluations**

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

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

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

### **1. Formal Evaluation**

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

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

Satisfactory or *Unsatisfactory*

and shall be transmitted to teachers prior to May 15.

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

## **2. Evaluators**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Evaluation Cycles:*

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

(j) *Evaluation Ratings:*

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

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

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

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

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

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

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

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

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

## **7. Informal Evaluations**

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

## **G. Seniority**

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

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

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

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

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

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

### **1. Program Areas**

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

### **2. Qualifications**

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

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

### **3. Ranking**

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

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

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

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

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

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

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

## **6. Recall**

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

## **7. SPED Teachers**

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

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

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

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

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

- (3) A SPED teacher hired on or after September 1, 1986 with an 003 certificate shall not be deemed qualified to teach in any specific program (e.g. LD, SAR, ESD) without evidence of satisfactorily completed coursework related to such program. The Department will accept evidence of enrollment as a valid credential, subject to completion of such courses on time line as mutually agreed by a teacher and the Department.
- (c) Any SPED teacher may exercise layoff, transfer, recall and excessing rights, in accordance with the general provisions of Article VC15-19, in any program area in which such teacher is qualified, except that:
- (1) No teacher who is targeted for excessing from a category other than 12f or 12g may displace a teacher in 12f or 12g (prior to being placed in the system-wide excess pool) without prior experience in such category;
  - (2) Teachers in Program Area 2 shall be excessed by category;
  - (3) Teachers laid off from Program Area 12 and currently teaching in category 12h or with prior experience in Category 12h (in compliance with Article VC 17-21) shall be considered qualified to displace junior teachers in Program Area 13 who are working in 502.4 cluster programs and to displace any provisional teacher in Program Area 13; but not to displace any junior tenured teacher at the McKinley School or in any other severe lab 502.4i program.
- (d) Teachers currently teaching in category (a) of Program Area 2 and in Program Areas 5, 6, 7, and 8 shall be grandfathered and shall not be displaced or otherwise adversely affected by any additional requirements specified in this agreement; provided, however, they shall be affected by any new state-imposed requirements.

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

## **8. Bilingual Teachers**

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

## **I. Transfers**

### **1. General Procedures**

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

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

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

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

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

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

(b) *Open Postings:*

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

(c) *Transfer Eligibility:*

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

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

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

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

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

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

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

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

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

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

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

## **2. Application for Promotion**

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

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

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

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

All applications shall be considered.

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

(b) *Filling Rated Positions*

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

(c) *Group II Lists*

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

(d) *Eligibility*

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

(e) *Transfers*

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

(f) *Other Points on Promotion*

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

(g) *Effect of an Unsatisfactory Evaluation*

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

## **J. Excessing Procedure**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Layoffs**

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

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

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

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

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

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

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

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

## **2. Recall**

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

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

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

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

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

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

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

(g) *Severance Payment*

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

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

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

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

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

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

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

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

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

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

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

**M. Residency**

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

**N. Notice Following Interview**

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