

AMERICAN ARBITRATION ASSOCIATION

 IN THE MATTER OF *
 *
 THE BOSTON TEACHERS UNION * 11 390 01034 10
 -and- *
 THE BOSTON SCHOOL COMMITTEE *
 *

INTRODUCTION

This matter involves the Boston School Committee and the Boston Teachers Union (BTU) and is pursuant to Chapter 12 of the Acts of 2010, An Act Relative to the Achievement Gap. Declared to be an “emergency law”, the Act was passed by the Massachusetts Legislature earlier this year and the BPS and the BTU are the first parties to employ the Act’s mechanism for settling labor-management disputes arising under the new law.

As the Boston Public Schools (BPS) and the BTU proceeded, they found they did not agree about the meaning of various provisions of the law. Disagreements over the interpretation of the statute as it relates to this process, were decided by the Neutral Chair. The parties’ opinions were considered, but the Neutral Chair of the Joint Resolution Committee (JRC) applied standard rules of construction to interpret the statute and to determine how the JRC was to carry out its responsibilities. Despite their disagreements about the application of the law, the parties shared a commitment to meeting the needs of the students they serve and to assuring their “rapid academic achievement.”

As required by the Act, the parties negotiated over proposals by the School Committee to change the collective bargaining agreement as it applies to BTU members at schools ¹ designated as “underperforming” by the Massachusetts Department of Elementary and Secondary Education (DESE).² Following a period of negotiation, the parties convened a Joint Resolution Committee which includes Joseph Shea, Assistant Academic Superintendent, for

¹ See Appendix A.

² Chapter 69 as amended allows the Commissioner of Education to designate a school as “underperforming”.

BPS; and Patrick Connolly, Vice President of the BTU. Mary Ellen Shea,³ the third member, was jointly selected on May 26, 2010, and appointed as the Neutral Chair.⁴

The JRC was charged with conducting a “dispute resolution process,” and was required to conclude this phase “*within 10 business days of selection*,”⁵. The parties agreed this phase should include a full opportunity for the parties to appear before the JRC to present information, evidence, and arguments and to question or challenge each other’s presentations. The JRC scheduled two hearing dates for this purpose (only one was needed). This phase of the process concluded on June 7, 2010.

The statute goes on to describe the next phase. Section 3, 1J (g): a decision “shall be submitted to the parties *within 10 business days of the completion of the process*. To that end, the JRC organized the School Committee’s proposals into 34 discrete issues to be decided. Due to the tremendous effort of its committee members all the issues have been resolved by the Joint Resolution Committee and each decision is attached. (Each decision includes the original proposals and any counter- or modified proposals made prior to convening of the JRC.) The Joint Resolution Committee hereby submits to the BPS and the BTU the following decisions which “shall be dispositive of all the issues in dispute.”⁶

Mary Ellen Shea, Chair
Neutral Committee Member
June 18, 2010

³ No relation to Joseph Shea.

⁴ The joint resolution committee shall be comprised of 3 members, 1 of whom shall be appointed by the employee organization...1 of whom shall be appointed by the school committee...and 1 who shall be selected through the American Arbitration Association...[from] a list of three conciliators...from which the parties may agree upon a single conciliator...

⁵ 10 business days after 5/26/10, the selection date.

⁶ Notwithstanding any other provision of this chapter, the decision of the joint resolution committee shall be dispositive of all issues in dispute.....

1. WORK-DAY, WORK YEAR and SCHEDULE

SC 5/12/10 PROPOSAL:

A. The Principal/Headmaster in an Underperforming School shall establish the master schedule.

UNION 5/3/10 COUNTERPROPOSAL:

A. The Principals/Headmaster shall, subject to the other provisions of the agreement, establish the master schedule for the following school year and publish it to staff by February 15; staff shall have until March 1 to opt out by voluntarily excessing themselves (or by transferring in accordance with normal transfer list procedures).

