

1

2 **Negotiating Package Submitted by the Boston Teachers Union**

3

4 **June 28, 2010**

5

6

7 The Boston Teachers Union recognizes that we all have a stake in improving our schools. We may
8 disagree on the mechanics, but we do not disagree on the need and urgency of rebuilding confidence
9 in our schools. We join with the school department in working jointly on this endeavor of mutual
10 interest.

11

12 The Boston Teachers Union is pleased to present this packet of negotiating items, which, it feels, is good
13 for students, good for our schools, and good for our members. Our members want to negotiate a
14 contract that can help close the achievement gap while being fair to our members. The two goals are
15 not mutually exclusive—in fact they work hand in hand.

16

17 Towards these goals, we are interested in a wide array of issues: closing the achievement gap,
18 improving school climate and our working conditions, enhancing our professionalism, maintaining our
19 benefits, and obtaining a fair salary increase for our members.

20

21 We are also interested in giving teachers and staff more voice in the day-to-day operations of their
22 school, as we seek to give our members more control over their professional lives. As part of this we
23 wish to provide our members with a clear professional growth path to sustain us for the duration of a
24 career.

25

26 Lastly, as the negotiations move forward, we will add certain key items, such as an item(s) on
27 performance evaluation and another item teacher professional growth and retention. We reserve our
28 right to add, delete, and amend the attached package, and to respond to any item(s) from the school
29 committee. Again, we look forward to negotiating a contract that works well for the children of Boston.

30

31

32

33

34 **Working Conditions**

35

36

37 **Paras in K classrooms:** K2 should have a full time paraprofessional. (p. 58)

38

39 **Individualized Benchmark Testing**

40 (p. 57) **Article V A 11 (g)**

41 Replace existing language with the following:

43 “Families of students entering grades K0-3 shall be offered an opportunity to make an appointment
44 before school begins in the fall for individualized assessments. Teachers shall be provided the
45 opportunity to administer the assessments, paid at the contractual hourly rate, and testing jobs will be
46 posted at the school level. First priority for assessment jobs shall be given to the teacher from the
47 classroom of the child being tested. The same procedure shall be followed for end-of-year assessments
48 after the school year has ended. Teachers for grades K0 – 3 shall be provided substitute coverage for up
49 to one day to administer any assessments which were not given in the days before the beginning of the
50 school year.”

51

52

53 The cost of an **Open Posting** shall be increased to \$3,000. (p. 99)

54

55 **Lowering Class Size in Underperforming Schools:** A joint BTU-BPS committee shall be formed with
56 the purpose of determining which 30 schools will be allotted sufficient teachers to reduce across-
57 the-board class size by four students. (p. 40 and/or p. 38?)

58

59 **Lowering Class Size in Non-Underperforming Schools** (as defined above): In all such schools class
60 size shall be lowered across-the-board by two students (p. 40)

61

62 **Establishing Reading Programs:** There shall be established in every ‘underperforming’ school a
63 reading intervention program . (p. 38?)

64

65 **Providing Parking:** P. 124 B—Instead of language that says "The School Committee shall request
66 the city to provide..." the language shall read: "The City shall provide..." (p. 124)

67

68 **Cell Phones:** Pupil Adjustment Counselors & school psychologists shall be provided cell phones for
69 use for school business. School psychologists shall have phone access in individual schools (p. 123)

70

71 **Improvement of Space in All Facilities:** Page 122, Article VII Working Conditions A. School
72 Facilities, Consultation Rooms; remove word “every new” and replace with “all”—intent is to insure
73 to the extent possible that all people have access to all of the above. (p. 122)

74

75 **Number of marking terms in Exam Schools:** Exam School staff shall, by a 2/3rds vote, have the
76 right to choose to have four marking terms instead of five, subject to the approval of the School
77 Site Council. Should the headmaster choose to veto the 2/3rds vote of the staff, staff shall receive
78 an allowance of 6 PD hours over the course of the year towards their 18 PD hours due. (p. 56)

