

**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, 2003 through August 31, 2006 shall continue in full force and effect from September 1, 2006 to August 31, 2007. 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, 2006 to August 31, 2007

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

Section E

Add Pilot School Agreement after section D and make the previous section E section F. (See Attachment “A”)

3. Article IV School Assessment

Section D Underperforming Schools – Change Title to Superintendent’s Schools

Replace Section D(1-5) –

Vision

The Boston Public Schools seeks to transform low or under-performing schools to schools of excellence through a comprehensive slate of supports, incentives, collaborations, resources, flexibilities, structural improvements, and accountability measures. These schools will be known as the Superintendent’s Schools. All members of the community (teachers, parents, students, administrators, universities, businesses, community groups, and neighbors) must work together to ensure that all students achieve academic success, and that gaps in achievement defined by race, income, language and/or program are eliminated.

Core Beliefs

Boston's plan for improving low- and under-performing schools focuses on five core beliefs:

- *All* students can meet high standards of academic achievement in the Boston Public Schools.
- Quality instruction is the key factor affecting student learning.
- Strong and effective leadership at the school site is a key component to whole school improvement.
- The district must position resources to support principals' development as instructional leaders.
- Incentives and accountability around measurable goals at all levels must be aligned toward improving student learning.

By embracing these five core beliefs in all aspects of school life, by instituting policies and building practices around these beliefs in these schools, and by building coalitions of support around these beliefs, Boston will help build the capacity necessary to enable high student achievement in its neediest schools.

1. Schools become eligible to be selected as Superintendent's School status if they meet one of two criteria:
 - a. The school is on track to be, or has been, designated as "Chronically Under Performing" by the Massachusetts Department of Education.
 - b. The school is on track to be, or has been, designated as "Restructuring" under the Federal No Child Left Behind regulations.
2. In the first year of this intervention, the Superintendent, under the advisement of the Boston Teachers Union, will select up to 10 schools for this program. The Superintendent may designate five (5) more schools in the second year and five (5) additional schools in the third year for this status.
3. Once schools lose their state or federal designation they will be removed from the list of Superintendent's Schools, to be replaced by another following the procedures outlined above.
4. Each school year, the principal or headmaster of a Superintendent's School will have sole discretion in filling 75% of personnel vacancies.
5. All teachers and staff in Superintendent Schools will be required to work one additional hour per school day with the stipulation that a minimum of 80% of this additional time be used for direct instructional time. The balance of the time can be used for professional development (in addition to the 50 hours), meetings, advisory, common planning time, or class time. The specific allocation, scheduling, and content of this additional time will be stipulated in the School Reform Plan (SRP) and must be approved of by the Superintendent or his designee. Teachers compensation shall be paid on a pro-rata basis, annualized and retirement worthy. Paraprofessionals will be compensated at their regular hourly rate, retirement worthy.

6. All teacher Individual Professional Development Plans (IPDP) and school wide professional development plans must be submitted to and approved by the Superintendent or his designee.
7. The provisions found in Article V A(3)(d) "Normal Teaching Load" that limit teachers from teaching no more than 160 minutes without a lunch break, Planning and Development Period or an administrative duty shall be increased to 180 for Superintendent's Schools; in addition, teachers in Superintendent's Schools, to accommodate the additional hour of instructional time, will be permitted to teach up to 300 minutes per day.
8. Teachers in Superintendent Schools receive an additional 20 hours of professional development per year (in addition to the 30 existing required hours). The first twelve hours can be scheduled as two days during the week before school starts on a Tuesday, Wednesday, or Thursday, or as two days scheduled on Saturdays or other non-pupil school days. The remaining eight hours can be scheduled in the same manner as the current eighteen hours of professional development (see Article V(E)). Teachers participating in these twenty hours shall be compensated on a pro rata basis on their annual salary for this additional time. The faculty will vote to decide the schedule for the additional twenty hours. The vote will be conducted with five school days' notice to staff and with using a secret ballot. The twenty hours will receive retirement credit.
9. Teachers will have the option of excessing themselves from a newly-designated Superintendent School by February 1 of the previous school year provided that such notice is given before the beginning of the transfer process.
10. In each Superintendent School, a Joint Labor-Management Committee (made up of 2 BTU members, 2 chosen by the Superintendent and 1 jointly agreed upon member) will be convened to make recommendations to the Superintendent regarding school staff. The principal or headmaster can recommend to the Joint Committee that teachers, administrators, or other staff be reassigned from the school. The Joint Committee shall vote on any recommendation made by the principal or headmaster to reassign any staff member from the school. A vote in the affirmative by a simple majority shall result in the recommendation being forwarded to the Superintendent for approval and implementation. The Joint Committee may also make their own recommendations regarding the reassignment of additional school staff and/or the principal or headmaster to the Superintendent for approval and implementation. The Joint Committee must make staff reassignment recommendations to the Superintendent by January 15.
11. Recognizing that many of these schools are hard to staff schools, the district will offer an incentive to encourage individual or teams of experienced,

excellent teachers to work in these schools. With additional curricular, leadership, professional development, or other responsibilities, these teachers may receive up to 5% above their base salary.

