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Title: **Boston City School Committee and Boston Teachers Union, American Federation of Teachers (AFT), AFL-CIO, Local 66 (2004)**

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(The following amendments to the BTU Contract were ratified by the BTU membership on 4/14. The Boston School Committee (BSC) is expected to approve the agreement at its next regularly scheduled meeting on 4/28. After adoption, the BSC will transmit the package to the Mayor.

Click for Salary pay grids

Richard Stutman, 4/16/04)

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

(Ratified by Boston Teachers Union , April 14, 2004)

Teachers' Unit

- Duration

Amend Article I(A) paragraph two - p. 6 - as follows:

"This agreement and each of its provisions shall be in effect as of September 1, 2003 , unless otherwise so stated, and shall continue in full force and effect through August 31, 2006 . Negotiations for a subsequent agreement will commence on or after January 2, 2006 upon the request of either party."

- 2. Compensation

Amend Article VIII - pp. 115-145 - as to reflect the following:

Effective 9/1/03

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 9/1/04

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.5%

Effective 9/1/05

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 1/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Effective 4/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Career Awards

Amend Article VIII(N) - p. 135 - to read as follows:

"Career awards shall be paid as follows:

Effective Effective

After 1 year Group 1 maximum 9/1/03 2/1/05

or upon reaching Group II: \$ 900 \$1,250

After 14 years \$1,600 \$1,950

After 19 years \$2,000 \$2,350

After 24 years \$2,200 \$2,550
After 29 years \$3,200 \$3,550
After 34 years \$3,700 \$4,050
After 39 years \$4,200 \$4,550
After 44 years \$4,700 \$5,050

All bargaining unit members not on the salary grid shall be eligible for their first career award after nine (9) years of service.

Eligible employees will apply for career awards and they will begin receiving their career awards upon application. Effective July 1, 2004 , retroactive career award payments shall not exceed three (3) years."

Masters +75 Lane

Amend Article VIII(C) by adding an "M+75" lane after "M+60" in all salary schedules effective September 1, 2005 . M+75 shall be equal to M+60 plus \$1,400. The Doctorate lane shall be equal to M+60 plus \$2,200. On 9/1/05 , the parties agree to the following sequence of salary changes, from the previous year: A 1% raise will be enacted across the board. The M75 lane will be implemented as described as will the new doctorate lane. Another 1% raise will be enacted after the implementation of the Masters 75 increase.

Juris Doctorate Degree

Amend Article VIII(D) (5) (c) , paragraph 2 - p. 123 - to read as follows: "The School Department reserves the right to disapprove for salary credit courses that are unrelated to the field of education in the Boston Public Schools, or to subjects taught therein, or which do not enhance advancement up the educational career ladder for bargaining unit personnel. Law credits or degrees shall be creditable for employees who were in law school on or before the date of ratification of the 1983-86 Agreement and who acquire their law degree on or before June 30, 1985 . Other employees with a law degree will always be placed one lane on the salary scale advanced from where they would otherwise be. Requests for preapproval of any courses shall be responded to by the Human Resource Department promptly."

3. School Site Council Training

Amend Article III(C) (3) - p. 23 - to read as follows:

"The BTU agrees to train all School Site Council members. The BTU shall provide adequate facilities and materials for this training. The School Department shall provide the BTU with a list of all School Site Council members."

4. Pilot School Positions

Amend Article III(D) - p. 29 - by adding the following paragraph:

"Pilot school positions will be posted on the BPS web page."

5. Whole School Improvement Plans

Replace "Comprehensive School Plan" with "Whole School Improvement Plan" wherever it appears in the contract.

Replace Article IV(A) - pp. 30-33 - with the following:

"A. Whole School Improvement Plans

1. Scope

Whole-school evaluation is the cornerstone of the quality assurance system in schools. It enables a school and external supervisors to provide an account of the school's current performance and to show to what extent it meets school district goals. This approach provides the opportunity for acknowledging the achievements of a school and for identifying areas that need attention.

