

**CONTRACT**

between the

**BOSTON SCHOOL COMMITTEE**

and the

**BOSTON ASSOCIATION OF  
SCHOOL ADMINISTRATORS AND SUPERVISORS**

**AMERICAN FEDERATION OF SCHOOL  
ADMINISTRATORS**

**LOCAL NO. 6 AFL-CIO**

**September 1, 2000 – August 31, 2003**

## **AGREEMENT**

AGREEMENT MADE AND ENTERED INTO on this 1st day of March, 2002 by and between the SCHOOL COMMITTEE OF THE CITY OF BOSTON (hereinafter referred to as the "Committee") and the BOSTON ASSOCIATION OF SCHOOL ADMINISTRATORS AND SUPERVISORS, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, LOCAL NO. 6, AFL-CIO (Hereinafter referred to as the "Association").

WHEREAS: the parties believe the collective bargaining method is workable and competent and will add dignity and increased professionalism in its best sense to the joint effort of the Association and the Committee to reach agreement, and

WHEREAS: in entering upon this responsibility the parties wish to declare their intention to cooperate fully in what must be the joint objective of both bodies, the best education possible for Boston's children, and

WHEREAS: nothing herein contained is intended to limit the right or discretion inherent in the Committee by law, except to the extent that this contract does so.

WHEREAS: the parties ascribe to the goal of quality education for the children of Boston. The parties recognize that the School Committee has the ultimate responsibility for the establishment of this educational policy; the Superintendent of Schools has the responsibility for establishing and administering educational policies, and the Administrator has the responsibility to pursue the directives generated by the Superintendent to reach the objectives implicit in the established educational policies; BASAS members are key administrative links between the School Committee, Superintendent, Deputy Superintendents, Cluster Leaders and the teachers and students, therefore; it is agreed as follows:

No monies shall be expended to implement cost items included in this Settlement Agreement unless and until the funds necessary have been appropriated within the meaning of Chapter 150E.

## **ARTICLE I**

### **Recognition-Jurisdiction-Definitions Dues-Agency Fees**

#### **1.1 Recognition**

The Committee recognizes the Association as the exclusive bargaining representative for all persons employed in the bargaining unit certified by the Massachusetts Labor Relations Commission in Case No MCR 2343 as amended by agreement of the parties as defined in the categories contained in Article XII, and excluding Headmasters and Principals pursuant to the Educational Reform Act of 1993.

#### **1.2 Definitions**

The term "school" as used in the Agreement means any work location or functional division group in which a grievance may arise.

The term "Principal", "Headmaster", "Director", "Senior Advisor" as used in this Agreement mean the responsible administrators of their respective schools, departments or areas of responsibility.

The term "Association representative" as used in this Agreement means any duly designated official of the Association.

Whenever the singular is used in this Agreement, it is to include the plural.

Whenever the words "he" or "him" are used in this contract they shall also apply to the female gender and vice versa where appropriate.

### **1.3 Dues**

The Association may secure authorizations for payroll deductions for Association dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Boston to submit such sums in total to the Association Treasurer no later than thirty (30) days after such deduction was made.

### **1.4 Agency Fees**

1. Pursuant to Section 12 of Chapter 150E to insure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector Treasurer of the City shall deduct from the payment of salary made every month to each such employee other than those paying dues pursuant to Section C of this article, during the life of this collective bargaining Agreement, and to pay over to the Association, the exclusive bargaining agent of such employees, as an agency service fee, the sum(s) that may be certified by the Association from time to time for the various classifications of employees covered by this Agreement, to the Collector Treasurer of the City by the Treasurer of the Association. The amount of said fee shall be consistent with M.G.L. c. 150E, Sec. 12.

The Association certified that this collective bargaining agreement is formally executed pursuant to a vote and acceptance by a majority of all employees in the bargaining unit.

### **1.5 Affirmative Action**

The provisions of any lawful federal order or consent decree, shall pre-empt and supersede any conflicting provision of this Agreement.

This contract shall not be interpreted as a barrier to affirmative action. The Affirmative Action Plan adopted by the Boston School Committee in November 1984 is hereby incorporated into this agreement. Future changes to this Plan shall be negotiable as contemplated by law.

## **ARTICLE II**

### **Management Rights**

Except as otherwise provided in this Agreement, the Committee and the Superintendent retain all powers, rights, duty and authority which they had prior to entering in to the Agreement.

Such rights include but are not limited to the following rights:

to establish educational policy;

to establish the standards and qualifications for hire and promotion; to establish job duties for new or substantially changed positions (except that changing the duties of existing positions - shall be subject to collective bargaining to the extent required by law);

to determine the size of the work force consistent with the terms of this agreement;

to determine which textbooks shall be used in the schools;

to prescribe curriculum and rules governing student discipline;

to establish educational programs and to determine the number, age and qualifications of pupils to be served by any such programs; and,

to assign and transfer members voluntarily and involuntarily subject to the agreement and state law.

## **ARTICLE III**

### **Salaries and Differentials**

#### **3.1 Salary Schedule**

##### **3.1.1 Economics:**

Year One, effective September 1, 1996:

3% increase in the base salary, hourly rate and Master's plus 45 credits:

Year Two, effective September 1, 1997:

Reclassification of positions as agreed upon - included in 12.3.3.

2.68% salary increase, 3% increase in hourly rate

Year Three, effective September 1, 1998:

3% increase in base salary, hourly rate, Master's plus 45 credits, Doctoral differential, and career awards.

3.1.2 All BASAS administrators shall participate in available school-based management training and will participate in the development of programs and subjects for consideration by the School Site Council and will participate in the structuring and implementation and monitoring of all programs established under school-based management.

3.1.3 The work year of all school-based administrators shall be 207 days. Elementary assistant principals shall be placed in group 8 of the salary schedule. Effective in the first year of the contract elementary assistant principals with previous commitments may delay movement to group 8 until year two of the contract. The salaries of all administrators whose work year is increased shall be adjusted as reflected in the adjusted salary schedule in Article 3.8.

#### **3.2 Doctorate Degree**

3.2.1 The Doctoral Differential shall be \$2,210.00 September 1, 2000  
\$2,298.00 September 1, 2001  
\$2,990.00 September 1, 2002

3.2.2 It is agreed that for salary purposes those members of the bargaining unit who possess a Masters' Degree and have earned a Law degree (JD) from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee and passed the bar shall be entitled to the Doctorate Salary Differential. No member of the bargaining unit will be entitled to receive this benefit unless they are entitled to it by 8/31/87.

3.2.3 It is agreed that for salary purposes those members of the bargaining unit who are approved trade vocational teachers or administrators that possess a Master's Degree and have earned a total of thirty (30) additional graduate credits from an institution of higher learning accredited by the Committee and approved for credit by a representative of the Committee shall be entitled to the Doctorate Salary Differential. No member of the bargaining unit will be entitled to receive this benefit unless they are entitled to it by 8/31/87.

