

New Collective Bargaining Items—These Are Changes ONLY. (as of 10/31/12)

Teachers Unit

All staff will receive the following **salary increases** (plus all rates and differentials):

There will be no salary increase for the 2010-2011 school year.

There will be the following salary increases:

- 1%, retroactive to 11/1/11
- 2%, as of 11/1/12
- 3%, as of 11/1/13
- 3%, as of 11/1/14
- 3%, as of 11/1/15

Class size in Level 3 and Level 4 schools plus undesignated schools (King, Higginson Lewis, Mildred Ave., Tech Boston) shall be reduced by 2 students in grades 6 and by 1 in grade 9. This currently totals 35 schools that have the affected grades.

Performance Evaluation--Effective immediately all staff shall fall under the "Model Collective Bargaining Contract Language" released by the DESE.

There are significant differences between what the city's language on performance evaluation offered versus what the state's model language offers. The state offers more protections, more due process, and more detailed, timely, and constructive feedback to our members. At the end of this document you will find a synopsis (**Appendix A**) of protocols that 1) were missing in the city language but are found in the state's language and or 2) were contradicted by the city's language. In any case the state's model contract language, while not perfect by any means, will provide each of us—in comparison to the city's proposal—the tools to enhance our skills by providing regular, timely, and constructive feedback. Please keep in mind that Boston, along with other communities in the state, is now obligated to change the performance evaluation language we now have to keep in line with the state's or similar language. In other words, *we had to do something*. It is our belief that the state's model language gives each of our members a far better grounding and basis for improvement than the city's proposed contract language. The BTU will shortly announce informational sessions that will get our members up to speed on the new changes. PLEASE SEE **APPENDIX A** AT THE END OF THIS DOCUMENT FOR MORE DETAIL.

Coverage Nurses--effective this year and continuing through 8/31/16, 6 full time nurses shall be added and maintained to the current allotment. **Social Workers**--No later than the beginning of the 2013-2014 school year, the district shall add and maintain a complement of 8 social workers.

A teacher hired after 9/1/13 shall not advance a lane beyond **M15** unless he or she takes courses that have received prior approval from HR Dept. **A teacher hired after 9/1/13** shall not **advance a salary step** if his/her most recent evaluation reflects an overall rating of Unsatisfactory, and this stays in effect until he/she receives a higher overall rating on a formative assessment, formative evaluation, or summative evaluation.

COSESS shall be added as a program area

- Each COSESS shall have a district -wide caseload average of 150
- COSESS shall have a net increase of 2 in 2013-4, 14-15, and 15-16, for a total of 6
- Effective this school year, each COSESS shall have a .7 FTE clerk assigned to him or her, and shall be allowed to participate in the new teacher PTPP (formerly excess pool) process
- Supplies shall be made available and the work year shall remain the same, but summer OT may be offered at the contractual hourly rate and shall be voluntary, with such scheduling to be completed by July 15.

There shall be a **new Excess Pool Process** for all classroom personnel (not Related Service Providers, School Psychologists, PACs, and the like). This new process, called the **Post-Transfer Placement Process (PTPP)**, does not affect the Transfer process, the Open Posting Process or the Rolling Posting Process. It is a substitute for the excess pool process only. The PTPP does not affect how teachers are involuntarily excessed from schools--that will still be done by reverse seniority. All voluntarily and involuntarily excessed teachers will follow this process to obtain a new assignment. With a few exceptions teachers (and others) with professional status who have not been rated *Unsatisfactory* or *Needs Improvement* by 2/1 can voluntarily excess themselves from a building every two years.

General synopsis: Once in the PTPP, all participants make 5 choices in their Primary Program Area or in an Alternate Program Area if there is no layoff or recall list in that field and if there are sufficient vacancies in that field. Principals and their personnel subcommittees select from among the applicants expressing interest. All eligible vacancies as well as all vacancies created by teachers who have voluntarily excessed themselves shall be included in this process. No position can be left unfilled if a qualified applicant submitted an expression of interest in that position and has been unsuccessful in obtaining other positions. This process continues until late August. All who participate in this process are entitled to a position by the end of the process. All will be done electronically. The current grievance/arbitration process will continue.

New Enhanced Tuition-Reimbursement Language

- Permanent teachers not yet getting a career award shall be eligible for up to \$1000 in tuition reimbursement
- Provisional teachers shall be newly eligible for \$500 in tuition reimbursement

All specialty teachers shall be able to meet at least one day annually as a PD Day on one of the city-wide PD days already scheduled

Lead teacher positions with a stipend of \$2250 shall be established @ one per school with student populations up to 1,000 and two at schools with more than 1,000 students.

A **BTU Professional Development institute** shall be established and shall be headed by a BTU member-coordinator who salary is paid 50-50 by the BTU and the School Department. Benefits to be paid by the BPS. The coordinator shall be chosen by the BTU and approved by the Superintendent.