79

80

81 **Availability of Cluster Paras:** A cluster para shall be assigned when a para’s absence is expected to
82 last more than three days. The para will be assigned no later than day 2 of said absence. (p. 55)
83 Also fix the ten years requirement on p. 55 to match para’s contract

84

85

86 **Full P&D Allotment for Elem Teachers:** Elementary teachers shall have five self-directed, 48-
87 minute P &D’s per week, one per day. (p. 47)

88

89 **Full SEIMS Allotment for Elem Teachers:** Elementary SEIMS time will now be two periods per week,
90 not to be taken out of their P&D time. (p. 66?)

91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138

Time for Creation of Portfolio Assessments: Teachers who administer MCAS Alternative Assessments will receive a day of substitute coverage for each student to assist in the preparation of these portfolios, up to five days of coverage. In addition, teachers will continue to receive the PDPs that they have been receiving for this work. (p. 55?)

Consecutive Teaching Minutes at the Elementary School: Elementary Teachers should not be required to teach more than 180 minutes without a lunch break, planning and development period, or an administrative duty. (p. 48)

Adequate Library Services: Every school that has an existing library at the elementary and middle school (or k-8) levels should be staffed by a librarian or paraprofessional and be allotted a budget of \$7/ pupil for books, computers and materials for each year of the contract. Every high school library shall have an annual budget for sole provision of updated library resources based on an allocation of \$10 / student attending the school as of 10/1 of that school year.(p. 122)

BTU Members' Ability to Place Offspring in Particular Schools: Children of BTU members who live in Boston shall be able to obtain a school placement for their child at the school at which either parent works and at which there is a vacancy. A task force shall be convened to determine the cost (and feasibility) to the school system of allowing a member, who does not reside in Boston, to bring his or her child to any Boston school where there is a vacancy. (p. 165, new V)

Adequate Technology for Students: BPS and BTU share the goal of having sufficient, effective and appropriate computer training and access for each student. To meet that goal BPS shall provide sufficient computer teachers, TSTs and repair personnel so that each school's computers are operational prior to Sept 15th of each school year. If a computer breaks and cannot be repaired by the school personnel, OITT will send a repair person within one week. (p. 124 new 10(b))

Religious Holidays: Three Kings Day and Diwali shall be added to the list of religious holidays in the contract. (p. 160)

Expansion of Laptop Policy: All bargaining unit members who work at least .6 FTE, including PACs and SOAs will receive laptops. P. 124

Sufficient Phys Ed Equipment and Adequate, Secure Storage: P 123/#7—There shall be sufficient physical education equipment....and there shall be a secured storage area/space for such equipment. " (p. 123)

Add to Article V,3 (d) **Normal Teaching Load:**

Teachers in K-8 schools who teach students in grades 6, 7, 8 or 50% or more of their schedule is teaching grade 6, 7, 8 grade students shall be assigned a secondary teacher schedule. Teachers who teach both grade 5 and grade 6 students shall be assigned a secondary teaching schedule. (p. 48)

139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183

Economic

Masters plus 90 Lane: In assuring that all BPS teachers are continuing their professional development to facilitate their status as "highly qualified teachers", we are asking that the BTU propose in their negotiations a "MASTERS +90 LANE". (p. 137)

NBPTS Increase: NBPTS to go from 4% to 5% (p. 118)

Adequate Supply Budget: All teaching staff to be eligible to receive up to \$1000 per year for supplies, pending submission of receipts (p. 165 new W)

Adequate Library Staff: Each high school will be required to employ a minimum of one professionally licensed librarian, library teacher or unified library media specialist and one library paraprofessional to assist with the school library program. (p. 122)

Increase and Expansion of Tuition Reimbursement Policy: Increase tuition reimbursement amount to \$1000, add 2nd year and above provisional teachers. Permanent teachers without career award to get \$1500. (p. 118)

Athletic Coaching Issues: All athletic coaching positions shall receive the negotiated salary increases, provided that, however, all athletic coaches shall receive no less than \$4,000 as of school year 2010-2011.