3.2.4 The doctorate salary differential for vocational education will be applied only where the person is serving in a vocational education capacity. The differential shall be grandfathered for all employees presently receiving it.

### **3.4 Masters + 45 Schedule**

The Masters plus 45 credit award for all members of the bargaining unit shall be:

\$530.00 September 1, 2000

\$551.00 September 1, 2001

\$573.00 September 1, 2002

### **3.5 Career Award Schedule**

All Persons in the bargaining unit who have completed 7, 14, 19, 29 or 39 years of service in the Boston Public Schools as of August 31<sup>st</sup> of any year shall receive each year after that August 31<sup>st</sup>, in addition to any other salary entitlement, an annual career award as follows:

	<u>Effective 9/1/00</u>	<u>Effective 9/1/01</u>	<u>Effective 9/1/02</u>
Career Award 7 years	\$ 772.00	\$ 803.00	\$ 835.00
Career Award 14 years	\$1,081.00	\$1,124.00	\$1,169.00
Career Award 19 years	\$1,596.00	\$1,660.00	\$1,726.00
Career Award 29 years	\$2,111.00	\$2,195.00	\$2,283.00
Career Award 39 years	\$2,626.00	\$2,731.00	\$2,840.00

Any employee who was denied a \$250.00 increase of a career award pursuant to the previous collective bargaining agreement shall not receive that \$250.00 annual payment until his/her annual overall evaluation is no longer unsatisfactory.

3.5.1 BASAS and the School Committee agree that all persons receiving career awards under the contract shall continue to be entitled to them except that any person who has been evaluated as overall "unsatisfactory" or "needs improvement" shall not be entitled to receive the 19th year nor the 29th year career award beginning in September of the school year following such rating but shall be eligible for such career award immediately following a rating of "meets expectations".

No person shall be initially granted the seven year or fourteen year career award unless he or she has completed an agreed upon professional development program for the position in accordance with the Educational Reform Act.

BASAS and the School Committee agree to establish professional development programs consistent with the Educational Reform Act.

### **3.6 Working Out of Classification**

1. All permanently appointed members of the bargaining unit who have been appointed to work in a higher job classification will be paid the full salary for the higher classification beginning after said individual has worked thirty (30) or more consecutive calendar days in said position.

Any BASAS member who serves on an active basis in a higher BASAS position for sixty (60) or more consecutive calendar days shall receive as an annual salary a minimum of two hundred dollars (\$200) in excess of the salary of his/her original position.

2. Effective September 1, 1978 individuals who become members of the bargaining unit by virtue of acting status shall be paid the full salary of their acting position once they have worked sixty (60) consecutive calendar days in the positions.

3.7 In any year that an ETI is offered to any member of the bargaining unit it will be offered to all members of the unit uniformly.

#### **3.7.1 Contractual hourly rate**

September 1, 2000	\$38.33
September 1, 2001	\$39.86
September 1, 2002	\$41.45

#### **3.8 Salary Schedule**

3.8.1 The salaries payable to members of the bargaining unit shall be in accordance with the salary schedule attached hereto.

3.8.2 Individuals employed in BASAS prior to September 1, 2000 shall be placed on Step 4 effective September 1, 2000. Individuals entering a BASAS position on or after September 1, 2000 shall enter at Step 1. As of September 1, 2001, High School Program Directors will move from Group 9 to 9A and Assistant Headmasters, Assistant Principals, and Directors of Instruction will move from Group 9 to 10B.

The parties acknowledge that under the terms of the 1999-2000 agreement, each BASAS bargaining unit member received a one time payment of five hundred dollars for an additional professional development day to be worked between September 1, 2000 and August 31, 2001. This additional day was to be devoted to professional development related to mathematics, literacy or other subjects. This day was above and beyond the 4.4 days already identified in the collective bargaining agreement.

### **ARTICLE IV**

#### **Working Conditions**

##### **4.1 Assistance in Assault Cases**

Whenever it is alleged that a member of the bargaining unit has assaulted a person or that a person has assaulted a member of the bargaining unit, the Director of Human Resources shall cooperate with the member of the unit involved in the investigation of the incident. The Director of Human Resources shall comply with any reasonable request from the member of the unit for relevant information in the Committee's possession not privileged under law concerning the person or persons involved. The Committee shall indemnify a member of the unit in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of the negligence of such member of the unit or other act of his resulting in accidental bodily injury to or the death of any person or in accidental damage to or destruction of property, while acting as such member and may indemnify a member of the unit in its employ for expenses or damages sustained by him by reason of any action or claim against him arising out of any other acts done by him while acting as such member of the unit, provided, in either case, that after investigation it shall appear to the Committee that such member of the unit was at the time the cause of action or claim arose acting within the scope of his employment and provided, further, that the defense or settlement of any action or claim for which indemnification is sought under this provision shall have been made by the Corporation Counsel, upon the request of the Committee, or if such Corporation Counsel fails or refuses to defend such action or claim, by an

attorney employed by such member of the Unit. "No employee shall be indemnified under this section for violation of anyone's civil rights if he acted in a grossly negligent, willful or malicious manner or that the employee did not provide reasonable cooperation to the Corporation Counsel in the defense of any action. The Committee shall request supplemental appropriations for this purpose if necessary."

#### **4.2 Length of Work Year**

The work year for positions shall be as indicated in the attached salary schedule except that effective upon implementation of this agreement, the work year for High School Program Directors shall be 209 days and the work year for Assistant Principals, Assistant Headmasters and Directors of Instruction shall be 211 days.

#### **4.3 Central and Cluster Office Personnel**

Central and Cluster office and field personnel shall work 208 days plus two discretionary days except that category 5B and 11B positions shall work 225 days. The parties' interim agreement relative to the restructuring of Unified Services shall continue to govern the length of the work year for the Group 11 and 12 positions listed therein. The Superintendent or his designee may require said members to work the two discretionary days in each school year. These days shall be worked immediately before the work year, immediately after the work year or during the school vacation weeks but, except in an emergency situation, no one may be required to work during the December school vacation. Except in emergency situations, the Superintendent or his designee shall give not less than sixty (60) days notice of the days to be worked and any member should notify the Superintendent of intended vacation plans as soon as feasible in order to avoid unnecessary interference with individual plans.

#### **4.4 Non-Scheduled Workdays**

Bargaining unit members may use up to 4 days of that work year for the purpose of attending on a non-scheduled workday, as a representative of the Boston Public Schools, a meeting, conference or workshop approved in advance by the Superintendent or his designee.

Any day not worked for the above purpose may, by mutual agreement with the member and his/her immediate supervisor, be worked during school vacation weeks. Any of the four days that have not been worked as of June 30 shall be worked during July and/or August.

Upon implementation of this agreement the number of 4.4 days for High School Program Directors shall be increased by one (1) day and shall be increased by two (2) days for Assistant Headmasters, Assistant Principals and Directors of Instruction.

4.5 For school based personnel days not covered by Section 4.4 may be may be scheduled either continuously immediately after the school year or continuously immediately prior to the school year or during the February or April vacations provided at least 60 days notice must be given prior to the scheduling of any time to be worked during the February or April vacation.