RESOLVED:

The Principal/Headmaster in an Underperforming School shall establish the master schedule.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

JOINT RESOLUTION COMMITTEE, BOSTON SCHOOL COMMITTEE AND BOSTON TEACHERS UNION

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

B. Instructional Leader

SC 5/12/10 PROPOSAL

- i. BPS may establish the position of “Instructional Leader” and assign these individuals to Underperforming Schools.
- ii. “Instructional Leaders” shall be BTU positions.
- iii. An Instructional Leader’s work year shall be 210 days.
 1. Compensation for instructional leaders will be by stipend in the amount of \$6000.
- iv. The Instructional Leaders’ schedules and duties shall be established by the Administrator of the Underperforming School in consultation with the Instructional Leaders and as provided for in the attached job description.
- v. The appointment of Instructional Leader shall be year-to-year. BPS shall notify an Instructional Leader if his/her appointment will continue for the following year prior to the posting [of] transfer list. This position is a specialist assignment. The appointment to this assignment shall be at the sole discretion of the Superintendent or her designee and shall not be grievable or arbitrable.

UNION 5/3/10 COUNTERPROPOSAL:

B. Instructional Leader

- (ii) Instructional leaders shall be compensated pro-rata for all days worked beyond the normal teacher work year and such compensation shall be paid as part of the employees regular salary.
- (iii) The duties of Instructional Leaders shall be established by the Administrator of an Underperforming School as reflected in a job description to be furnished to the employee and BTU, the contents of which shall not modify or conflict with anything contained in the collective bargaining agreement.
- (iv) The designation of “Instructional Leader” shall be at the discretion of the Superintendent and persons so designated shall serve in that capacity for one school year. The employer shall notify Instructional Leaders by February 15 if their designation for the following year is continued. The failure to give such notice by February 15 shall be deemed a continuation of the designation for the following school year instructional Leaders notified by February 15 of their non-renewal for the following year shall revert to the normal teacher work year.

RESOLVED:

i. BPS may establish the position of “Instructional Leader” and assign these individuals to Underperforming Schools.

ii. “Instructional Leaders” shall be BTU positions.

iii. An Instructional Leader’s work year shall be 210 days.

1. Compensation for instructional leaders will be by stipend in the amount of \$6000.

iv. The Instructional Leaders’ schedules and duties shall be established by the Principal of the Underperforming School in consultation with the Instructional Leaders and as provided for in the attached job description.

v. The appointment of Instructional Leader shall be year-to-year. BPS shall notify an Instructional Leader if his/her appointment will continue for the following year prior to the posting of the transfer list. This position is a specialist assignment. The appointment to this assignment shall be at the sole discretion of the Superintendent or her designee and shall not be grievable or arbitrable.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

i. The Principal/Headmaster shall establish the work-day and work-year for BTU staff at Underperforming schools.

UNION 5/3/10 COUNTERPROPOSAL:

i. Rejected. The workday for all bargaining unit staff at Underperforming Schools may be established by the Principal/Headmaster by a fixed date, subject however, to the work day maximum fixed herein.

RESOLVED:

The Principal/Headmaster shall establish the work-day and work-year for BTU staff at Underperforming schools. Teachers will be notified of their work-day and work-year for the next school year by January 15.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

ii. The teachers' work-day at Underperforming schools may be [up] to and including one (1) additional hour without additional compensation.

UNION 5/3/10 COUNTERPROPOSAL:

ii. Rejected. Any increase in the overall length of the teacher, paraprofessional or other BTU staff work day shall be accompanied by a pro-rata increase in compensation according to the applicable salary scale; Underperforming Schools shall have daily hours that commenced between 7 AM and 9:30 AM and end 6 1/2 hours after the commencement time, or such additional time as may be fixed by the terms of this agreement. The hours of work (start and end times) shall be uniform within a school for all BTU staff.

SC 5/28/10 PROPOSAL:

ii. On the 180 student days per school year, the workday for those employees identified in Article I.H and Article I. A of the collective bargaining agreement working at Underperforming schools shall include thirty (30) additional minutes per day of direct instructional time to students without additional compensation.

RESOLVED

On the 180 student days per school year, the workday for those employees identified in Appendix B shall include thirty (30) additional minutes per day of direct instructional time to students.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

iii. Paraprofessionals at Underperforming Schools may also work up to and including one (1) additional hour at Underperforming schools without additional compensation.

UNION 5/3/10 COUNTERPROPOSAL:

iii. Rejected. Any increase in the overall length of the teacher, paraprofessional or other BTU staff work day shall be accompanied by a pro-rata increase in compensation according to the applicable salary scale; Underperforming Schools shall have daily hours that commenced between 7 AM and 9:30 AM and end 6 1/2 hours after the commencement time, or such additional time as may be fixed by the terms of this agreement. The hours of work (start and end times) shall be uniform within a school for all BTU staff.