Paid paternity Leave: There shall be paid paternity leave—Similar to leave for adoption, any parent shall get 40 days, paid leave, for adoption (p. 162 p. 158?)

Misc.

Granting Teaching Interviews to provisional Teachers: Provisional teachers who receive an overall rating of satisfactory and who are certified shall receive four interviews for teaching positions provided there are four vacancies in their field of certification. Otherwise the provisional will receive as many interviews as there are vacancies, up to four. (p. 109 N (b))

Post-Graduation Mentoring Program: A joint BTU-BPS committee shall be set up to run a post high school mentoring program whereby BPS high school teachers will partner with Bunker Hill CC and Roxbury CC to provide mentoring and follow up to recent BPS graduates who attend either school. The program will be seeded by a \$50,000 allotment and the joint committee will seek outside funding. (p. 117)

BTU members will use the BPS sub central system to report all absences. No additional means or alternative means (such as calling the building administrator) will be required. (p. 130 new I or

184 p. 54)

185

186

187

Professional issues

188

189

190

Improvement in School Budgetary Process: Periodically throughout the school year, and not less than quarterly, the School Site Council shall be provided a budget document that details the then-current status of the school's expenditure report on all line items. (p. 22 (k)

193

194

195

Expansion of Peer Assistant Program: Peer Assistant—add a fifth person

196

197

Expansion/Creation of Lead Teacher/Master Teacher Program:

198

The Lead Teacher designation shall be reestablished, with the same application process and joint governance as before. New roles for lead teachers shall be created, with funding by the district. (p. 118)

199

200

201

202

Monthly Recognition of Teachers

203

Creating monthly spotlight award and recognition from School Committee for 'best practices' in teacher/administrator collaboration. Selection from a joint Court St. and BTU panel.

204

205

206

Creation of formal district-wide teacher leader cohort.

207

Have formal planning and action meetings for teachers of the year, award winners, grant winners and National Board Certified teachers. (p. 120)

208

209

210

Article VI, Section F, new #3 (renumber remaining paragraphs), p. 118

211

Center for Professional Development

212

A new Center for Professional Development shall be established in September 2011, with a budget of \$250,000 annually. The Center will be managed by a board of 4 BTU appointees, 4 BPS appointees, and two (2) members from local universities agreed upon by both BTU and the BPS. BTU members can propose a course and if approved by the board, will be compensated at a rate of three times the contractual hourly rate for each hour the course is in session. The course will be posted on the BPS' Professional Development site (MyLearningPlan or its equivalent) and teachers who attend will be granted in-service credit and PDPs. Efforts will be made to secure graduate credit from a local university.

213

214

215

216

217

218

219

220

221

222

223

Creation of PAR Program Teacher Evaluation component – expanding the role of the peer assistance program. Expand the role of peer assistance to peer assistance and review. Also, provide peer assistance with formal training to also provide assistance and review to administrators in the school buildings. (p. 93)

224

225

226

227

228

Teachers shall have input into the **development of PD** at their school. Teachers should be given the right to vote on content of in house professional development in conjunction with the administrators. Content should reflect the goals of the school, city-wide initiatives such as the

229

230

231 adoption of new programs and content required by the state such as MELA-O training. Content
232 should be determined by the ILT and voted on by a 2/3 majority of the staff by the end of the
233 preceding school year. (p. 79)

234
235 Any professional development that the school department offers that is directly related to the
236 teacher's content area or practice may be applied to the 18 plus hours of PD required in the
237 contract. (p. 79)

238
239
240 Teachers can seek PD outside the building in city wide approved programs if the school's
241 professional development does not reflect the goals outlined in each educator's professional
242 development plan. (p. 79)

243
244 Add the following to p.79 #7 paragraph 1

245
246 These hours shall focus on advancing the goals and objectives of the individual school's Whole
247 School Improvement Plan, , city-wide initiatives, and content required by the state.