Any member who has conflicting scheduling problems may, either before or after the announcement of the work schedule, request the permission of the immediate supervisor to vary his/her schedule. The members shall have the opportunity for input concerning the work schedule and the use of time worked.

#### **4.6 Work Day**

All school-based administrators will be available at least during the normal working day and at any time before and after these hours that are reasonably necessary to adequately complete their administrative duties, such as being available to students and parents and attending appropriate meetings at the Superintendent's request and the normal work day shall be seven hours.

School Based Administrators acknowledge their responsibility to perform whatever tasks are necessary for the successful implementation of school based management.

BASAS members agree to implement the school district's plan to provide increased instructional time for students to comply with the state time and learning requirements of the Education Reform Act.

4.7 Central office and Cluster administrators shall work the hours from 9 to 5 with one hour for lunch or an equivalent number of hours.

#### **4.8 Snow Days**

Central and Cluster personnel shall work on "snow days" when directed by the Superintendent.

4.9 It is agreed that all administrative offices other than schools shall be covered on all days except Saturdays, Sundays and Holidays.

4.10 It is agreed that members covered by this Agreement shall receive a copy of the Teachers Union Contract as soon as it is available.

4.11 It is agreed that an Administrator shall receive a copy of all grievances against him and shall have sufficient time to prepare and present his side of the issue at all steps of the grievance procedure.

4.12 If any joint study organized by the Teachers' Union and the Committee discusses matters within an Administrators jurisdiction, then such study group shall include one or more duly authorized and appropriate administrators, appointed by the Superintendent after recommendation by the Association.

4.13 Employees who use their personal vehicles on authorized School Department business shall receive reimbursement at the Internal Revenue Service approved rate.

4.14 Department Heads may, at the discretion of the Headmaster, teach up to two regularly assigned classes.

4.15 On days where the faculty and headmaster vote to convert two professional days (extended vacation) and perform professional development time in-house, BASAS members in the affected building will continue to report for work on those days and if required to administer all day professional development time, shall count those two days against the total number of work days applicable to their respective work years.

BASAS members who administer the eighteen (18) hours of professional development time called for in the Boston Teachers Union/Boston School Committee agreement shall be entitled to convert those hours as three (3) days toward fulfillment of the contractual work year.

## **ARTICLE V**

### **Authority and Supervision**

5.1 Directors of departments and senior advisors are the responsible administrative heads of their respective departments, and are charged with the organization thereof and with the supervision and direction of their subordinates and pupils, and with the general maintenance of order and discipline.



They shall see that the rules and regulations of the School Committee, the directions of its officers, and the established courses of study are observed; and they may establish and enforce such regulations not contrary to the general rules and regulations, orders of the School Committee and instructions of the Superintendent or of the Senior Staff as may in their opinion be advisable for the successful conduct of their departments. They may require their subordinates to keep such records and to make such reports as they deem necessary.

5.2 All directives or notices affecting any program or activity in any group of schools or Clusters shall go to all schools and Clusters as Superintendent's Circulars.

5.3 All personnel assigned to a school building are subject to the jurisdiction and authority of the Headmaster or Principal for all general school purposes.

5.4 Directors and Senior Advisors shall notify the Headmaster or Principal when they enter his building and shall coordinate their programs through him as required in the Committee's Regulations.

## **ARTICLE VI**

### **Professional Meetings and Leave**

6.1 Reasonable time off with pay shall be granted for all BASAS members for attendance at educational and professional meetings and conferences of direct benefit to the school system approved in advance by the Superintendent.

6.1.1 Curriculum and Instruction department head council meetings shall be scheduled to begin during school hours (normally before 1 p.m.). It is agreed that Department Heads shall be allowed to attend all scheduled meetings.

6.2 At least two (2) members of the bargaining unit shall be permitted to attend the National Convention of any professional organization of which they are members. Leave, with pay, and regular expenses will be provided by the Superintendent if funds are available for such expenses.

It is agreed that one (1) member of the bargaining unit so authorized by the President of the bargaining unit shall be entitled to attend all public meetings of the Boston School Committee. The Boston School Committee can withhold said permission in cases of emergency or in unusual situations.

6.3 BASAS shall have the right to have a member of the bargaining unit, subject to the approval of the Boston School Committee, take an unpaid leave-of-absence to serve as Executive Secretary. Any person who returns to school within one (1) year shall have the right to reoccupy his position; if the person is on leave for more than one (1) year, he shall retain his prior rank in the school year in which he returns from leave.

## **ARTICLE VII**

### **Transfers**

7.1 The Superintendent may fill vacancies for the positions of Assistant Headmaster, Assistant Principal and Director of Instruction by transfer or through the promotional rating process.

7.2 On or before the last Monday of the school year the Superintendent will post a list of vacancies for Assistant Headmaster, Assistant Principal and Director of Instruction which must be filled for

September and which he/she has determined may be filled by voluntary transfer for that vacancy. The Superintendent shall select for transfer to that position one of the applicants for each vacancy. If at least three (3) applicants do not apply for that position the Superintendent may accept one of the applicants but will not be required to do so.

7.3 Involuntary excessed Assistant Headmasters, Assistant Principals, Department Heads and Directors of Instruction shall be granted a new assignment before any new appointments. Excessing rights of Assistant Headmasters, Assistant Principals and Directors of Instruction are as follows:

In cases where staffing changes necessitate the reassignment of Assistant Headmasters, Assistant Principals and Directors of Instruction, the excessed members shall select up to three (3) vacancies which are in the pool to which they would like to be reassigned. The Headmaster or Principal after consulting with the Superintendent or his/her designee, must select one of the three (3) most senior member candidates who select that school. If there are fewer than three (3) candidates the Headmaster/ Principal shall select from among the candidates. If an excess member is not selected in his/her first three (3) choices he or she may choose again.

7.4 Transfers shall be effective at the beginning of the school year unless otherwise recommended by the Superintendent.

7.5 Nothing herein shall limit the right of the Superintendent to demote members of the bargaining unit pursuant to General Laws, Chapter 71, Sec. 41.

7.6 On or before June 1 of each year, Department Head vacancies will be posted for transfer. Any Department Head who has seniority in any of the subject areas contained in the description of the vacant position shall have the right to apply for transfer to that vacancy. The Headmaster of the school in which the vacancy exists shall select for transfer to that position one of the three most senior applicants for the vacancy. If at least three Department Heads do not apply, or if for any other reason a Headmaster does not have three applicants from which to select, he/she may accept the transfer application of the first or second applicant but shall not be compelled to do so.

7.7 The parties agree that the issue of acting BASAS positions is best addressed as follows:

#### 1. PERMANENT CONVERSIONS

There shall be a one-time conversion of acting positions or positions that are not being currently promotionally rated in accordance with the following items:

##### A. Eligibility

- (1) The incumbent must be serving in the position as of the date of the execution of this Agreement and have served for six months prior to the execution date of this Agreement.
- (2) The incumbent must have been selected and assigned to his/her current position as a result of a posting in a Personnel Circular.
- (3) The incumbent must meet the required qualifications for the position as listed in the Personnel Circular.
- (4) The incumbent must have a record of at least satisfactory past performance in the position.