12. The scheduling of Tier 2 and 3 schools is an ongoing function of the BPS. Where possible, the BPS will attempt to accommodate a request for Superintendent's Schools in Tier 3 to move to Tier 2 or Tier 1.
13. When a principal asks a teacher currently working at a superintendent's school to fill a vacancy in another grade at the school, and the teacher objects to the assignment, the teacher may appeal the assignment to the BTU President and the Superintendent for resolution. Both must concur for the teacher to be reassigned.
14. The class size maxima in all regular education classes in Superintendent Schools shall be two students fewer than those maxima identified Article V, Section A(1)(a).

4. **Article V Staffing**

Section B(9) Department of Implementation Personnel

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

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

Section B(15) All Itinerant Service Providers

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

Section E (1)(a) Length of School Year/School Day and Calendar

Add to end of section (7) - For all professional development hours, the ILT in each school shall hold a meeting with the faculty each April to solicit ideas for the content of professional development in the following school year

Section K(1)(e) Layoff

Add New Section - There shall be a seniority-based layoff system for Clinical Social Workers.

5. Article VI: Professional Development

A. New Teacher Developers

Replace existing Article VI D (p. 101) with the following:

1. New Teacher Developers

A. A system that mentors and provides support and training development to novice teachers and provides an orientation program for other incoming teachers will be implemented. To meet this need, the position of New Teacher Developer (NTD) will be created to work with novice teachers. The NTD will be paired where possible by content area, subject areas, and grade level with novice teachers for such activities as conducting observations, demonstrations, mentoring, coaching, and providing induction support and professional development.

B. The position of full-time New Teacher Developer (NTD) shall be created and will allow for one (1) NTD to work with 14 novices and will be paid an additional 5% above their base annual salary. The work year for a full-time NTD will be 183 days, an additional 18 hours per year, and an additional 2.5 hours per week commencing on or about the second week in August through approximately June 15th, or when the NTD completes his or her work year, of each school year: however, full-time NTDs will be paid from September 1 through August 31 of each respective school year. All pay shall be retirement worthy. Full-time NTDs will be hired through a central hiring process. A team of three (3) members from the Boston Teachers Union and three (3) representatives from the Boston Public Schools will conduct the screening and selection of full-time NTDs using the job description and Dimensions of Effective teaching as criteria.

C. Part time NTDs shall be assigned to work on a 1:1 ratio at 5% for an additional 2.5 hours per week or 1:2 ratio (NTD to novice(s)) at 10% for an additional five (5) hours per week. A part-time NTD can be assigned up to two (2) novice teachers, but it is desirable that the ratio be kept 1:1. The work year shall be the same as the standard work year. The additional pay shall be retirement worthy and the 5% additional salary (10% for two) shall be guaranteed for the entire school work year, contingent upon the NTD's successful completion of his or her responsibilities, with the understanding that NTDs assigned after the beginning of the school year will provide the balance of time as additional hours. Part-time NTDs shall be hired by each school's personnel subcommittee"

B. Professional Leadership Opportunities

Replace Article VI F 2, 3, and 5 (pp. 106-109) with the following:

1. Professional Leadership Opportunities

(a) \$250,000 will be allocated for the 2006-07 school year for professional leadership opportunities. These funds are to be allocated for additional professional leadership opportunities to create avenues of growth for teachers along a career continuum.

(b) A final list of work opportunities, the distribution of funds, and duration of the opportunity will be determined annually by a Labor/Management Joint Committee composed of three BTU representatives chosen by the Union and three management representatives chosen by the Superintendent. A decision must be reached on any matter by a majority vote of the Committee. In the event of a deadlock by the committee, the BTU President and Superintendent will make the final decision. The standard for additional compensation will be 5% of the annual base salary which will be retirement worthy and is predicated on work that requires an additional 2.5 hours of service per week and will be paid proportionately to the period of time served.

5. Article VIII Compensation and Benefits

Section D(5)

Amend section (c) second sentence – Credit in the excess of ten (10) but not in excess of thirty (30) shall be granted for salary purpose for in-service courses earned after September 1, 1980.

Compensation

Base Wage increase is as follows:

Effective September 1, 2006 - 2% base wage increase on all salaries, rates and differentials.

Effective September 1, 2006, all members of the teacher unit and the paraprofessional unit shall receive a one-time bonus of \$500.00. This bonus will not be calculated as part of the base wage.

Section M Insurance

A. Effective July 1, 2007 the City shall cease to offer Master Medical to bargaining unit members. On July 1, 2007 the City shall offer the indemnity PPO known as Blue Care Elect Preferred. The City's rate of contribution for the indemnity PPO shall be 75%. The employee's rate of contribution shall be 25%.