Each school in the Boston Public School system will adopt a written Whole School Improvement Plan each year that sets specific educational goals for the school year. The primary purpose of this plan is to provide the leadership of each school with a process to help guide its decision-making

regarding instructional improvement and programmatic options offered to students. The development of this plan is the responsibility of each school's Instructional Leadership Team (ILT).

2. Approval

Each school's proposed Whole School Improvement Plan shall be submitted to the appropriate Deputy Superintendent. The Deputy Superintendent will either approve the plan or return it for revision. If the plan is returned for revision, the Deputy Superintendent shall provide a written explanation of the decision and specific recommendations for revision of the Plan. The school will then have to submit a revised plan according to the Deputy Superintendent's given timelines.

3. Content

The Whole School Improvement Plans are designed to enable those in schools, supervisors and support services to identify to what extent the school is adding value to learners' prior knowledge, understanding and skills. The underlying philosophy of that plan should be guided and built on the following six essentials for whole school improvement:

- 1) Use effective instructional practices and create a collaborative school climate to improve student learning
- 2) Examine student work and data to drive instruction and professional development
- 3) Invest in professional development to improve instruction
- 4) Share leadership to sustain instructional improvement
- 5) Focus resources to support instructional improvement and improved student learning
- 6) Partner with families and community to support student learning

B. School Performance Assessment

1. Collection of Data

Careful analysis of student performance data is critical to that improvement and to developing a good school plan. The evaluation of both qualitative and quantitative data is essential when deciding how well a school is performing. The Instructional Leadership Team (ILT) at each school shall conduct a thorough analysis of a wide range of data associated with leadership and management, teaching and learning and family and community engagement. Through this process, the ILT is encouraged to have staff, parents and the school community reflect on the effectiveness of existing school policies and practices. The range of performance related data may include, among other criteria:

- MCAS scores
- Formative assessments
- Learning Walk reviews
- Samples of student work
- Collaborative Coaching and Learning inquiry

2. Annual Assessment

Schools will continue to be assessed annually. Each school will undergo a rigorous external review by the Deputy Superintendent comparing the goals outlined in the Whole School Improvement Plan to performance. School whose performance is unsatisfactory may be subject to further review by the Superintendent. The Superintendent may request a joint labor/management intervention process for those schools that have been identified as underperforming. This Intervention Team can recommend appropriate improvement measures, including but not limited to:

- Reassignment of some or all members of the bargaining unit and/or administration
- Reallocation of staff duties
- Additional time to attempt improvement, but not more than one year
- Intensive monitoring

- Assignment of part-time or full-time in-school specialists or consultants

- Specialized staff development

- Replacement of some or all of the leadership team including Principal-Headmaster and members of the School Site Council.

A school's annual assessment is not subject to a grievance by any member of the bargaining unit. A School Site Council may request a review of an unsatisfactory assessment by the Deputy Superintendent, but an annual assessment may be changed only by the Superintendent.

C. School Intervention Teams

The School Intervention Team will be composed of three members chosen by the Union, three members selected by the Superintendent, and a seventh member who is jointly agreed to by the Superintendent and the President of the Union. To the extent possible, an appropriately qualified substitute will be assigned to cover the classes of a teacher when the teacher is working as part of a school intervention team. This team will initiate an assessment of the reasons for the under-performance and present a remedial plan for improvement after spending time at the school and talking with school staff, parents, and community members. The remedial plan will be completed up to four months after the team is appointed. The plan will then be submitted to the Superintendent for appropriate action.

D. Underperforming Schools

1. The Superintendent may designate up to five schools per year as underperforming. In the event that either the State DOE or the federal government identifies certain schools as under performing, those schools will count toward the total of five schools the Superintendent can choose yearly. It is the intent of this section to include schools targeted for intervention by either the federal govt. or the state as contributing towards the 'five' allowed under this section, regardless of how they are characterized by the federal govt. or the state.