- (5) The Responsibility Center Manager must recommend the appointment and if so requested will meet with any BASAS member as to why he/she was not recommended for appointment.
- (6) All recommendations are subject to the approval of the Superintendent who shall provide written notice of his decision to the BASAS member at the conclusion of the conversion process.

**B. Persons Not Eligible For Permanent Conversions Under Paragraph 1A**

The parties hereby agree to the creation of a joint Labor Management Committee consisting of two (2) persons designated by BASAS and two (2) persons designated by the Superintendent for the purpose of reviewing the positions of those persons who meet criteria A(1), A(4) and A(5) as above (and any legally required criteria), but not all of the remaining criteria for a conversion to permanency. At the conclusion of this review the Committee shall make its recommendations on permanent conversion of these individuals to the Superintendent and the Superintendent shall approve or disapprove them within a reasonable time thereafter. All recommendations including ties shall go to the Superintendent.

7.8 Legitimate vacancies that arise after the execution of this Agreement shall be promotionally rated as follows:

Legitimate vacancies that arise as a result of the assignment of a principal or headmaster to a school on a less than permanent basis shall be rated within four (4) months that school is in session immediately after the headmaster or principal is deemed permanent, but in no event later than one (1) year and four (4) months after the headmaster or principal is first assigned. All other vacancies shall be promotionally rated within eight (8) months. For purposes of this paragraph, legitimate vacancies are funded positions that arise as a result of a resignation, retirement, death, permanent promotion, or a newly created position.

## **ARTICLE VIII**

### **Annuities-Retirement-Insurance**

#### **8.1 Tax Free Annuities**

The committee agrees it is desirable to allow persons in the bargaining unit to take advantage of the federal law concerning tax free annuities and shall take such steps as are necessary and possible to implement this program.

#### **8.2 Retirement Plan-State-Boston Retirement System**

Permanently appointed persons have 5%, 7%, 8%, 9% or 11% of their salaries deducted each payday.

One must be under sixty (60), upon entering service, to become a member.

Special allowances are granted veterans and those disabled.

One cannot receive more than 80% of the average of their three (3) highest years.

Generous allowances are made to dependents of those who die on the job after two (2) years of service.

Teachers who enter Boston Service may make up ten (10) years out-of-state service by contributing to the fund.

Pensions are based on the average of one's three (3) highest paid years of service, their total years of service and their age.

The following Percentage Table is used:

<u>Age at Date of Retirement</u>	<u>Percent</u>
65 or over	2.5
64	2.4
63	2.3
62	2.2
61	2.1
60	2.0
59	1.9
58	1.8
57	1.7
56	1.6
55	1.5

One may retire at any time upon completion of twenty (20) years of service.

One may not retire before age fifty-five (55) without completing twenty (20) years of service.

**Example:**

Age	Percent	X Years of Service	X Average of Highest Yrs.
60	2.0	40	\$50,000
			equals pension \$40,000

**One Cannot Receive More Than 80%**

**8.3 Insurance**

The School Department shall contribute proportionately to the cost of health insurance for members of the bargaining unit to the same extent as the City, both as to the percentage cost for a traditional carrier and as to the contribution for the applicable HMO. (State requirement of 10% minimum payment).

A \$5,000 life insurance policy is also provided with a provision for members of the unit to purchase more life insurance at a low rate.

8.4 The Boston Public Schools agree to join the Massachusetts Public Employees Health and Welfare Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

Effective January 1, 2002, the Boston Public Schools shall commence contributions, not to exceed \$10.44 per week per employee to the Fund.

Effective July 1, 2002 the dental/vision plan shall be available to employees.

No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, and/or any modification(s) to such plan is subject to the Grievance Procedure of this collective bargaining agreement.

## **ARTICLE IX**

### **Leaves of Absence**

#### **9.1 Sick Leave**

Every member of the bargaining unit shall be granted an annual leave of 15 days without loss of pay, for absence caused by illness or by injury, or by exposure to contagious disease. Such leave not used in the year of service shall be accumulated for use in subsequent years. It is agreed that up to 15 days of accumulated sick leave may be used for family illness in each school year. (Upon ratification of the 2000-2003 it is increased to thirty (30) days and may also be used for adoption of a child).

When an employee's record indicates misuse or repeated abuse of sick leave, the immediate supervisor may warn the employee, request a doctor's letter or bring appropriate disciplinary action.

##### **9.1.1 Catastrophic Illness Bank**

Effective September 1, 2002 a sick leave bank, similar to the Boston Teachers Union, will be created.

#### **9.2 Severance Pay**

Persons who retire, resign, or die after ten (10) years of employment in the Boston School System shall be compensated for unused accumulated sick leave without limitation. Such payment shall be made at the rate of 40% of accumulated unused sick leave. Payment shall be based on the annual rate of pay of the person at the time of death, retirement or resignation. All members shall use the denominator of 200 days.

Severance pay shall be paid over two calendar years as soon as administratively feasible.

In the event of death, payment shall be made to the beneficiary as designated by the individual, or if no specific designation has been made, payment shall be made to the estate.

##### **9.2.1 Prepaid Severance**

Any member of the bargaining unit, upon giving formal notice to retire, may elect to participate in a "Pre-payment of Severance Pay" program. Said program may be elected for a one (1), two (2), or three (3) year period.

Details of the plan operation may be found by calling the BASAS office or referring to Personnel Bulletin No. PB 1 dated October 25, 1990.

The detailed information contained in PB#1 was arrived at through negotiations between BASAS and the Boston Public Schools.

#### **9.3 Personal Leave and Miscellaneous Paid Leave**

9.3.1 Personal leave may be used for personal needs not otherwise provided for, such as to receive a college degree; to attend a veteran's convention; to attend the funeral of a cousin, friend,

or retired teacher; to attend the graduation of a member of the immediate family, including niece and nephew; and to attend educational conventions.

9.3.2 Requests for personal leave other than in an emergency shall be submitted to the immediate supervisor as early as possible prior to the day for which leave is requested. In no event will personal leave be granted during a school emergency.

9.3.3 Employees shall be entitled to use up to three personal days per school year. Such personal days not used in the year for which they are granted shall be added to the person's sick leave entitlement for use in subsequent years.

9.3.4 The Committee shall provide up to three (3) days without loss of pay or personal leave for Jewish Holy days - Rosh Hashanah and Yom Kippur. Religious Holidays: The Committee will provide up to two days without loss of pay for observance of the Muslim religious holidays, Eidul-Fitr and Eidul-Adha, and one day for observance of Eastern Orthodox Good Friday.

9.3.5 Personal leave shall not be taken on the day immediately preceding or following school intersession or holidays without prior written approval of the Cluster Leader, appropriate Deputy, Principal/Headmaster or immediate supervisor.