248
249 Add the following to p.79 #8:

250
251 2/3 majority of the faculty, and
252 Add the following: In order to allow teachers to access relevant PD connected to practice any
253 professional development that the school department offers that is directly related to the
254 teacher's content area or practice may be applied to the 18 hours.

255
256 **Increase in Professional Day allotment:** Increase "Professional Days" from 2000 to 3000.
257 Building reps will have to sign off on distribution. (p. 73)

258
259
260 **School Site Council:** Article V J STRIKE (21) No personnel subcommittee shall be required after
261 completion of the first teacher posting. (p. 106)

262
263
264 Article III C (c) **School Staffing:** ADD: The Personnel Subcommittee shall give input into the
265 hiring process of Program Directors at the High School level. (p. 24)

266
267 **Program Areas**
268 All permanent teachers will have a **program area** in any area in which they have an active state
269 certificate. Delete words beginning in H2 with the words "and by meeting... (through) (d). (p. 95)

270

271

272

Group Issues

273

274 Supervisors of Attendance:

275

276

277 **Work Year:** Supervisors of Attendance should be compensated for the additional ten (10) days
278 in their work year or have the contractual requirement removed. (p. 70 (e)
279

280 Rationale: Other members of the BTU are compensated for any days they are required to work
281 beyond the normal 183 day school year. SOA's are contractually obligated to work a 193 day
282 school year. These ten days were added to the SOA's work year in 1975-1976 when BPS asked
283 SOA's to assist with address verifications during Court ordered desegregation.
284

285 **Case Load:** Non-teaching members of the BTU have established case load formulas and limits in
286 the contract. The six attendance officers request that the number of schools assigned to each
287 officer not exceed twenty (20). (p. 71 (f)
288

289
290
291

292 Physical Therapists

293
294 Article V (Staffing)

295 1 (e)
296 page 41 Change to:

297
298 Physical Therapists shall have a maximum average annual system wide caseload of one physical
299 therapist to twenty-six (26) (from 32) assigned students. The maximum individual caseload shall
300 not exceed thirty (30) (from 40).. (p. 41)
301

302 **Space:** A safe, clean, appropriate space for physical therapy testing/activity shall be provided to
303 physical therapists in every assigned school building—add to p 126, section h
304

305 306 Social Workers

307
308 **Hiring of Social Workers:** School-Site Licensed Clinical Social Workers—Both parties recognize that
309 many of our students suffer from social, emotional, and mental health issues that can lead to poor
310 school; attendance and poor academic performance. A 2001 study from the Boston Public Health
311 Commission concluded that nationally 20% of children have mental health disorders severe enough
312 to adversely affect their capacity to learn” and the same study reported, as an example, that 70-80%
313 of the students in Boston who had seriously considered suicide did not get the kind of health care
314 they needed. Towards helping resolve this problem we seek the hiring of 8 FTE licensed social
315 workers to be assigned to a indeterminate number of schools through an allotment and an
316 assignment created by a joint labor-management committee (p. 59)
317

318 Occupational Therapists

319
320 Page 122

321 Article VII Working Conditions

322 A. School Facilities

323 2. Consultation Rooms

324 (c.) remove word ‘every new building’ and replace with ‘all buildings.’