2. The Superintendent may immediately fill, at his/her discretion up to 50% of all vacancies of underperforming schools during the first year. If a school remains underperforming for a second year, the Superintendent may fill 50% of the vacancies that exist in year 2. Vacancies that the superintendent wishes to target must be identified prior to the running of the excess pools and that information will be communicated to the union in advance of the excess process.

As defined above, Superintendent will have broad discretion to fill vacancies at under performing schools; however, if a laid off teacher has not been recalled and a new teacher is hired under this provision in a particular program area, the laid off teacher will be recalled to a vacancy in a program area for which he/she is qualified. The School Department may provide incentives to attract teachers to positions at under performing schools so long as the incentives are not monetary.

3. The Superintendent may mandate that teachers in underperforming schools work up to twenty hours of additional professional development. 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 completed as are 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 days' notice to staff and with using a secret ballot. The twenty hours will receive retirement credit.

- Any teacher who does not want to participate in the twenty additional

hours of professional development may voluntarily excess himself/herself from the under performing school and participate in the excess pool procedure as defined in Article V J. In this case, the need to notify the teacher by 4/15 is waived, provided the teacher desires to enter the excess pool that season.

- If the remedial plan recommends the removal of a BTU building representative from an underperforming school, the Superintendent and the President of the BTU will agree to meet and discuss the matter. Both the Superintendent and the President of the BTU must agree before the building representative may be removed."

6. Caseloads

Amend Article V(A) (1) (a) - p. 34 - by adding the following after the first paragraph:

"- 20 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes.

- 25 pupils in Structured English Immersion (SEI) classes, Bilingual Classes, and ESL classes with a paraprofessional."

Amend Article V(A) (1) (e) - p. 36 - to read as follows:

"The maximum caseloads for "non-classroom" personnel shall be as follows: Speech/Language Pathologists - Speech and language pathologists shall have a maximum average annual system wide caseload of one pathologist to forty-three (43) assigned students. The maximum individual caseload shall not exceed fifty-five (55).

Occupational Therapists - Occupational therapists shall have a maximum average annual system wide caseload of one occupational therapist to thirty-four (34) assigned students. The maximum individual caseload shall not exceed forty-five (45).

Physical Therapists - Physical therapists shall have a maximum average annual system wide caseload of one physical therapist to thirty-two (32) assigned students. The maximum individual caseload shall not exceed forty (40).

Guidance Councilors - The citywide ratio of Guidance Councilors shall be 1:300 (high schools); 1:400 (middle schools); and 1:250 (bilingual).

Nurses - The system wide ratio of school nurses to students shall be 1 to 700. No nurse will be assigned to more than two schools.

Amend Article V(B) (15) - p. 70 - by adding the following section:

"(f) All occupational and physical therapists shall be provided documentation e.g. therapists logs or equivalent, once a year, of the number of students who have received services and the number of FTE therapists."

Amend Article V(B) (15) (c) - p. 70 - to read as follows:

"The School Department will provide the testing kits and other protocols to all itinerant service providers. In addition, each provider will receive \$150 in year 2003-2004, \$175 in year 2004-2005, and \$200 in year 2005-2006 of the contract."

7. Administrative Time

Amend Article V(A) (3) (b) (3) - p. 42 - to read as follows:

"All teachers in middle and high schools will be scheduled for 240 planning and development minutes per week. Teachers will have planning and development time each day and will be scheduled in blocks/periods of continuous time that are no less than 40 minutes in duration."

8. Duty Free Lunch

Amend Article V(A) (3) (e) (1) - p. 43 - by deleting the third sentence and adding a sentence that says that elementary teachers' duty-free lunch will be held at regularly-scheduled lunch periods.

10. Flexible Work Days for Non-classroom Professionals

Amend Article V(A) (3) - p. 44 - by adding the following section:

"(i) Flexible Workdays for Non-classroom Professionals

The Headmaster/Principal can develop a flexible work year or work day for Guidance Counselors, Librarians, or any other non-classroom professional so long as the bargaining unit member agrees."