#### **9.4 Death in the Immediate Family**

In the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the administrator, up to five (5) days without loss of pay shall be provided. Days are consecutive school days immediately preceding, following or including the day of death. Holidays, vacations or suspended sessions shall be considered school days under this provision. One day without loss of pay shall be provided for a niece, nephew, uncle, aunt or in-law other than above. Three days without loss of pay shall be provided for the death of a grandchild or grandparent.

#### **9.5 Adoption Leave**

Unpaid leave not to exceed eight (8) weeks coterminous to the actual adoption shall be available for adopting a child. Proper notice and documentation will be required by the Department.

#### **9.6 Military Leave of Absence**

Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

#### **9.7 Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 9 of Ch. 33 of the General Laws, leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

#### **9.8 Absence Due to Injury in the Course of Employment**

Persons injured in the course of employment shall be granted worker's compensation benefits as provided in General Laws, Chapter 152 and shall be allowed to utilize additional available accrued sick leave as, when added to the amount of any worker's compensation disability payment actually received, will result in payment to him of his full salary.

#### **9.9 Court Summons**

Employees in court on school business shall be considered on assigned duty.

### **9.10 Maternity Leave**

9.10.1 Any bargaining unit member who becomes pregnant shall give the Superintendent and her immediate supervisor immediate notice of the pregnancy and the expected date of delivery.

9.10.2 Any bargaining unit member shall be eligible to use accumulated sick leave for disability caused by pregnancy or childbirth and recovery therefrom. The certificate or statement of a doctor that such employee was not in fit condition for service shall be necessary following an absence of six or more successive school days under sick leave.

9.10.3 Any bargaining unit member who is pregnant shall, upon request, be given a maternity leave of absence without pay, provided that an employee shall be eligible to use accumulated sick leave for such portion of the maternity leave of absence for which her physician certified that she was not in fit condition for service due to disability caused by pregnancy or childbirth and recovery therefrom.

9.10.4 No pregnant bargaining unit member may be permitted to work later than the date recommended by her physician.

9.10.5 The pregnant employee shall notify her immediate superior no less than two weeks before her anticipated date of departure of the day she will leave.

9.10.6 The employee, after delivery or if the pregnancy is of shorter duration than expected, may be permitted by the Superintendent to return to work at any time. She shall, however, be permitted to return to work upon notifying, in writing, no less than two weeks in advance of her return, the Superintendent and her immediate superior. The Superintendent may require the certificate or statement of a doctor that such teacher is in fit condition for service.

9.10.7 Unpaid maternity leave shall not exceed eight weeks. In case absence is prolonged by disability caused by pregnancy, childbirth or recovery therefrom, an employee who has used up accumulated paid sick leave may be granted unpaid leave for the duration of the school year.

9.10.8 If, before the expiration or termination of an absence under sick leave for disability caused by pregnancy or childbirth or recovery therefrom, or a maternity leave of absence, an employee shall become aware that she is pregnant again, the absence for her prior pregnancy shall immediately terminate and she shall be subject to a new maternity leave.

### **9.11 Child Care Leave**

A bargaining unit member who at time of her pregnancy intends to take child care leave added on to maternity leave is encouraged to request child care leave concurrently with notice of pregnancy. A prospective parent intending to request child care leave is encouraged to request child care leave at the time pregnancy is discovered. In the event of no childbirth, such leave will be reconverted to maternity leave, or, in the case of a spouse, canceled.

An employee or spouse who requests child care leave after childbirth must request such leave in writing, within fifteen (15) days after childbirth, to the Superintendent and immediate supervisor. The employee shall enclose a copy of the birth certificate.

### **9.12 Sabbatical Leaves of Absence**

9.12.1 All sabbatical leaves of absence shall be governed by provisions similar to those outlined in Personnel Bulletin #4 (12-18-86).

9.12.2 During the sabbatical leave period, retirement contributions based upon the salary received and other benefits shall continue.

9.12.3 The provision for four sabbatical leaves during each year of the agreement will not be implemented during the term of this agreement.

### **9.13 Leave Deadlines**

Child care leave and other unpaid leave shall not extend beyond the beginning of the second school year next following the commencement of such leave. However, no employee on unpaid leave may return to paid service during the course of the school year.

February 15 is the deadline for all of the following:

9.13.1 Application for leave of absence to begin on or after the beginning of the next school year.

9.13.2 Application for extension of leave of absence scheduled to expire at the next school work year.

9.13.3 Notice of intent to cut short a scheduled leave of absence and to return to work at the beginning of the next school work year.

9.13.4 The February 15th deadline will be waived in case of circumstances arising after February 15th and beyond the member's control.

## **ARTICLE X**

### **Grievance and Arbitration**

#### **10.1 Definition**

It is the declared objective of the parties to encourage prompt resolution of grievances. A "grievance" shall mean a complaint (1) that there has been as to an administrator a violation, misinterpretation or inequitable application of any of the provisions of this agreement or (2) that an administrator has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the Committee is without authority to act. As used in this article, the term "person" or administrator shall mean also a group of administrators who have the same grievance.

Any discipline in relation to unit members shall be for good cause as provided in Mass. G. L. Chapter 71, Sec. 41.

#### **10.2 Adjustment of Grievances**

Grievances of employees within the bargaining unit shall be presented and adjusted in the following manner:

#### **10.3 (Step I)**

A member of the bargaining unit or BASAS may in writing, or in writing and orally, present a grievance to the immediate supervisor outside the bargaining unit (Principal, Headmaster, Cluster Leader, Senior Manager or Deputy Superintendent as the case may be), within thirty (30) days after the event or condition giving rise to the grievance or within thirty (30) days after the bargaining unit member has knowledge or reason to know of the event or condition giving rise to the grievance. The immediate supervisor shall confer on the grievance with BASAS and/or the grievant with a view to arriving at a mutually satisfactory resolution of the complaint. Whenever a grievance is presented to the immediate supervisor by the grievant personally, the supervisor shall give the Association representative the opportunity to be present and state the view of the Association.



The Supervisor shall communicate his decision in writing to BASAS and the aggrieved bargaining unit member within seven (7) school days after receiving the complaint or within five (5) school days after the conference, whichever is earlier.

#### **10.4 (Step II)**

If the grievance is not resolved at Step I BASAS may appeal by forwarding the grievance in writing to the Cluster Leader, if Step I was with Principal or Headmaster, within (5) school days after it has received the Step I decision. If the grievance is appealed by the Association, the grievant must sign the appeal.

The appeal shall include:

1. Name and position of affected member(s).
2. A statement of the grievance and the facts involved.
3. The specific corrective action and/or remedy requested.
4. Name of the BASAS representative at Step I.
5. Signature(s) of BASAS representative.

The Deputy Superintendent or his/her designee shall meet with the BASAS representative and the aggrieved unit member. The grievant and the BASAS representative will receive at least (2) school days notice of the meeting and an opportunity to be heard. The supervisor to whom the grievance was presented may be present at the meeting and state his views. The Deputy Superintendent shall communicate his/her written decision together with supporting reasons to BASAS and to members as possible but no later than (10) school days after receipt of the appeal or (5) school days after the conference whichever is earlier.

