

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

This Memorandum of Agreement (“Agreement”) is made this \_\_\_ day of February 2007 between the Boston School Committee and the Boston Teachers Union, Local 66, AFT, AFL-CIO (“Union”). This Agreement is conditional on and subject to the ratification by the union membership, approval of the Boston School Committee, and supplemental appropriation by the City Council of the City of Boston.

Except as expressly modified by this Agreement, the terms and provisions of the parties’ collective bargaining agreement in effect from September 1, 2006 through August 31, 2007, shall continue in full force and effect from September 1, 2007 through August 31, 2010. The Union shall recommend and pursue ratification and approval of this Agreement by its members.

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

Section A Recognition and Duration

September 1, 2007 to August 31, 2010

**2. Article III School-Based Management and Shared Decision-Making**

Section C School Site Councils

Amend Article III C 3 (p. 23) by adding the following sentence before the existing sentence:

“The School Department shall allocate \$50,000 annually for training School Site Councils”

Section D Pilot Schools

Amend paragraph 12, of the pilot school agreement - The date for pilot school excessing will be February 1st, for both teachers and paraprofessionals. This process will begin in the 2007-2008 school year.

**3. Article V Staffing**

Section A(1)(e) Caseloads

- Add to end of first paragraph– 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).

- Add to end of second paragraph - 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).
- Add to last paragraph - BPS maintains flexibility to contract as needed in order to address compliance, caseload, leave, vacancies and any other unanticipated need not met by the above staffing model.

Section A(1)(e) – Nurses

Add third paragraph – In 2007-2008 school year the School Committee shall add 0.5 Nurses for each exam school.

Section B(1)(E)

For the life of this contract, a fulltime paraprofessional will be assigned to all K0 and K1 classes.

Section B(4) Guidance Counselors

*Add new section (d)* - The school department shall provide opportunities for guidance counselors to earn PDPs through workshops.

Section B(5) Vocational Teachers

*Add new paragraph* - A citywide task force shall be set up to look at the various specific needs of the vocational programs in Boston.

Section B(8) School Based Evaluation Team Facilitators and Citywide Evaluations Team Facilitators

*Add new section C*- No ETF shall be required to chair more than two Student Support Teams.

Section B(12)

*Insert new section (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. 74(#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.

Insert new section (5) - There shall be a minimum of 6 Health Paraprofessionals in each year of this contract that expires on August 31, 2010.

Section B(15) All Itinerant Service Providers

*Add to section (d)* – Add Clinical Social Workers to the list of professionals in order to count continuing education credits towards career development.

*Insert new section (g)* – 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.

#### Section B(16) Clinical Social Workers

*Add new section 2* – A joint Union/Management Committee shall be established for Clinical Social Workers.

#### Section B(20) JROTC

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

#### Section F(3) Schedule, Meetings, and Procedures:

*Amend section (b) paragraph one* - 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.

*Replace section (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.

*Replace section (e) paragraph one - 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.*

Section F(7)

Delete paragraph two, first sentence. The last sentence has been moved to section (b).

Section I(1)(c) Transfers

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

Section I(1) General Procedures

*Add to last sentence in section (b) – “or by including a stipend of \$1250 to the posting.”*

**4. Article VI: Professional Development**

Section E(2) Workshops and Courses

*Add to section (a) - The CLD shall post an online list of courses, workshops, and seminars offered.*

*Add to section (a) - Professional development programs shall never be scheduled during religious holidays recognized by the Collective Bargaining Agreement.*

*Add to section (a) - A joint committee of teachers and management, with teachers in the majority, shall be convened within two months of the signing of this agreement to survey the course offerings and to make recommendations to the superintendent.*

Section G Collaborative Coaching and Learning

*Replace second sentence with* - All teachers will demonstrate at least one lesson in a CCL cycle per school year. Observations of demonstration lessons will not be used in any performance evaluation or as part of the evaluation document. No teacher will be required to commit additional time to prepare or debrief a CCL demonstration lesson outside of contractual time.

**Insert New Section H – “Peer Assistance Program”**

a. Purpose and introduction

The objective of the proposed Peer Assistance program is to improve teaching in the Boston Public Schools and provide support for permanent teachers who are experiencing difficulties in the classroom. In cooperation with the building principal or headmaster, a Peer Assistant will work with the participating teacher to identify areas of improvement, develop specific performance goals, offer support and monitor the progress of the teacher. Individually crafted performance and teaching goals for the participating teacher will be aligned with the BPS Dimensions of Effective Teaching and the teacher performance evaluation tool.