SC 5/28/10 PROPOSAL:

iii. On the 180 student days, paraprofessionals at Underperforming Schools shall also work up to and including thirty (30) additional minutes each day at Underperforming schools.

RESOLVED:

On the 180 student days, paraprofessionals at Underperforming Schools shall also work up to and including thirty (30) additional minutes each day at Underperforming schools.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

iv. Nurses, Guidance Counselors, and other BTU staff may have their work-day increased up to and including one (1) hour without additional compensation.

UNION 5/3/10 COUNTERPROPOSAL:

iv. Rejected. Any increase in the overall length of the teacher, paraprofessional or other BTU staff work day shall be accompanied by a pro-rata increase in compensation according to the applicable salary scale; Underperforming Schools shall have daily hours that commenced between 7 AM and 9:30 AM and end 6 1/2 hours after the commencement time, or such additional time as may be fixed by the terms of this agreement. The hours of work (start and end times) shall be uniform within a school for all BTU staff.

RESOLVED:

[This section has been incorporated into 1. C. ii, above.]

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

v. Teachers at Underperforming Schools may be required to schedule and maintain a minimum of 45 consecutive minutes open office time during the week; open office time schedules are subject to approval by the Principal/Headmaster.

UNION 5/3/10 COUNTERPROPOSAL:

v. Accepted provided it is within the normal teacher workday.

RESOLVED:

[Accepted, but no change to contract needed; office hours provided at Article V. E. 8, page 82.]

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

v. Except for the first year a school is designated as underperforming, teachers at schools designated as underperforming will be notified by February 15th regarding any additional summer hours.

UNION 5/3/10 COUNTERPROPOSAL:

v. Except for the 2010 -- 2011 school year, teachers in schools listed on Exhibit A hereto shall be notified of the schedule, including any summer hours, for the following school year by February 15.

RESOLVED:

Except for the first year a school is designated as underperforming, teachers at schools designated as underperforming will be notified by January 15th regarding any additional summer hours.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

vii. Teachers at Underperforming Schools *shall* teach *no* more than 332 minutes per day and may teach *180* consecutive minutes.

UNION 5/3/10 COUNTERPROPOSAL:

C. vii. Teachers at Underperforming Schools may teach up to _____ minutes per day. Consecutive minutes cap remains at 160.

SC 5/28/10 PROPOSAL:

vii. Teachers at Underperforming Schools shall teach no more than 302 minutes per day and may teach 180 consecutive minutes.

RESOLVED:

Teachers at Underperforming Schools shall teach no more than 312 minutes per day at Elementary Schools and no more than 270 minutes per day at Secondary Schools, and may teach 180 consecutive minutes.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

viii. BTU representatives at Underperforming Schools shall address any Union issues before or after the work-day.

UNION 5/3/10 COUNTERPROPOSAL:

C. iii. Rejected.

RESOLVED:

The School Committee proposal to change Article IX, D. is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

ix. Teachers are expected to model *up to and including five (5)* lessons for fellow staff members per school year. (Instructional Leaders shall not be subject to this cap.)

UNION 5/3/10 COUNTERPROPOSAL:

C. ix. Accepted if capped at three (3) lessons per year.

RESOLVED:

Consistent with Article VI, G. Collaborative Coaching and Learning, teachers are expected to model *up to and including three (3)* lessons for fellow staff members per school year. (Instructional Leaders shall not be subject to this cap.)

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK DAY, WORK YEAR AND SCHEDULE

C. Work Day for BTU Members

SC 5/12/10 PROPOSAL

x. Elementary teachers at Underperforming schools may be assigned bus duty *during their work-day*.

UNION 5/3/10 COUNTERPROPOSAL:

C. x. The assignment of bus duty, if any to elementary teachers, shall be uniform and compensated at the contractual hourly rate if teachers bus duty calls for time worked beyond the normal teacher workday.

SC 5/28/10 PROPOSAL:

x. Elementary teachers at Underperforming schools may be assigned to file students directly to/from their respective buses.

RESOLVED:

Article V., A., 4. (a), Relief from Non-teaching Tasks, (a) Elementary Schools, change the words at the end of the paragraph, “after school” to “after the teacher workday.”

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

D. Professional Development

SC 5/12/10 PROPOSAL

D. Teachers at schools designated as underperforming shall be responsible for fifty (50) hours of professional development beyond the regular school day and year. The content and schedule of these shall be established by the Principal/Headmaster after consultation with the staff.