325
326 Occupational Therapists: **caseload (p. 41)**
327 Replace Effective 9/1/07 with 9/1/10
328 Replace August 31, 2010 with August 31, 2013
329
330

331 **All Itinerant Service Providers:**

- 332
333 (b.) **Mileage Payment Option:** Related services providers with more than 2 sites as well as
334 all SOAs, school psychologists, & pupil adjustment counselors shall be eligible for the
335 option as found on p. 149 I 2.
336
337 (c.) **Supplies:** Change to \$250 in year 2010-2011, \$275 in year 2011-2012, and \$300 in year
338 2012-2013 of the contract.- p 74 c
339
340 (h.) **PD Allotment:** Change \$15,000 to \$30,000 p 75 h
341

342 **PSYCHOLOGICAL SERVICES**

343
344 The **caseload** for the School Psychologists shall be one School Psychologist for every 850 children.
345 No bilingual psychologists shall be assigned to more than six schools. (P. 41)
346

347 **Hiring of Additional Personnel:** Effective 9-1-2010, the BPS will increase its allocation of school
348 psychologists by a net number of 3 and the pupil adjustment counselors by a net number of 2 in
349 each year. (P. 41)
350

351 **Adequacy of Space:** Pg. 126 #17 (g). All BPS School Psychologists shall be assigned a consistently
352 available office, which will allow for uninterrupted work with students, staff, families, and graduate
353 school interns. Said space shall allow for evaluations, counseling, consultation to staff and families,
354 supervision of graduate students as well as for participation in Response to Intervention, &
355 Functional Behavioral Assessments. This space shall be provided in both new and existing buildings.
356 Space shall also include age and activity suitable furniture to accommodate the various age groups
357 within each building. Because of confidentiality issues, the office will also include a locked filing
358 cabinet or closet in order to store materials and paperwork. Office shall also include electrical and
359 internet access in order to attain school records and to complete job mandated activities, which
360 require daily internet usage. Office space shall also include telephone access as well as an
361 answering machine to address confidentiality issues, as well as to facilitate outreach to parents,
362 community programs and mental health resources.
363
364
365
366

367 **SPED Faculty Senate:**

368
369 Every SPED ETF office shall have a working printer. (p 65 (12))
370
371
372

373 **Clinical Coordinators**

374

375 Should have a **caseload** maximum of 32, similar to the class size maximum that teachers have.

376

377 Rationale: Clinical Coordinators provide in-school counseling for students in substantially
378 separate LAB Cluster programs, as stated in the students' IEPs. However, in some cases, it is
379 impossible to provide this service appropriately, due to the high caseload numbers of Clinicians.
380 It is also unethical for a Clinician to be responsible for monitoring the mental health of more
381 students than there are hours in the school week to service them. (p. 41)

382

383

384 **Speech and Language Pathologists**

385

386 **Adequacy of Space:** Change item about rooms, p. 126, Item 17(e) to the following: SLPs shall be
387 provided with a clean, ventilated room containing furniture and phone for uninterrupted work
388 which will include testing, therapy and teacher/parent consultation. These are services for
389 which the City of Boston bills Medicaid and professional standards need to be met. Therapy
390 rooms deemed inappropriate include book closets, hall ways and shared arrangements of more
391 than 2 therapists/school personnel. Therapy will not commence until an appropriate space is
392 provided.---this Paragraph takes place of p 126 SECTION e

393

394 Change item about **caseload** p. 41 Item 1(e) to the following: Speech/Language Pathologists
395 shall have a maximum average annual system wide caseload of one pathologist to 40 assigned
396 students. The maximum individual caseload shall not exceed 45. Therapists assigned to more
397 than 3 schools shall have a maximum individual caseload not to exceed 40 . Effective 9/1/10,
398 the BPS will increase its allocation of speech and language therapists by a net number of 4 in
399 each year of the collective bargaining agreement that expires on August 31, 2013 for a total of
400 12 THIS SECTION Takes THE Place of p 41 section e (SLP)

401

402 **Information needed to Monitor Hiring:** To item 15(f), p, 74 add Speech and Language
403 Pathologists to language about monitoring average annual system wide caseload.