#### **10.5 Superintendent (Step III)**

The decision of the foregoing step may be appealed in writing by BASAS to the Superintendent for review within (10) school days' after the decision of the Deputy Superintendent has been received. The Superintendent or his/her designee shall meet with the BASAS representative. The BASAS representative and grievant will receive at least (2) school days notice of the meeting and an opportunity to be heard. The Deputy Superintendent, or his designated representative, and/or the supervisor to whom the grievance was presented at Step I may be present at the meeting and state their views. The Superintendent or his/her designee will meet with the BASAS representative and grievants within (10) school days after the grievance is referred to this step. The Superintendent's answer shall be given within (5) school days after the meeting. If the Superintendent fails to meet as provided above the grievance may be treated by BASAS as denied, and the time limit for filing for arbitration shall commence on the (15th) school day after the grievance was filed at Step III.

#### **10.6 Salary and Leave Grievances**

The following grievance shall be presented directly to the Manager of Employee Relations at Step II and in accordance with the time requirements for filing as set forth in Step I:

10.6.1 A grievance alleging the person's wages were improperly paid.

10.6.2 A grievance alleging the person was improperly denied a leave of absence.

10.7 The failure by a bargaining unit member or BASAS to timely file a grievance at Step I or the appropriate initial step otherwise provided and/or the failure of BASAS to timely process a grievance through the appropriate step, and/or the failure of BASAS to file a notice of submission to arbitrate shall constitute a waiver of the grievance.

10.8 The time limits specified in any step of this procedure may be extended, at any specific instance by mutual agreement.

10.9 BASAS shall furnish the Committee with a list of its officers, and authorized BASAS representatives, and shall as soon as possible, notify the Committee in writing of any changes. No BASAS representative shall be recognized by the Committee except those designated in writing by BASAS.

10.10 A grievance which was not resolved at Step III under the grievance procedure may be submitted by BASAS to arbitration. The arbitration shall be initiated by filing with the Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within thirty (30) days after denial of the grievance at Step III under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his written decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The non-renewal or non-reappointment of a member of the bargaining unit who has served in his position for less than three (3) consecutive years shall not be subject to the grievance or arbitration procedure.

The arbitrator shall have no power to alter, add to, subtract or modify any provisions of this Agreement. Notwithstanding any contrary provision of this Agreement the arbitrator shall have no power to hear, decide or render an award on any grievance involving an allegation, either directly or by inference, that the Committee or its agents have violated any City, State or Federal statute, ordinance, law, rule, regulation or decision of a court, including without limitation, all applicable tenure, pension or education laws and/or regulations. The parties are agreed that no restrictions are intended on the powers of the Committee except those set forth in the language of the Agreement.

## **ARTICLE XI**

### **Past Practices and New Issues**

#### **11.1 Past Practices**

Past practices which a) are uniformly enjoyed by all members of a classification of employees within the bargaining unit; b) readily ascertainable as fixed, established practices accepted and known by both parties; c) affect major terms and conditions of employment; and d) concern matters not addressed in this Agreement, shall remain in effect and may not be withdrawn or modified without prior consultation and negotiation with the Association. The Association shall have the burden of establishing, in any instance, that the practice in dispute is a past practice as defined herein and that it requested negotiations relative to the change in said practice.

The Committee shall not be deemed to have effected a "fait accompli" in any instance so long as it bargains in good faith relative to any change it has made upon timely demands by BASAS.

### **11.2 New Issues**

Matters of collective bargaining import not covered by this Agreement, which arise during the life of the Agreement shall be handled in the following manner:

#### By the Committee:

Except as any changes may be commanded by law, the Committee will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Association.

#### By the Association:

In any matter not covered in the Agreement which is a mandatory subject for collective bargaining, the Association may raise such issues with the Committee for consultation and negotiation; except that the Association shall not renew or seek to renew any question introduced, debated and settled, either negatively or affirmatively during the bargaining prior to final settlement. Nothing in this section applies to decisions made by school site councils in the performance of its function.

## **ARTICLE XII**

### **Reduction In Force**

12.1 Prior to laying off bargaining unit members, the Superintendent shall notify BASAS in writing that it has such a proposed layoff under consideration. Upon receipt of any such notification BASAS shall meet with the Superintendent to discuss whether the proposed layoff can be avoided, and if not, whether the proposed layoff can be effectuated through normal attrition.

12.2 If the Superintendent decides after consultation with BASAS to lay off bargaining unit members, such layoffs shall be made consistent with this Agreement, including Article 1.5, Massachusetts state law and the lawful orders of the federal courts.

12.2.1 While length of service is mutually recognized as a valuable indication of experience and service in an administrative position, it will be recognized and considered by the Superintendent and other decision-making administrators, including School Site Councils, as one factor in transfer and vacancy filling decisions.

Excessing from a school or department shall be based upon seniority except that, if an affected person in such school or department has seniority within five years of the senior person, the excessing decision may take into account other educational criteria such as performance evaluations over the preceding three years and/or extraordinary needs of the school or department.

An excessed administrator shall be entitled to a similar position in the School Department unless he or she has the least number of years of service in that position.

### **12.3 Definitions**

12.3.1 Seniority. An administrator's seniority date in any given bargaining unit position shall be established as of the date the administrator first served in such position on a permanent basis or on an acting basis if 1) the acting service was continuous with the permanent appointment to such position or 2) the acting service was for at least three consecutive years, with appropriate certification, pursuant to G. L. c. 71 or 3) the employee was converted to permanent status by reason of the one-time conversion established elsewhere under the terms of this agreement.

However persons appointed to the position of Assistant Headmaster, Assistant Principal or Director of Instruction on or after January 1, 2002, will have a title and job function specific to the school. Such persons will accrue seniority only in the title specific to the school to which they were appointed, provided however, that persons involuntarily transferred from one school to another shall carry their seniority to the new assignment.

Whenever there are two (2) or more prospective (appointed after January 1, 2002) Assistant Headmasters, Assistant Principals or Directors of Instruction in one school, and the job title and job function are the same, the person with the least seniority in the position will be laid off if there is a reduction of a position.

In the case of an overall reduction in force due to a budget reduction, a school based administrator (Assistant Headmasters, Assistant Principals and Directors of Instruction hired on or after January 1, 2002) with less than three (3) consecutive school years of service shall be laid off first. The school department need not follow seniority until the reduction will affect school based administrators who have served in that capacity for more than three (3) consecutive school years. Such persons shall be laid off in reverse seniority order and will enjoy recall rights in seniority order.

Nothing in this clause shall prohibit the school department from effecting a school based reorganization due to programmatic changes, provided however, that an Assistant Headmaster, Assistant Principal or Director of Instruction appointed on or after September 1, 2002 who has served in that capacity for more than three (3) consecutive school years and is displaced as a result of the reorganization shall continue to receive pay at the rate applicable to his/her title, and be placed in a BASAS bargaining unit position.