UNION 5/3/10 COUNTERPROPOSAL:

D. Professional Development

Teachers at the schools listed in Exhibit "A" may be responsible for 20 hours of professional development beyond the number of such hours required under the collective bargaining agreement, twelve hours of which may be scheduled in two (2) six (6) hour days during the summer and the remainder of which shall be scheduled during the school year in accordance with a vote of the faculty. All such hours shall be compensated, pro-rata, according to the salary scale of the collective bargaining agreement.

The content and schedule of professional development hours shall be published via a syllabus distributed to staff by June 15th. Employees shall receive university credit for each 15 hours or in-service credit of the employee's option. The schedule shall be voted upon by staff.

SC 5/28/10 PROPOSAL:

D. i. Teachers at schools designated as underperforming may be required to work up to and including fifty (50) additional hours beyond the regular school day which may be used for professional development, teacher training time, and collaborative teacher planning. Teachers shall be compensated at \$41.03/hour for this additional time.

These fifty (50) hours shall be in addition to the professional development hours required by Article V. E.1 of the collective bargaining agreement.

ii. The content and schedule of fifty (50) hours shall be established by the Principal/Headmaster after consultation with the staff.

iii. Teachers at schools designated as underperforming may be required to attend up to and including five days (six hours per day) of professional development during the summer scheduled by the Principal/Headmaster. Teachers shall receive a stipend of

\$100 per day for such attendance. The content of the professional development shall be determined by the Principal/Headmaster.

RESOLVED:

i. Employees listed in Appendix B may be required to work up to and including one hundred (100) additional hours to be scheduled beyond the regular school day for professional development, teacher training time, collaborative teacher planning, and small group instruction.

These one hundred (100) hours shall be in addition to the professional development hours required by Article V. E.1 of the collective bargaining agreement.

ii. The content and schedule of one hundred (100) and hours shall be established by the Principal/Headmaster after consultation with the staff.

iii. Employees listed in Appendix B may be required to attend up to and including five days (six hours per day) of professional development during the summer scheduled by the Principal/Headmaster. Any required professional development hours during the summer count toward the one hundred (100) hours described above in D. i. The content of the professional development shall be determined by the Principal/Headmaster.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

E. Classroom

SC 5/12/10 PROPOSAL

i. Class size maxima for SEI classrooms shall be the same as those maxima established for regular education.

UNION 5/3/10 COUNTERPROPOSAL:

E. i. SEI Classroom

Rejected. Class size maxima for these schools shall be reduced by two (2) across the board.

SC 5/28/10 PROPOSAL:

E. 1. Class size maxima for SEI classrooms shall be the same as those maxima established for regular education, but in no instance will the class size for SEI classrooms exceed twenty-five.

RESOLVED:

The School Committee proposal to change SEI class sizes is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

F. SEIMS

SC 5/12/10 PROPOSAL

i. The SEIMS language in the Collective Bargaining Agreement shall not apply to Underperforming Schools.

UNION 5/3/10 COUNTERPROPOSAL:

F. SEIMS

(i) The parties agree that the SEIMS language contained in the collective bargaining agreement shall be applicable to the schools on Exhibit A effective September 1, 2010.

RESOLVED:

The School Committee proposal to change the application of the SEIMS language is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

G. Inclusion Model of Instruction

SC 5/12/10 PROPOSAL

The Principal/Headmaster shall have the right to establish an inclusion model of instruction at an Underperforming School without regard to notice, class size, staffing, or other provisions in the CBA regarding implementation of the inclusion model.

UNION 5/3/10 COUNTERPROPOSAL:

G. Inclusion Model

“The administrator shall notify teachers by January 15 of any inclusion plan to be implemented in the school for the following year so that faculty may exercise their rights under Article V, A2 of the collective bargaining agreement. The Henderson School model of inclusion shall be replicated in these schools.”

RESOLVED:

When implementing an inclusion model, the Principal/Headmaster shall determine the class composition and staffing, provided that impacted teachers receive notice by January 15.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

H. Planning/Assessments

SC 5/12/10 PROPOSAL

Teachers shall create individual student intervention plans based upon classroom assessments. These plans shall be made available to the Principal/Headmaster upon request at times during the school day when the teacher is not using such plans.

UNION 5/3/10 COUNTERPROPOSAL:

H. Planning Assessments

After the first sentence add:

“No less than one (1) hour shall be allocated each month for each student requiring an intervention plan to enable teachers to carry out this responsibility. If scheduled during the normal teacher work day, no added compensation shall be required; otherwise, the contract hourly rate shall apply to all times extended outside the normal teacher workday.”