There will be a **fifth peer assistant** hired

Twenty (20) coverage paraprofessionals will be hired and maintained to cover when a regularly-assigned paraprofessional is absent from a 1-1 position or a .4 classroom

Itinerant staff shall have a locked file cabinet in each school they service for secure storage of student records

The **18-hour PD schedule** will no longer fall under a faculty vote for approval, though there are some restrictions on the administrator's discretion

SPED teachers who are required to submit MCAS-alt assessments shall receive one day of substitute coverage to do so

Lead Sign Language Interpreters to be included into Teachers' Unit AND be eligible for CEU credit being allowed to translate into in-service credit, as is current practice with other groups, e.g., SLPs.

School-Based Management

- The Steering Committee will add BTU members, parents, and students, all of whom will be representative of the various constituencies represented by each party.
- School Site Council will add two voting student members (HS only) elected by students at school, will have timely access to school budgets.
- School Site Council Personnel Subcommittee will have expanded role in hiring process, and one student (HS only) will be added, with majority required for a decision.

A new type of **academic lane 'credit'** shall be established to allow lane advancements for teachers who complete BPS-designated course or courses. All course(s) shall be tuition- free. This new credit shall be used interchangeably with in-service credits, which will still exist.

BTU members' children shall be able to obtain a school placement at the school at which the parent works subject to these conditions:

The parent shall be responsible for the transportation of the child unless the child would otherwise receive transportation in accordance with the District's transportation and/or assignment policy, 2) there is a seat vacancy and no waiting list at the school within an appropriate program setting for the child, 3) no class size maxima shall be exceeded at the time of the child's enrollment in the school, and 4) the student meets eligibility requirements, if any. This provision shall not be applicable to high schools.

The **following coaching stipends** shall be adjusted to 9/1/12 from \$2,889 to \$3500: Wrestling Coach, Golf Coach, Badminton Coach, Bowling Coach, Cheerleading Coach, Tennis Coach; Middle School Coaches as of 9/1/12: Basketball from \$2,889 to \$3,000, Track & Field from \$2,889 to \$3,000, Football from \$2,889 to \$3,000.

Other coaches/positions as of 9/1/12: **Academic Debate Coach** from \$1,390 to \$1,738; **JROTC** as of 9/1/12: from \$1,390 to \$1,738. And as of 9/1/13, JROTC goes to \$2250.

Each of the above stipends receives their salary bump retroactively, but in return will not increase each year with a COLA.

Paras' Unit

Similar to teachers' bargaining unit, all staff to receive a 0% salary increase (plus all rates and differentials) retro to 11/1/10 plus

- 1%, back to 11/1/11
- 2%, as of 11/1/12
- 3%, as of 11/1/13
- 3%, as of 11/1/14
- 3%, as of 11/1/15

Twenty (20) coverage paraprofessionals will be hired and maintained to cover when a regularly-assigned paraprofessional is absent from a 1-1 position or a .4 classroom

Tuition-Reimbursement: Paras shall now be eligible for \$1,000 per year with five or more years of service, and \$500 with three or more years.

Paras with a teaching certificate, who are recommended by building principal and who apply for teaching positions will be **guaranteed four interviews if there are four vacancies for which the par is qualified; three, if three; two if two; one if one.**

Substitutes' Unit

Similar to teachers' bargaining unit all staff to receive a 0% salary increase (plus all rates and differentials) retro to 11/1/10, plus

- 1%, back to 11/1/11
- 2%, as of 11/1/12

- 3%, as of 11/1/13
- 3%, as of 11/1/14
- 3%, as of 11/1/15

• Every attempt has been made to insure the accuracy of this document, but this document is not meant to substitute for the actual agreement, which will, as soon as finalized, be posted for all members. That said, the document is a full, complete and fair summary of the MOUs that the parties have tentatively agreed to.

Appendix A

Summary of Key Elements in State’s Model Performance Evaluation Contract Language that were missing in City’s proposal

Each Educator will have one **primary Evaluator** at any one time responsible for determining performance ratings.

Classroom or worksite observations conducted pursuant to this article must result in **feedback** to the Educator.

Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

Unannounced Observations: The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation

Announced Observations: The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the Evaluator’s judgment.
- Describe actions the Educator should take to improve his/her performance.
- Identify support and/or resources the Educator may use in his/her improvement.
- State that the Educator is responsible for addressing the need for improvement.

Evaluation Cycle: Formative Assessment: Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

Evaluation Cycle: Formative Evaluation: Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

Evaluation Cycle: Summative Evaluation: The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

- The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

- The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

Educator Plans: Improvement Plan: An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

- The **Improvement Plan** shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district. The Improvement Plan process shall include:
 - Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- The **Improvement Plan** shall:
 - Describe the assistance that the district will make available to the Educator;
 - Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - Include the signatures of the Educator and Supervising Evaluator.
- **A copy of the signed Plan shall be provided to the Educator.** The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Rating Impact on Student Learning Growth: ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

Using Student feedback in Educator Evaluation: ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

Using Staff feedback in Educator Evaluation: ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

General Provisions: The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

Violations of this article are subject to the grievance and arbitration procedures.

(We thank the AFTMA for their help in developing Appendix A.)