Assistant Headmasters, Assistant Principals and Directors of Instruction appointed to their positions prior to January 1, 2002 will maintain the same seniority dates in their titles and bumping rights that they enjoyed prior to January 1, 2002.

Except as noted above, Assistant Headmasters, Assistant Principals and Directors of Instruction will have no bumping rights.

Consistent with the above paragraph seniority shall continue to accrue in a lower rated position while a member serves in a higher rated position.

Effective September 1, 2001 employees who leave the bargaining unit or who have left the bargaining unit prior to that date shall retain seniority accrued through September 1, 2001 but shall not accrue seniority for service rendered in assignments outside the unit after that date.

Effective September 1, 2001 employees who leave the BASAS bargaining unit to accept an assignment with the Boston Public Schools outside the unit shall retain fall back rights for a maximum of sixteen (16) months. Employees who return to the bargaining unit from such assignments after sixteen (16) months shall not cause the layoff of a BASAS member unless such a layoff is required by law. They shall be eligible for assignment to any existing vacancies for which they are qualified.

Paid leave of absence includes leave covered by worker's compensation will continue to count as seniority in the BASAS unit. All unpaid leaves of absence in excess of six (6) months, will not count towards seniority.

12.3.2 An administrator with professional status is one who meets the requirements of G. L. c. 71 and G. L. c 71 Section 41, who has served in the administrative position for three consecutive years with appropriate certification.

12.3.3 Effective September 1, 1997, for the purposes of this Article the following shall be considered categories:

**Group 12**

Director of Alternative Education

**Group 11**

Director of Adult Education  
Director of External Liaison  
Director of Student Assignments  
Senior Program Director - Science  
Senior Program Director - Mathematics  
Senior Program Director - Reading/Language Arts  
Senior Program Director - Social Studies  
Senior Program Director - World Languages  
Senior Program Director - Arts  
Senior Program Director - Music  
Senior Advisor - Special Education  
Program Director - Early Learning Center-East\*  
Dean - Madison Park High School  
Director of Records Management (Implementation)  
Senior Program Coordinator - Athletics  
Senior Program Director - Physical Education

**Group 11B (225 days)**

Cluster Coordinator - Cluster 1  
Cluster Coordinator - Cluster 2  
Cluster Coordinator - Cluster 3  
Cluster Coordinator - Cluster 4  
Cluster Coordinator - Cluster 5  
Cluster Coordinator - Cluster 6  
Cluster Coordinator - Cluster 7  
Cluster Coordinator - Cluster 8  
Cluster Coordinator - Cluster 9  
Cluster Coordinator - Cluster 10  
Assistant Director - Center for Leadership Development

**Group 10**

Assistant Manager - Compliance/Placement  
Senior Advisor - Psychological Services  
Senior Advisor - Pupil Services  
Program Director - Early Learning Center - North\*  
Program Director - Early Learning Center - West\*  
Program Director - Barron Center  
Program Director - McKinley  
Program Director - Comprehensive School Health

### **Group 9**

Comprehensive School Planning Specialists  
Deputy Safety Chief  
Assistant Headmaster  
Assistant Principal  
Director of Instruction  
Assistant Director - Barron Center  
Assistant Dean - Madison Park  
Program Director - Roland Hayes Music Center  
Assistant Director of Health Services  
Program Director - O'Bryant High School  
Program Director - Title I  
Program Director - Hyde Park High School  
Program Director - Early Childhood  
Program Director of Vocational and Academic Curriculum Integration  
Program Director - Community Academy  
Program Director - Teacher Preparation  
Program Director - ACC  
Program Director - School to Career  
Program Director - Hearing/Appeal and Attendance

### **Group 8**

Department Head  
Program Advisor - Special Education  
Senior Coordinator - Special Education  
Senior Coordinator - School to Career  
Coordinator of International Studies - Snowden High School

### **Group 7**

Coordinator of Transportation  
L/AB Cluster Coordinator

### **Group 6**

Assistant Program Director - McKinley

### **Group 5**

Bilingual Coordinator  
Coordinator of Investigation and Discipline  
Coordinator - English High School  
LAU Coordinator  
Coordinator of Planning, Outreach and Recruitment MPHS  
Project Director - Title VII

### **Group 5B (225 days)**

Senior Coordinator - Bilingual

#### **Group 4**

Senior Safety Coordinator  
Coordinator - School to Career  
Business and Industry Liaison  
Citywide Coordinator - Student Support  
Coordinator - Boston Latin School  
Coordinator - AIDS Education

\* The Program Director for the Early Learning Center East, the Program Director for the Early Learning Center West and the Program Director for the Early Learning Center North, are classified as principals, effective January 1, 2000. As such, they will not be in the BASAS bargaining unit. Retroactive to January 1, 2000, they will receive Principal's salaries. Effective July 1, 2000, they will each receive a two year contract with the District as acting principals.

Effective September 1, 2000, the positions of Assistant Program Directors for Teaching and Learning, Assistant Program Director for Related Services, and the Assistant Program Director for Out-of-District Placements will be BASAS Group 10 with a 213 day work year. The salary and work year for these titles will be the subject of continuing negotiations in negotiations for a successor contract.

The following positions shall be upgraded as of September 1, 2001.

AIDS Coordinator, Grade 4 to 6  
Assistant Program Directors, McKinley School(s), Grade 6 to 7  
Operations Coordinators (formerly Cluster Coordinators), Grade 11B to 12B (225 days)

#### **12.4 Layoff Procedures**

12.4.1 This layoff procedure will apply to BASAS members who have seniority consistent with Section 12.3.1 above. Department Heads' seniority shall include their consecutive years of service as Department Heads. Assistant Headmaster-Subject Area and Head of Department, provided the requirements of 12.3.1 are met.

12.4.2 No member with professional status in the affected job category shall be laid off if there is a member without such status in the affected job category

12.4.3 Reduction in force of members covered by 12.4.1 will be by inverse order of seniority in the affected job category. Where members within an affected job category are tied in seniority, members who received excellent evaluations during the previous school year, or "Meets Expectations" in any years where "Excellent" was not a rating, shall be placed on the top of the seniority list among the tied members. There shall be a permanent committee consisting of two (2) members designated by BASAS and two (2) members designated by the Superintendent and a fifth agreed upon by both to oversee and resolve disputes concerning the comparability of evaluations used for seniority tie breakers.

12.4.4 Any person who loses her/his position shall be deemed to transfer to her/his previous bargaining unit position. Provided, however, the bargaining unit member shall not be permitted to displace a member with greater seniority if the laid off member does not have seniority in the previous bargaining unit position. If no such position exists, he shall be deemed to be transferred to a BTU position for which he is qualified if he meets the requirements of the BTU agreement.

When a member exercises her/his bumping rights pursuant to this section and displaces a more junior member, BASAS recognizes that this displacement will result in the reassignment of other BASAS members. The Superintendent or her/his designee retains the right to reassign the individuals and other members within the affected job category.