11. Preference Sheets

Amend Article V(A)(5)(b) - p. 47 - by adding the following paragraph:

"Where there is a vacancy and more than one qualified internal candidate desires the position, the principal or headmaster has the right to select an individual to fill a particular grade and/or assignment."

12. Staffing, Hiring, and Excessing

Amend Article V(A)(5)(d) - p. 47 - by adding the following paragraph:

"The Superintendent shall make permanent appointment of provisional teachers by March 27 th ."

Amend Article V(H)(4) paragraph one - p. 84 - as follows:

Replace "February" with "January" unless the results of the NTE or PRAXIS exam are not available by January 15 th , in which case, the application will be due by 2/15

Amend Article V(I)(1)(a) - p. 86 - to read as follows:

"All vacancies shall be posted on the School Department website (www.boston.k12.ma.us) no later than April 15 th . All applications for vacant positions must be submitted no later than 10 school days after posting on the website. The website shall be the only medium for posting vacancies.

Internal candidates must use the MYBPS intranet system for submission of applications, including data information form and resume. Human Resources will not accept paper applications.

Positions held by provisional teachers with a letter of reasonable assurance will not be posted provided that one BTU Building Rep. has granted written approval. The Department of Human Resources will send out letters of reasonable assurance to provisional teachers no later than April 15 th . The School Department will provide a list of such positions to the union prior to initiating the posting process." BTU members will have in-school access to a computer with internet capability and a printer.

Amend Article V(J)(10) - p. 91 - to read as follows:

"All excessed teachers and nurses will be notified by April 15 th ."

Add the following paragraph to Article V(J) - p. 93:

"18. Rule of one will apply if pools not completed prior to July 1 st .

Rule of two will apply if excess pools completed by workday prior to July 1 st . Rule of three will apply if excess pools completed by the 4 th work day before the end of school year.

Rule of One: The selection of assignments is conducted by strict seniority.

Rule of Two: The teacher will make two selections and will receive one.

Rule of Three: The teacher will make three selections and will receive one."

Add the following paragraph to Article V(J) - p. 93:

"19. Reassignment pool vacancies will be listed on the BPS website five school days before each pool." BTU members will have in-school access to a computer with internet capability and a printer.

Add the following paragraph to Article V(J) - p. 93:

"20. All seniority lists will be placed on the BPS website, and the BTU will be provided access to them. The School Department shall provide a copy of the seniority list to the BTU before conducting the mock pool."

BTU members will have in-school access to a computer with internet capability and a printer.

Add the following paragraph to Article V(J) - p. 93:

"21. No personnel subcommittee shall be required after completion of the first teacher posting."

Add the following paragraph to Article V(J) - p. 93:

"22. The excessing procedure shall apply to Student Support Coordinators. Wherever the word 'teacher' appears in this Article V(J), it shall be interpreted to include Student Support Coordinators."

Amend Article VIII(Q)(8) Leave Deadlines - p. 143 - as follows:

Replace "February" with "January." Thus, it reads "January 15 is the deadline for all of the following:"

Amend Article VIII(Q)(8)(c) paragraph two - p.144 - to read as follows:

"The January 15 deadline will be waived in case of circumstances arising after January 15 and beyond the teacher's control (e.g. unexpected family illness)."

Amend Article VIII(Q)(8)(e) - p. 144 - to read as follows:

"Failure to Respond to the January 15 th Deadline: Teachers on leave of absence who fail to notify the Office of Human Resources in writing postmarked by January 15 th whether or not they will be returning from leave (or who fail to explain in writing why a definitive answer is not possible at that time) shall forfeit their attachment rights shall re-enter the system via the excess pool.

For those who respond by January 15 th as to why they cannot make a decision at that time, they must send a response, postmarked no later than May 1 st , as to whether or not they will return in September. If they fail to respond by May 1 st , they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent."