Participation in the Peer Assistance program is voluntary.

The management of the Peer Assistance program will be the responsibility of the Peer Assistance Committee (PAC) which is to be comprised of both BPS and BTU members.

While the Peer Assistance program is designed and intended to help teachers in need, the Peer Assistance program will be separate from the performance evaluation of teachers. A teacher’s selection into or denial of selection into the Peer Assistance program will not be grievable nor be arbitrable. The parties agree that peer assistants shall receive training, and the development thereof shall be up the joint committee below.

b. Program management & the Peer Assistance Committee

The Peer Assistance program will be administered by a PAC comprised of two (2) BPS selected members and three (3) BTU selected members. This five-member committee will be responsible for:

- a. Selecting participating teachers in the Peer Assistance program.
- b. Hiring, evaluating, deploying, and managing Peer Assistants.

- c. Providing reports to both the Superintendent and Boston Teachers Union President on the progress of, participation in, and results of the Peer Assistance Program on request.

c. Peer Assistant

- i. Four (4) full time Peer Assistants will be hired for the 2007-2008 school year.
- ii. Each Peer Assistant will work with up to twelve (12) teachers at any one time.
- iii. The length of time a Peer Assistant is assigned to a participating teacher will be determined by the PAC, taking into account the recommendation of the Peer Assistant.
- iv. Peer Assistants will be compensated at BTU Group I Salary plus a 5% differential for 2.5 additional hours of work per week.

d. Evaluation of the program

The Peer Assistance program will be evaluated at the end of the 2009-2010 school year. Continuation of the program will be subject to the mutual approval of the Superintendent and the BTU.

New Section I Academic Coaches

*Add new section – First paragraph* - All academic coaches shall be granted permanent status as teachers after working, while properly licensed, for three consecutive years and one additional day under the contract.

*Second paragraph* - The role of an academic coach is to support the classroom teacher. Classroom support is to be prearranged in order to minimize classroom disruption. Coaches and teachers are encouraged to work together to create a mutually agreed upon schedule of interaction.

**5. Article VII Working Conditions**

Section A(3) Guidance Counselors

*Add new section (c)* - A committee involving members of OIIT and the guidance department shall meet to discuss student records and transcripts, with the goal that all elementary, middle and high school cumulative records shall be computerized-elementary. Hard copies will no be required to be kept.

Section A(11)(c) Parking and Tolls

*Add* - The school department shall write a letter requesting that any teacher who currently must take either, the Tobin Bridge, Ted Williams or Sumner Tunnel at a cost of \$3.00 per day, is eligible for a discounted rate.

Section A(11)(d) Parking and Tolls

Amend section (d) - BTU members will be eligible for reduced rate/pre-tax T Passes, contingent upon City Wide Policy regarding Flexible Spending accounts.

*Insert New Section – Section A(17) Working and Learning Space*

(a) Appropriate Space

All teachers shall have an exclusive working desk in one of the rooms that they use.

(b) Adequate, Clean and Safe Learning Spaces

All students and staff shall be provided with safe and clean learning spaces/classrooms.

(c) Priority of Space

The BPS shall issue a directive to all administrators making it clear that BTU members who teach shall be given priority in obtaining classrooms and adequate space before "extended services" personnel or coaches.

(d) Common Courtesy In Advance of Classroom Visit

All visitors to a classroom shall knock on the door and, if invited to do so, will introduce themselves.

(e) Speech and Language Pathologists

The school department will issue a letter annually directing that prior to implementation of services a BPS Speech/Language Pathologist shall be provided with an appropriate room, furniture and phone for uninterrupted work which will include testing, therapy and teacher/parent consultation.

(f) Clinical Social Workers

Clinical Social Workers shall be entitled to an adequate work-space in all new, BPS facilities.

(g) School Psychologists

Appropriate office space and equipment including tables, chairs, phones, and computers will be available at the designated office of Psychological Services.

(h) Physical Therapists

In all new buildings and buildings undergoing major renovations, there shall be a safe, consistent, non-hazardous space for the Physical Therapist with a secure space for storing equipment.”