RESOLVED:

Teachers shall develop individual student intervention plans based upon MCAS results and classroom assessments, provided the teacher is not required to do so on their own time. These plans shall be made available to the Principal/Headmaster upon request at times during the school day when the teacher is not using such plans.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

I. SEI Training

SC 5/12/10 PROPOSAL

i. Teachers at underperforming schools shall be licensed in ESL or complete SEI category training by December 31, 2010. Teachers shall be responsible for obtaining this licensing or training on their own time.

UNION 5/3/10 COUNTERPROPOSAL:

I. i. SEI Training

Substitute “June 30, 2011” for “December 31, 2010.”

Delete the second sentence and replace with the following:

“The school department shall audit every teacher by July 1, 2010 to determine the status of that teacher’s SEI category training. For each 10 hours of SEI category training completed by that date, teachers shall receive a lump-sum payment of \$300 and \$300 for each increment of training completed thereafter.”

RESOLVED:

Teachers at underperforming schools shall be licensed in ESL or complete SEI category training by June 30, 2011. Teachers shall be responsible for obtaining this licensing or training on their own time.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

J. Common Planning Time

SC 5/12/10 PROPOSAL

Administrators at elementary and K-8 schools shall have the right to schedule up to two administratively directed common planning periods per week. If the administrator schedules two administratively directed common planning periods per week, teachers shall have three planning and development periods per week.

UNION 5/3/10 COUNTERPROPOSAL:

J. Common Planning Time

Strike the word “three” in the second sentence and replaced with “five”.

RESOLVED:

The School Committee proposal regarding common planning time is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

K. Parent Teacher Conferences

SC 5/12/10 PROPOSAL

All teachers will engage in frequent contact with parents and will arrange for individual parent/teacher conferences in the fall, winter and spring.

UNION 5/3/10 COUNTERPROPOSAL:

K. Parent Teacher Conferences

Place a period after the word “parents”.

Add: “All time expended on these activities over and above the normal teacher work day shall be credited toward a teacher’s satisfaction of professional development requirements.”

SC 5/28/10 PROPOSAL:

K. All teachers at schools identified in Exhibit A will engage in frequent contact with parents and shall schedule five hours of parent/teacher meetings with the Principal/Headmaster. These five hours shall be outside of the normal school day, but part of a teacher’s regular work year and in addition to the existing parent/teacher conferences required by Article V.8 of the parties' collective bargaining agreement.

RESOLVED:

All teachers at schools in Appendix A will engage in frequent contact with parents and shall schedule parent/teacher meetings with the Principal/Headmaster. These shall be part of a teacher’s regular work year and in addition to the existing parent/teacher conferences required by Article V.,E., 8 of the parties' collective bargaining agreement.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

1. WORK-DAY, WORK YEAR and SCHEDULE

L. Staggered Start Time

SC 5/12/10 PROPOSAL

Principals and Headmasters shall establish the reporting time for each staff member *on or before the posting of the transfer list.*

UNION 5/3/10 COUNTERPROPOSAL:

L. Staggered Start Time

Staff in the building may have a staggered start and end time to their workday provided they receive notice on or before January 15 of the preceding year.

RESOLVED:

Staff in the building may have a staggered start and end time to their workday provided the employee's starting time is within one hour of the regular start, the time is continuous and is otherwise consistent with the collective bargaining agreement, and provided the teachers receive notice on or before January 15 of the preceding year. The notice requirement does not apply to any employee who accepts a position with a staggered schedule for the 2010-2011 school year.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

2. STAFFING

A. Reassignment

SC 5/12/10 PROPOSAL

I. Teachers at Underperforming Schools shall not have attachment rights to their positions.

RESOLVED:

By January 15, the Principal/Headmaster will notify those teachers whose assignment for the following school year is expected to change.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

2. STAFFING

A. Reassignment

SC 5/12/10 PROPOSAL

II. All staff shall reapply for their positions during the first year a school is designated by the DESE as “underperforming.”

RESOLVED:

All staff shall reapply for their positions during the first year a school is designated by the DESE as “underperforming” (see April 12, 2010, Letter of Agreement, between the parties).

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

2. STAFFING

A. Reassignment

SC 5/12/10 PROPOSAL

iii. Principals may excess teachers from schools designated as “underperforming” by February 1st.