3. Project Promise Attachment Rights

Delete Article V(A)(6)(d) - p. 48.

14. Final Records: Marks

Amend Article V(A)(9) - pp. 50-51 - by adding the following section:

"(e) Submission Deadline

Teachers at all levels shall have at least 2 school days following any week long vacation to submit their students' marking term grades and attendance reports (scanner sheets), making them due no earlier than noon on the Wednesday following the vacation.

15. Individualized Benchmark Testing

Amend Article V(A)(10) - pp. 51-52 - by adding the following section:

"(g) Individualized Benchmark Testing

Effective September 1, 2004 , all elementary teachers for grades K2 - 3 will be provided with substitute teacher coverage while administering individualized benchmark testing. These teachers will receive substitute coverage for the equivalent of two days- the equivalent of one in September and the equivalent of one in June-per teacher per year. The substitute will be compensated at the rate of \$15.00 per hour. The union will facilitate the hiring of retired teachers and others for this purpose. But if a regular substitute teacher is used, he/she will be paid in accordance with the collective bargaining agreement.

16. Swimming Instructors

Amend Article V(B)(7)(a) - p. 55 - to read as follows:

"Swimming instructors will be paid according to the teachers' salary schedule and advance annually to the next higher step, except that the salary of a swimming instructor without teacher certification shall be capped at Step 5."

17. Nurses

Amend Article V(B)(12)(1) - p. 68 - to read as follows:

"The system wide ratio of nurses to students shall be 1 to 700. A joint

labor management committee of four administrators appointed by the Superintendent and four nurses appointed by the BTU shall be established. The first objective of this committee shall be to develop a workable coverage plan for absences. No nurse shall be assigned to more than two schools.

18. Performing Arts Teachers

Amend Article V(B) - p. 70 - by adding the following section:

"18. Performing Arts Teachers

Effective September 1, 2005 , performing Arts teachers, including theater, music, dance, drama, and choral group teachers, who conduct regular after school rehearsals and practices culminating in final productions and/or festivals shall be compensated for such after school time with a stipend of \$1,600.00 per year."

9. Reading Recovery Teachers

Amend Article V(B) - p. 70 - by adding the following section:

"19. Reading Recovery Teachers

Schools can choose Reading Recovery Teachers from applicants who are licensed as reading teachers or elementary or both so long as no reading teacher is currently on lay off and provided the teacher successfully completes the Reading Recovery Training."

20. Professional Development

Amend Article V(E) (4) - pp. 72-73 - to read as follows:

"4. The teacher and paraprofessional work year will begin the day after the Labor Day holiday. The activities for the first thirty minutes of this first day will be determined at the discretion of the building administrator. Teachers and paraprofessionals will spend the remainder of the first day organizing and preparing their classrooms. The activities for the first thirty minutes of the second day will be determined at the discretion of the building's union representative. Teachers will spend the remainder of the second day engaged in professional development."

Amend Article V(E) (1) (a) (8) - p. 73 - by adding the following sentence to the end of the paragraph:

"Professional Development scheduling, with the approval of the Headmaster/Principal, can be done by subject area, grade level, or other groupings of common education interest."

Amend Article V(E) (1) (a) (10) paragraph one - pp. 73-74 - to read as follows:

"10. Teachers shall be required to participate in eighteen hours of professional development plus one full day of professional development which shall be scheduled on the work day following the Christmas vacation or the April vacation, at the discretion of management. This full day of professional development may be converted to professional development hours by a majority vote of the faculty. Teachers will receive a PDP certificate at the end of the school year for all time spent in professional development activities. Teachers may combine PDP activities year-to-year to comply with state requirements.

The professional development schedule for a school year shall be finalized before the end of the previous school year and the schedule shall be distributed to the staff. In the event that more than 25% of the staff is new to the building the following September, the faculty may re-vote. The vote must be completed by 9/15. The vote will be held by secret ballot with five days' notice to staff.