## 6. Article VIII Compensation and Benefits

### Section G(3)

#### *Add Academic Debate Coaches*

### Compensation

Base Wage increase is as follows:

Effective September 1, 2007	3% base wage increase on all salaries, rates and differentials, excluding step 1
Effective September 1, 2008	3% base wage increase on all salaries, rates and differentials.
Effective February 1, 2009	1% base wage increase on all salaries, rates and differentials.
Effective September 1, 2009	3% base wage increase on all salaries, rates and differentials.
Effective February 1, 2010	1% base wage increase on all salaries, rates and differentials.

Effective February 1, 2008 there will be a \$600.00 increase on each step of the salary schedule for teachers, except for step one (1), which will receive no increase.

Effective February 1, 2008 each step of the salary schedule for the paraprofessional will be increased by an hourly amount equivalent to \$300.00 on an annual basis.

### Section M Insurance

Replace section M - The City's contribution to all group hospitalization premiums shall be as follows:

- A. Effective September 1, 2007 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 89%. The employee rate of contribution for all approved and authorized health maintenance organizations shall be 11%.
- B. Effective September 1, 2008 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 88%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 12%.
- C. Effective September 1, 2009 the City's rate of contribution for all approved and authorized health maintenance organizations shall be 85%. The employee's rate of contribution for all approved and authorized health maintenance organizations shall be 15%

- D. Effective September 1, 2007 the City's rate of contribution for all approved and authorized point of service products shall be 84%. The employee's rate of contribution for all approved and authorized point of service products shall be 16%
- E. Effective September 1, 2008 the City's rate of contribution for all approved and authorized point of service products shall be 83%. The employee's rate of contribution for all approved and authorized point of service products shall be 17%
- F. Effective September 1, 2009 the City's rate of contribution for all approved and authorized point of service products shall be 80%. The employee's rate of contribution for all approved and authorized point of service products shall be 20%.

Section O Health and Welfare Fund

The annual contribution for Teachers and Paraprofessionals will increase by \$150.00 effective September 1, 2007. This amount will be added to the base contribution prior to application of the 3% general rate increase granted for the 2007-2008 school year.

7. **Article X**

Section C: Mediators Replace "15" with "24."

**Preamble**

Add Respect and Dignity Clause

The BPS and the BTU recognize the dignity and worth of every person. The aim of this policy is to create a workplace climate of understanding and mutual respect for the dignity and worth of every person so that each person is able to contribute fully to the development and well being of the students of the City of Boston.

**Goals**

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, midyear 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.

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.

### 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.

### **Continuing Negotiations**

The School Committee and the Union agree to engage in continuing negotiations over priority in student assignment process for children of members.

## **Paraprofessionals**

### 1. **Article II**

#### Section A(6)(b)

*Change section 1 to - "the paraprofessional has a teaching certificate or five or more years of service."*

#### Section A(7)

Add - BPS and BTU agree to form a joint subcommittee that will develop a process for evaluating paraprofessionals with a new document to be implemented in the 2008-2009 school year.

#### Section A(7)

Add - BPS and BTU agree to form a joint subcommittee that will develop a process for evaluating paraprofessionals.

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

#### Section E

A surround care paraprofessionals shall be paid \$6.00 per hour in additional to the regular wage for up to two and a half hours per day if required to take students in excess of the regular class size for that grade level.

A paraprofessional pay lane for a Bachelors Degree will be added.

#### Add New Section L

All paraprofessionals with five or more years service will be entitled to tuition reimbursement of up to \$500.00 a year for approved college courses. This program will start in the 2008-2009 school year.

#### Amend Article V B 1 (e) by replacing the existing sentence with the following:

Full time paraprofessionals will be assigned to all K0 and K1 classes for the length of this contract.

**Substitutes**

1. Article II  
Section B  
Retired teachers who return to substituting shall not be required to take or pass any test.
  
2. Article III – Compensation and Benefits  
Section A  
All substitute teachers who hold an active, Massachusetts teaching license shall receive a differential equal to three percent (3%) of the per diem rate.

Section E Per Diem Substitute Bonus

*Delete* - “However, in no event ... \$100,000 in any year.”

In witnesses whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this \_\_\_\_ day of March, 2007.

Boston Public Schools

Boston Teacher’s Union, Local 66 MFT,  
AFT, AFL-CIO

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