RESOLVED:

Principals may excess teachers and paraprofessionals from schools designated as “underperforming” by February 1st.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

2. STAFFING

A. Reassignment

SC 5/12/10 PROPOSAL

iv. Teachers can voluntarily excess themselves from an underperforming school by giving notice by February 1st for the subsequent year.

SC 5/28/10 PROPOSAL:

iv. Teachers and paraprofessionals can voluntarily excess themselves from an underperforming school by giving notice by February 1st for the subsequent year.

RESOLVED:

Teachers and paraprofessionals can voluntarily excess themselves from an underperforming school by giving notice by February 1st for the subsequent year.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

2. STAFFING

B. Vacancies

SC 5/12/10 PROPOSAL

i. The provisions of the Collective Bargaining Agreement regarding layoff and seniority shall not apply to positions at schools identified as “Underperforming.”

RESOLVED:

No BTU member may be laid off as a result of the existence of the schools designated as Underperforming.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

3. COMPENSATION

A. “Pay-for-Excellence”

SC 5/12/10 PROPOSAL

Compensation

“ Pay-for-Excellence”

i. Subject to available funds, beginning in the 2010- 2011 school year, each underperforming school may [an] aggregate award based upon students’ performance measured by the Composite Performance Index established by the DESE. The allocation of the reward shall be determined by a majority vote of the staff at the underperforming school. “Staff” shall include all BASAS members, classroom teachers, paraprofessionals, itinerant service providers (shall have a vote equal to the percentage of time they spend at the underperforming school), Principals/Headmasters and administrative guild members.

ii. The aggregate school reward shall be issued in the following manner:

| Enrollment as of October 1st | 11-15 point increase CPI Math or ELA | 16+ point increase CPI Math or ELA |
|---------------------------------|---|---------------------------------------|
| 0-500 | \$30,000 | \$50,000 |
| 501-800 | \$45,000 | \$65,000 |
| 801+ | \$65,000 | \$85,000 |

one aggregate award per school year.

UNION 5/3/10 COUNTERPROPOSAL:

3. Compensation

Rejected. This is not a proposal to limit, suspend or modify any provision of the contract and it is not a substantive proposal called for by law.

SC 5/28/10 PROPOSAL:

[See Appendix C]

RESOLVED:

COMPENSATION

I. For the 2010-2011 school year, teachers will receive a stipend of \$4100.00 each year for the extended work-year (190 total additional hours). This stipend will be annualized and retirement-worthy.

In subsequent years, any increase from the 2010-2011 work-year shall be compensated at the contractual hourly rate.

Pay-for-Excellence

- A. Subject to available funds, beginning in the 2010-2011 school year, each employee represented by the BTU at an underperforming school listed in Appendix A shall receive an award(s) based upon students' performance at each underperforming school listed in Appendix A as measured by the Composite Performance Index ("CPI") and median student growth percentile (as well as graduation rates for high schools and attendance rates for elementary and K-8 schools) established by the DESE. Such award(s) shall be paid in accordance with the schedule below.
- B. For purposes of the schedule, "teacher" shall include all those individuals identified in Appendix B.
- C. The first such award(s) will be based upon CPI data from the 2010-2011 school year as compared to CPI data from the 2009-2010 school year, and shall be available for distribution by December 1, 2011.

| TOTAL AWARD POSSIBLE PER INDIVIDUAL | Attainment of annual CPI turnaround target in ELA for the overall student body (in the aggregate) | Attainment of annual CPI turnaround target in Math for the overall student body (in the aggregate) | Attainment of annual median Student Growth Percentile turnaround target in ELA for the overall student body (in the aggregate) | Attainment of annual median Student Growth Percentile turnaround target in Math for the overall student body (in the aggregate) | Attainment of annual graduation rate turnaround target for the overall student body (in the aggregate) HIGH SCHOOLS ONLY | Attainment of Attendance rate turnaround target for the overall student body (in the aggregate) ELEMENTARY AND K-8 ONLY |
|--|--|---|--|---|--|--|
| \$750/Per Teacher | \$225 | \$225 | \$125 | \$125 | \$50 | \$50 |
| \$225/Per Paraprofessional | \$50 | \$50 | \$50 | \$50 | \$25 | \$25 |

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

3. COMPENSATION

B. Step Increases

SC 5/12/10 PROPOSAL

B. Step Increases

Beginning on September 1, 2011, teachers at Underperforming Schools shall not advance a salary step unless that teacher’s most recent evaluation prior to September 1st reflects a rating of overall “Meet Standards.”