21. Dorchester High Agreement

Amend Article V(G) - p. 83 - by adding the following paragraph:

"The settlement agreement contained in Appendix B shall apply to all similar situations where the Superintendent breaks a larger school into smaller schools or small learning communities. The seniority provisions

referenced in Paragraph 3 of the appendix will continue in each circumstance for 16 full years commencing from the beginning of the September following the year this provision is implemented in a given school."

22. Notice Following Interview

Amend Article V(I)(1) - p. 88 - by adding the following section:

"(j) Notice Following Interview

The Superintendent will send a memorandum to all principals and headmasters directing them to send timely, written notice to any teacher who has interviewed for a position indicating whether or not the teacher received the position."

23. National Board Certified Teachers

Amend Article VI(F)(4) - p. 107 - by adding the following paragraph:

"All National Board Certified Teachers shall receive additional compensation in the amount of 4% of their annual base salary as long as they hold National Board Certification. Such payment will be part of the teachers' annualized salary for retirement purposes."

24. Collaborative Coaching and Learning

Amend Article VI - p. 107 - by adding the following section:

"G. Collaborative Coaching and Learning

Effective September 1, 2004, teachers are required to participate in Collaborative Coaching and Learning ("CCL"). Teachers will not be required to give demonstration lessons. 180 minutes per year of planning and development time per elementary teacher may be allocated for CCL. Each elementary teacher will receive either coverage for the 180 minutes of planning and development time or will be compensated on a pro rata, retirement-worthy basis on their annual salary for the 180 minutes used for CCL per year, at the discretion of the teacher."

25. Consultation Rooms

Add in Article VII(A)(2) - p. 108 a new section (c):

"Appropriate consultation rooms shall be provided to all itinerant service providers (school psychologists, occupational therapists, physical therapists, and speech/language therapists) for uninterrupted work which shall include testing, therapy, and teacher/parent interviews in every new building."

26. Tolls and Transportation

Amend Article VII(A)(11)(c) - p. 109-110 - to read as follows:

"The School Department, in cooperation with the Union, shall request the Massachusetts Port Authority to allow BTU members who pay tunnel or bridge tolls on route to work the opportunity to obtain orange Fast Lane transponders."

Amend Article VII(A)(11) - p. 110 - by adding the following section:

"(d) The School Department, in cooperation with the Union, shall petition the Massachusetts Bay Transportation Authority to allow BTU members who take public transportation to work the opportunity to purchase monthly passes at discounted prices."

27. Alternative Education

Amend Article VII(A) - p. 110 - by adding the following section:

"16. Alternative Education

For the 2004-2005 school year, the School Department shall provide an additional 195 alternative education seats for high school students, an additional 60 alternative education seats for middle school students, and open two additional Saturday alternative education programs similar to that offered at the Baron Center for elementary students for a total of 255 seats. The BTU and the School Department shall form a joint committee to review alternative education requirements for elementary students and make recommendations to the School Department. All alternative education

positions shall be open posted." The parties agree that a budget will be allotted for alternative ed.

28. School Air Quality

Amend Article VII(C) - p. 111 - by adding the following section:

"4. Effective September 1, 2004 through August 31, 2006 , the School Department shall appropriate a minimum of \$12,500 per school year towards the hiring of an independent air quality testing company. The company hired shall be chosen jointly by the BTU and the School Department in accordance with proper bidding procedures. The company will be hired to conduct independent air testing on an as-needed basis and report its findings to both the Union and the School Department."

29. Information On Accumulated Sick Leave

Delete Article VII(F) (5) - p. 112.

30. Payment of Salaries

Amend Article VIII(B) - p. 119 - to read as follows:

"Salaries shall be deemed fully earned at the end of the school year and proportionately earned during the school year. Salaries shall be paid over a ten month period beginning with the first month of the school year and ending with the June month. Teachers who opt to be paid over twelve months will receive their full salary in 26 equal checks, issued every other Friday. Those who opt to be paid over ten months will receive their full salary in 22 checks, issued every other Friday, September through June."