404

405

406 **New Teacher Developers**

407

408 **Time for all Novice (1st and 2nd year) Teachers to Meet:** ALL first year teachers will receive
409 one full adm. duty/period to meet per week with their NTD. All second year teachers will
410 receive one full adm. duty/period every other week to meet with their NTD. This time will
411 not come out of the P&D allotment. (P. 112 D. (delete all except last sentence), add above
412 language as new E or on p. 48 (c)

413

414

415 **ETF Issues**

416

417

418 **Caseload Formula:** All ETFs to have a caseload (contact list) of 150. (p. 66 15 (c)? Delete p. 63-
419 64 (9) 1-3?

420

421 **Mentor ETFs:** We would like to see first year ETFs be partnered with experienced ETFs in a
422 mentoring format. ETFs could apply for the NTD positions and receive compensation based on
423 the number of new ETFs they 'ntd' in a given school year. This section shall also include
424 guidance counselors (p. 65 #13)

425
426 **Guidance Counselor Issues**

427
428
429 **Professional Development Time:** Guidance Counselors shall have professional development
430 workshops that happen during contract hours, similar to those for other groups. The guidance
431 faculty senate would be interested in planning and sponsoring those events. (p. 59 new (e))

432
433 **Caseload:** For all k-8 schools, the citywide ratio of guidance counselors shall be 350:1 and all
434 students in a k-8 shall be counted (p. 41)

435
436
437 **Clerical support:** All guidance counselors shall have clerical support. (p. 59 new (f))

438
439
440 **(ALL) ARTS Teachers (Fine, Performance et al)**

441
442
443 Arts teachers will be allocated an additional \$1000.00 per year for **supplies**. P. 115 new W (b)

444
445
446 **Common PD Planning Time:** All specialty teachers (art, music, phys ed., guidance, and so on)
447 district-wide, will meet as a group at least once during the contractual school day for a
448 professional development day, on one of the city-wide all school professional development days
449 already scheduled on the calendar. In addition, if there are two or more arts teachers within a
450 school, they will be allowed to meet as a team during their weekly common planning time. (p
451 59)

452
453 **Nurses**

454
455
456 To provide adequate staffing to cover **nursing absence**, sufficient full time substitute nurses
457 shall be hired. A permanent or provisional nurse who has to cover for an absent nurse will
458 receive a bonus payment of \$100 for the first day of coverage, and a report shall be immediately
459 filed with the Office of the Superintendent. (p. 73 new (6))

460
461
462
463 **PARAPROFESSIONALS CONTRACT**

464
465
466 **Personal Days**

467 Paras shall receive to 4 **personal days** per year just like the teachers (p. 211)

468

469 **Additional Pay Lane:** A paraprofessional Bachelor's +15 salary lane shall; be created (p. 201)
470
471
472 **Availability of Cluster Paras:** A cluster para shall be assigned when a para's absence is expected to last
473 more than three days. The para will be assigned no later than day 2 of said absence. (p. 195)
474
475 **Tuition Reimbursement**
476 Paras in their second year and beyond shall be eligible for tuition reimbursement up to \$1000 (p. 209)
477
478 **Laptop Computers**
479 Paraprofessionals shall receive laptop computers in the same manner as teachers.
480

481 482 Substitute Teachers Contract

483 Long term and cluster subs shall get the same allotment of **sick days** as teachers (p. 232)
484

485 Cluster subs shall be eligible for the **26 pay-period** option p. 232 new A3
486

487
488 **Yearly Longevity Bonus:** Per diem substitutes shall receive \$1500 and \$2500 instead of \$1000
489 and \$1500, respectively, for the various thresholds for work as found on p 233. (also delete last
490 two sentences)
491

492 Teaching Interviews: P 231 E shall be re-written as follows: Substitute teachers who are certified
493 and who have a letter of recommendation from a principal shall receive four interviews for
494 teaching positions provided there are four vacancies in their field of certification. Otherwise the
495 substitute will receive as many interviews as there are vacancies, up to four.
496

497
498 **Hiring of Sufficient Cluster Subs:** Cluster Subs will be increased to 120, 140, and 160 in each of the
499 three years of the contract. (p. 230)
500

501
502 ETF caseload Done in line 413
503
504
505
506