UNION 5/3/10 COUNTERPROPOSAL:

3. B. Step Increase

Rejected. There has been no determination by any competent authority that step increases are an impediment to learning or to the rapid academic achievement of students.

RESOLVED:

The School Committee proposal to change Article VIII, A. 5. Step Advancement, is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

4. EVALUATION

A. Process

SC 5/12/10 PROPOSAL

i. The Parties acknowledge that the attached process shall be used to evaluate teachers at Underperforming Schools.

UNION 5/3/10 COUNTERPROPOSAL:

4. Evaluation

Process: i. Rejected. Teachers in the schools deemed underperforming on Exhibit "A" should be subject to the same evaluative process as others in the district.

RESOLVED:

[The School Committee proposal for a modified evaluation process for the underperforming schools has been superseded by the parties' negotiation over this issue in the ongoing successor contract bargaining.]

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

4. EVALUATION

B. Instrument

SC 5/12/10 PROPOSAL

i. Beginning September 1, 2010, teachers at underperforming schools shall be evaluated using the existing instrument with the following addition to the “Performance Indicators” under Dimension 7:

1. Teacher’s instruction has resulted in significant student achievement as demonstrated in student assessment data maintained by BPS.

UNION 5/3/10 COUNTERPROPOSAL:

4. Evaluation

Instrument: Rejected until the school committee places a proposed evaluation instrument on the table for consideration and negotiation.

RESOLVED:

Beginning September 1, 2010, and until a new evaluation instrument is negotiated, the existing performance evaluation instrument will include the following “Turnaround Indicator” under the Overall Rating for Dimension 7 (above Dimension 8):

1. Teacher’s instruction has resulted in significant student achievement as demonstrated in student assessment data maintained by BPS.

Teachers will be rated on the Turnaround Indicator but the Turnaround Indicator will not be a factor mark in determining the overall rating for Dimension 7.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

4. EVALUATION

B. Instrument

SC 5/12/10 PROPOSAL

ii. BPS and BTU will form a subcommittee (consisting of 3 members appointed by the BTU and 3 members appointed by BPS) to develop a performance evaluation instrument for teachers that incorporates student achievement data for use beginning on September 1, 2011. If the parties are unable to reach an agreement by March 1, 2011, BPS shall continue to use the evaluation instrument described in B. i above.

UNION 5/3/10 COUNTERPROPOSAL:

4. Evaluation

Instrument: Rejected until the school committee places a proposed evaluation instrument on the table for consideration and negotiation.

RESOLVED:

[The School Committee proposal for subcommittee negotiations on the evaluation instrument beginning September 1, 2010, has been superseded by the parties' negotiation over this issue in the ongoing successor contract bargaining.]

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

5. Changes to the Plan

SC 5/12/10 PROPOSAL

The Superintendent reserves the right to request bargaining and other flexibilities regarding a change to a working condition or provision in the collective bargaining agreement not addressed in this plan at a later date should the Superintendent feel that such a change is necessary to maximize the rapid achievement of students in underperforming schools.

UNION 5/3/10 COUNTERPROPOSAL:

5. Changes to the Plan

Rejected. This is not in keeping with the applicable statutory scheme.

RESOLVED:

The Superintendent reserves the right to request bargaining regarding a change to a working condition or provision in the collective bargaining agreement not addressed in this plan should the Superintendent feel that such a change to the collective bargaining agreement is necessary to maximize the rapid achievement of students in underperforming schools.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

6. Underperforming Designation Versus Pilot School Designation

SC 5/12/10 PROPOSAL

- A. A school shall not lose its pilot school status as a result of its designation as “underperforming.”
- B. For the first year a pilot school is designated as underperforming, the Principal/ Headmaster may submit an election to work agreement on or about July 1st.

SC 5/28/10 PROPOSAL:

- 6. A. A school shall not lose its pilot school status as a result of its designation as “underperforming.” Except as altered by the turnaround plan or at [the,] a pilot school's working conditions shall continue to apply. Nothing in this agreement shall restrict the Superintendents authority to alter the governance of the pilot school.
- B. For the first year a pilot school is designated as underperforming, the Principal/ Headmaster may submit an election to work agreement on or about July 1st.
- C. During the effective period of the turnaround plan for each pilot school listed in Exhibit A, there shall not be an election to work agreement and neither teachers nor the governing Board may change the school schedule or professional development schedule.