31. Adoption Leave

Amend Article VIII(Q) (3), second to last paragraph, - p. 138 - to read as follows:

"Up to thirty (30) days of accumulated sick leave in each school year may be used for family illness or for adopting a child. Effective September 1, 2004 , up to forty (40) days of accumulated sick leave in each school year may be used for adopting a child. Additional leave for these purposes is subject to the approval of the Director of the Office of Human Resources."

32. Personal Days

Amend Article VIII(Q) (5) (a), third paragraph, - p. 139 - to read as follows:

"Effective September 1, 2003 , employees shall be entitled to use up to four (4) personal days per school year." Any personal days not used in the year for which they are granted shall be added to the employee's sick leave entitlement for use in subsequent years."

33. Tuition Reimbursement

Amend Article VIII - p. 107 - by adding the following paragraph:

"V. Tuition Reimbursement

Effective September 1, 2004 , permanent teachers not getting a career award who commit to 3 years of continuous employment in the Boston Public Schools will be reimbursed for tuition expenses accrued in a given school year. Payment will not exceed \$500 per teacher per school year. If the total spent in 04/05 exceeds \$450,000, then the total for the program in 05/06 will not exceed \$400,000. If the total spent in 04/05 does not exceed \$450,000, then the total in 05/06 will not exceed \$450,000.

34. Mediator Stipend

Amend Article X(C), 1 st paragraph - p. 152 - by adding the following sentence at the end:

"Mediator stipends will be retirement worthy and become part of one's annualized salary."

Paraprofessionals' Unit

1. Compensation

Amend Article III - pp. 181-191 - to reflect the following:

Effective 9/1/03

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 9/1/04

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.5%

Effective 9/1/05

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 1/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Effective 4/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Career Awards

Amend Article III(L) - p. 187 - to read as follows:

"Paras shall receive career awards as follows:

Effective 9/1/03 Effective 2/1/05

After 9 years \$2,250 \$2,350

After 14 years \$2,750 \$2,850

After 19 years \$3,250 \$3,350

After 24 years \$3,750 \$3,850

After 29 years \$4,250 \$4,350"

2. Pay Rate for Substituting for Teachers

Amend Article II(A) (6) (b) (3) - p. 175 - by replacing "\$4.00" with "\$6.00." Thus, it reads "the paraprofessional is paid \$6.00 per hour in addition to his or her regular salary."

3. Cluster Paraprofessional Substitutes

Amend Article II(A) - p. 177 - by changing "25" to "18" so that it reads as follows:

"Effective September 1, 2004 , the School Department shall hire 18 cluster paraprofessional substitutes."

4. Job Sharing

Amend Article II(A) - p. 177 - by adding the following section:

"16. Job Sharing

Effective September 1, 2005 , up to 20 paraprofessionals who so elect shall be given an opportunity to job share."

5. One to One Paraprofessionals

Amend Article II(B) (3) - p. 178 - by deleting "tool keeper".

And adding in another section, in II C 1-page 180

- One to one paraprofessionals

- Add the term one-to-one.. Also add the terms, library para and health para.

6. Excessing and Transfer

Amend Article II(B) (5) - p. 179 - by adding the following paragraph after paragraph one:

"Any paraprofessional who has received an evaluation with an overall rating of 'Does Not Meet Standards' in the prior or current school year will have no voluntary transfer rights and no bidding rights through excess pools."

7. Excessing

Amend Article II(B) (5) - p. 179 - by adding the following paragraph:

"A paraprofessional who voluntarily excesses himself/herself to an excess pool cannot claim an attachment right for his or her own position.

However, during the normal process of the pool, a paraprofessional may select their prior assignment when they reach that position in seniority order in the pool."