- B. Adoption of M.G.L. Chapter 32B § 18.
- i. The Union agrees to support legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.
 - ii. In the event that the legislature takes not action on the above mentioned matter by June 30, 2008, the Union will support the adoption of Section 18, in its current form, by the Boston City Council.
 - iii. Upon adoption by the Boston City Council, the City will meet with the Union and bargain over the impact that the adoption will have on current members upon their retirement. It is the intention of the parties to meet and bargain over the impact of the adoption of Section 18 during the contract period. In the event the impact of said adoption does not conclude during the contract period, the City reserves its right to maintain that the impact of Section 18 shall continue to be an impact bargaining issue. Likewise, the Union reserves its right to maintain that the impact of Section 18 should be addressed as part of successor bargaining. This agreement shall not be construed as an agreement by either party as to whether or not this matter must be subject to impact bargaining or successor bargaining. In the event that this matter does become subject to successor bargaining, the parties will address the matter separate and aside from other matters being negotiated at the main bargaining table. This subsection shall take effect on the effective date of the collective bargaining agreement that expires on August 31, 2007 and expire on August 31, 2010.

C. Re-opener

A re-opener shall take effect if the City of Boston voluntarily enters into an agreement with another City of Boston municipal union (excluding the Boston Water and Sewer Commission) that would have the City paying more than 85% of the HMO premium contribution (or 80% of the POS premium contribution) during any time between September 1, 2009 and August 31, 2010. This re-opener shall be restricted to the issue of what percentage the City will pay for its contribution to HMO and POS premium products.

This section shall take effect upon the effective date of the collective bargaining agreement covering the 2006 – 2007 school year and shall expire on August 31, 2010.

Section N Career Awards

Amend third paragraph of section which reads, “. Teachers shall automatically receive career awards to which they are entitled. Effective July 1, 2004, retroactive career award payments shall not exceed three (3) years.”

Paraprofessionals

1. **Article II**

Section A(5)

Add - Paraprofessional working in designated “Superintendent Schools” shall participate in the extended school day and professional development at their full rate of pay.

2. **Article III Compensation and Benefits**

Section A

Add - If 200 paraprofessionals choose the option, a paraprofessional shall have the option of being paid bi-weekly over 26 paychecks.

Withdrawal of Program Directors Arbitration

The Union agrees to withdraw its demand for arbitration in Boston Teachers Union and Boston School Committee, American Arbitration Association Case No. 11390-00804-06 (Gr. Program Directors) upon the execution of this agreement and funding of the parties’ successor agreement(s) to their 2003-2006 collective bargaining agreement. The Union also agrees that it will not grieve/arbitrate any claim based on the facts in the above captioned arbitration and will not renew any substantially similar grievance alleging violations of the collective bargaining agreement based on the school department’s prospective assignment to program directors of the duty of teaching up to two classes or up to fifty percent (50%) of a teacher’s normal teaching load, provided however, that no member of the Union’s bargaining unit shall be exceeded as the result of any such assignment.

Labor Relations Commission, et al. v. BTU, Local 66, et al., Civil Action No. 07-0587-F

The School Committee agrees that in the negotiations leading to final agreement the Union has given good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The School Committee therefore agrees that if the Union appeals the Superior Court’s contempt ruling dated February 27, 2007 in *Labor Relations Commission, et al. v. BTU, Local 66, et al., Civil Action No. 07-0587-F*, it will take no position on the appeal of the contempt ruling. The School Committee further agrees that if the Union files a motion in the Superior Court seeking remittitur of a contempt fine or vacation of the contempt finding,

the School Committee will not file an opposition to such motion, and that the School Committee will not file the motion or affidavits authorized in the order on contempt, p.7. The School Committee's agreement herein is limited to a challenge based on the issue of contempt. The School Committee expressly reserves its right to oppose any challenge by the Union or by the other defendants, direct or indirect, to the legality, validity, scope, or jurisdiction of the Superior Court's injunction order entered on February 13, 2007, of the underlying Labor Relations Commission orders entered on January 18, 2007 and February 6, 2007, or of the orders denying stay entered on February 14, 2007. This includes the right to oppose any such challenge which is made in the context of a motion or appeal which also challenges the contempt ruling.

No Child Left Behind

Effective June 30, 2007, paraprofessionals shall achieve highly qualified status in compliance with the No Child Left Behind Act as condition of employment.

Effective June 30, 2007, teachers shall maintain highly qualified status in compliance with the No Child Left Behind Act as a condition of employment.

The above language, as proposed by the School Committee is withdrawn without prejudice. In withdrawing this proposed language, the School Committee does not relinquish any obligations or rights it has under federal or state law including, but not limited to, the No Child Left Behind Act.

The School Committee and the Union are committed to insuring that all teachers and paraprofessionals are highly qualified and agree to continue working together to achieve this goal.

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**