RESOLVED:

A. Excluding The English High School, a Boston pilot school shall not lose its pilot school status as a result of its designation as "underperforming." Except as altered by the turnaround plan, a pilot school's working conditions shall continue to apply. Nothing in this agreement shall restrict the Superintendent's authority to alter the governance of the pilot school.

B. During the effective period of the turnaround plan for each pilot school listed in Appendix A, there shall not be an election to work agreement and neither teachers nor the Governing Board may change the school schedule or professional development schedule.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

7. Workshop Days

SC 5/12/10 PROPOSAL

Each teacher at an underperforming school may receive up to three (3) workshop days per year to visit the classrooms of high achieving schools to share best practices. Teachers shall request workshop days and approval will be at the discretion of the Principal/Headmaster.

UNION 5/3/10 COUNTERPROPOSAL:

7. Workshops

Each teacher at these schools will receive three workshop days per year to visit the classrooms of high achieving schools to share best practices. At least two of the three workshop days must be with at least two other grade level or content level colleagues from the school. Workshop days shall be requested and approved in the same manner as personal days.

RESOLVED:

Teachers at an underperforming school will receive at least one (1) and up to three (3) workshop days per year to visit the classrooms of high achieving schools to share best practices. Principals and teachers will consult about scheduling workshop days, but final approval will be at the discretion of the Principal/Headmaster.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

8. Duration

SC 5/12/10 PROPOSAL

The working conditions and changes established by this agreement shall only apply to schools designated as “underperforming” by the Commissioner under “An Act Relative to the Achievement Gap”. Once a school loses its status as “underperforming” the collective bargaining agreement between the parties shall apply to that school unless that school is a pilot school.

UNION 5/3/10 COUNTERPROPOSAL:

8. Duration

This agreement shall not apply to any school that is no longer a Level 4 Underperforming School.

SC 5/28/10 PROPOSAL:

8. Once a school loses its designation as “underperforming” the changes in working conditions and changes to the collective bargaining agreement established by the turnaround plan shall no longer apply.

RESOLVED:

Once a school loses its designation as “underperforming” the changes in working conditions and changes to the collective bargaining agreement established herein shall no longer apply. In any event, these changes in working conditions and the collective bargaining agreement are effective only for the three years this turnaround plan is in effect (consistent with Section 3 (j) of the Act Relative to the Achievement Gap).

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

UNION PROPOSAL

UNION PROPOSED LANGUAGE:

1. Social/Emotional/Academic Support For Students

Each school shall have a team consisting of a Social Worker, Community Field Coordinator, Academic Coach and a .5 Behavioral Specialist assigned to cover that school. The staff of the school will select the Academic Coach who will teach 50% of the time and coach the remaining 50%. One Supervisor of Attendance shall be assigned exclusively to the schools on Exhibit "A".

RESOLVED:

The Union proposal regarding Social/Emotional/Academic Support For Students is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

UNION PROPOSAL

UNION PROPOSED LANGUAGE:

2. Reading Intervention Program/PE Program

Each school shall have a reading intervention program to support students who are in need of reading skills building. All students in these schools shall receive not less than three physical education/movement periods per week.

RESOLVED:

The Union proposal regarding Reading Intervention Program/PE Program is rejected.

Mary Ellen Shea, Chair
Neutral Committee Member

Patrick Connolly, Union Committee Member

Joseph Shea, Employer Committee Member

_____ Agrees _____ Disagrees

_____ Agrees _____ Disagrees

June 18, 2010

APPENDIX A

The changes to the collective bargaining agreement described herein apply to the following schools designated as “Underperforming”:

Blackstone Elementary School
Dever Elementary School
The English High School
Harbor Middle School (Pilot)
Dearborn Middle School
Agassiz Elementary School
Holland Elementary School
John F. Kennedy School
Burke High School
Orchard Gardens K-8 Pilot School
Trotter Elementary
E. Greenwood Elementary School

APPENDIX B

“Appendix B employees” refers to the following full-time employees:

Teachers (excluding ISP’s, ETF’s)
Guidance Counselors
Nurses
Clinical Coordinators
Student Support Coordinators

On a case-by-case basis, and at the discretion of the Superintendent, other employees may be included.

[Appendix C]

[Copy of “Exhibit B from School Committee’s compensation proposal attached here.]