8. Paraprofessional First Consideration

Amend Article II(C)(3) - p. 180 - by replacing "five" with "four." Thus it reads:

"Paraprofessionals who have received their teaching certification and are recommended for employment by the central office interviewing committee and who apply for teaching positions will be guaranteed up to four interviews."

9. Payment of Salaries

Amend Article III(A) - p. 181 - by adding the following paragraph after paragraph one:

"No paraprofessional shall be required to apply for a step increase; such increases shall be automatic."

10. 10 Minute Break

Amend Article III(D) - p. 181 - to read as follows:

"The work day for all paraprofessionals shall be at least six (6) hours and then (10) minutes, seven (7) hours and fifteen (15) minutes, or eight hours. Paraprofessionals shall have a duty free lunch of at least thirty (30) minutes scheduled at a reasonable time as the schedule of the school permits and one ten (10) minute break during the work day."

11. Compliance Paraprofessionals

Amend Article III(M) - p. 187 - by replacing "30" with "90"

Substitute Teachers' and Nurses' Unit

1. Compensation

Amend Article III - pp. 210-211 - to reflect the following:

Effective 9/1/03

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 9/1/04

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.5%

Effective 9/1/05

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 2.0%

Effective 1/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Effective 4/1/06

- Increase all salaries, rates, differentials, and the contribution to the Health and Welfare Fund by 1.0%

Long Term Substitute Rate

Amend Article III(A)(1) - p. 210 - by adding the following paragraph:

"Effective September 1, 2004, the Long Term (after 30 days) rate shall take effect after twenty-five (25) consecutive workdays in the same assignment."

2. Application for Teaching Positions

Amend Article II(E) - p. 209 - by replacing "five" with "four." Thus, it reads:

"Those substitute teachers who are certified, recommended as a result of central interview, have a letter of recommendation from a Boston Public Schools administrator and who apply for teaching positions will be guaranteed up to four interviews."

3. Per Diem Substitute Bonus

Amend Article III(E) - p. 211 - to read as follows:

"Those individuals who served as per diem substitutes for 120 days or more during the school year will receive a bonus of \$1,000 in June of that year. Those individuals who served as per diem substitutes for 150 days or more during the school year will receive a bonus of \$1,500 in June of that

year. However, in no event shall the cost of this item exceed \$100,000 annually. If the cost will exceed \$100,000, the amount of the bonus will be reduced so as not to exceed \$100,000 in any year."

4. Bereavement Leave

Amend Article III by adding a new section F - p. 211:

"F. Cluster Substitute Bereavement Leave

Cluster Substitute teachers shall be granted bereavement leave as follows:

(1) Death in the immediate family, including mother-in-law, father-in-law, and anyone residing in the same household with the substitute teacher: 5 days, no loss.

(2) Death of niece, nephew, uncle, aunt, or in-law other than above: 1 day, no loss.

(3) Death of grandchild or grandparent: 3 days, no loss."

Items Sent To Committee

1. Kindergarten Report Cards

2. Mentoring for Occupational and Physical Therapists.

3. Performance Evaluations - A joint Labor Management Committee will be formed consisting of four BTU appointed representatives and four BPS appointed representatives to make recommendations for possible revisions to the performance evaluation process. This committee will make recommendations no later than November 30, 2004 . The School Committee must approve any revisions. The current performance evaluation process will remain in effect for the duration of the contract unless or until approved recommendations by this committee are finalized and approved.

4. Peer Coaching Model

5. Mentor Program

6. Call-in system

7. Licensure (BPS proposals #20, 44, 45, & 46)

8. Pilot Schools

9. Paraprofessional PDPs

10. Alternative Education

Items Sent to Impact Bargaining

- No Child Left Behind Act

- CORI

This Agreement is subject to ratification by the Boston Teachers Union and the School Committee of the City of Boston and is conditional upon funding of cost items by the Boston City Council.

For the School Committee For the Boston Teachers

of the City of Boston Union

By Elizabeth Reilinger, Chairperson By Richard Stutman, President

Thomas W. Payzant, Superintendent

Date

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