12.4.5 A member who holds seniority in only one non-school based BASAS position and who has twenty (20) or more years professional service in the Boston Public Schools may be assigned to another BASAS vacancy if the Superintendent determines that the member is qualified to fill that position, and such an assignment is consistent with the federal court orders and Article 1.5 of this agreement.

12.4.6 A member who has prior teaching experience in the Boston Public Schools may exercise his right to return to the teachers' bargaining unit. A person who becomes a member of the bargaining unit as a result of permanent appointment to a BASAS position on or after September 1, 1980 will not accrue seniority within the teachers' bargaining unit. Any member promoted out of the teachers' bargaining unit prior to September 1, 1980 shall not accrue seniority within the teachers' bargaining unit for BASAS service after August 31, 1983.

12.4.7 A member who bumps a junior member in the same job category waives any right to contest the reassignment in state or federal court and agrees that said reassignment does not constitute a demotion within the meaning of Chapter 71, Section 4 1.

12.4.8 Except in emergency situations layoffs will be effective as of the first day of any professional work year. Administrators to be laid off shall be notified in writing on or before May 15th preceding the effective date of the layoff. In emergency situations, layoffs will be effective sixty (60) calendar days following the written notice of the layoff.

12.4.9 A member who pursuant to this article accepts a lower rank position, accepts said position at the salary for the lower rank position.

12.4.10 A person presently serving as a Department Head, who in the past was serving as Head of Department or Assistant Headmaster - Subject, and had his/her service interrupted by a lateral transfer or promotion to another position, shall be credited with seniority time for the length of time served in the other position(s). Their seniority shall be in only one subject area (e.g. Math-, Business Ed; Science; etc.), based upon their major certification. If any of their prior service as Assistant Headmaster -Subject Area or Head of Department was in a subject area other than the area in which they are now serving, then only such prior service that is the same as their seniority area as a Department Head and that was continuous with that service shall be included in determining their seniority date.

## **12.5 Recall**

12.5.1 Members on recall will be given first preference in filling permanent vacancies in the category from which the affected members were laid off on the basis of seniority.

12.5.2 Recall rights shall be retained for 24 months from the effective date of layoff unless sooner terminated by the rejection of two (2) recall offers or failure to report for work within fifteen (15) calendar days after receipt of such recall notice.

12.6 This layoff and recall procedure is subject to all applicable state and federal laws and lawful orders pursuant thereto.



## **ARTICLE XIII**

### **Performance Evaluation**

#### **13.1 Philosophy**

The parties agree that the new performance evaluation process will comply with the Education Reform Act and will emphasize instructional leadership, student performance, accountability and teamwork.

The Boston Public Schools and BASAS recognize that the quality of education provided depends upon the professional performance and the total job effectiveness of the teachers and administrators in the system. Thus, since the system's professionals can and should be held accountable for the quality of their performance, a just and effective process for evaluating that performance is essential. Such a process must be organized to:

- foster effective leadership in promoting improvement of schools and educational programs;
- develop in the professional staff a clearer understanding of the goals of education;
- promote sound organizational and management procedures;
- demonstrate active support of the policies of the School Committee and Superintendent.

The performance evaluation program to be implemented to satisfy this philosophy for administrators is one that is diagnostic and prescriptive, is generally positively directed, and encourages professionals to maximize unique strengths and skills.

All administrators may be evaluated annually. The evaluation process must be completed no later than June 15th of each year.

The parties agree that BASAS members who "Meets Expectations" in all evaluation categories need not be evaluated in the following year if they remain in the same job title and position, unless the evaluator determines a need to do so.

#### **13.2 Instruments/Evaluators**

A. BASAS members shall be evaluated by their immediate supervisor using a marking system of "Meets Expectations" and "Does Not Meet Expectations." Adequate training on evaluation will be provided to evaluators.

The evaluation instruments to be used are the "School Based Administrator Performance Evaluation Form" and the "Non-School Based Administrator Performance Evaluation Form" developed by the "Performance Evaluation Task Group" in 1996-1997, or as amended or developed subsequently as agreed by the parties.

B. The immediate supervisor for evaluatees shall be:

Non School based BASAS members may be evaluated by the team leader, responsibility center manager, supervisor, or his/her designee. An evaluation of a non school based BASAS member which contains a "Does Not Meet Expectations" rating in any area will obligate the subsequent evaluations until the area in issue is improved.

### **13.3 Procedural Steps**

#### **A. Preparation**

No later than 30 days after the start of a rating year, and no later than 45 days after a change in a person's evaluator, the person's evaluator shall meet with the evaluatee(s) for the purpose of explaining the diagnostic prescriptive evaluation program, answering questions, and determining additional job related responsibilities which will be covered in the evaluation. Within 5 days after said meeting the evaluatee will receive a copy of a list of job related functions for which he/she is responsible and on which his/her performance will be evaluated.

An opportunity should be provided for the evaluation to be individualized to the extent that the evaluator and evaluatee may include mutually agreed upon additional goals if desired, provided that individual goals are not in conflict with system, or individual school goals, or with obligations under the BASAS contract, applicable laws and regulations.

#### **B. Data Gathering**

It should be clearly understood by the evaluatee that the data gathering process is ongoing and cumulative. Evaluation data include information gathered by observation or otherwise documented using the official instrument for each administrative category. Data should be collected over a sufficient period of time and should be accessible to the evaluatee in compliance with applicable state and federal laws. All complaints or derogatory comments obtained from parents, community, etc., shall be provided to the BASAS member, or they shall not be used as a basis for evaluation.

#### **C. Post-Evaluation Conference**

Evaluation reports may be filled out periodically throughout the school year whenever an evaluator determines that assistance, supervision or intervention is deemed appropriate. Within ten (10) school days during which the BASAS member is present following the completion of each evaluation, the evaluator shall meet with the evaluatee for the purpose of discussing the evaluation, providing an appraisal of professional strengths and areas in need of improvement. In any area where the responsible administrator indicates a need for improvement, or that the administrator "Does Not Meet Expectations," he or she will provide the evaluatee with a written prescription. The prescription must be fully descriptive, instructive, reasonable and attainable, and educationally sound as to the specific remedy sought by an evaluator.

At the Post Evaluation Conference, the evaluatee will be shown his or her written evaluation by the evaluator and will sign it to indicate having seen it, but not to indicate agreement or disagreement. A copy of the evaluation will be provided to the evaluatee, and the evaluatee will be allowed to attach comments to the evaluation.

#### **D. Follow Up**

In general, the number and scope of the subsequent conferences can be gauged at the first conference, and communicated to and discussed with the evaluatee at the end of that conference.

To the extent possible, provisions should be made for the evaluatee to interact regularly with the evaluator to provide follow-up support for the improvement of performance as prescribed in the evaluation reports.

Continued failure to meet a standard will result in warnings, additional evaluations and further action.

### **13.4 Interim Evaluation and Reports**

A. If an overall report "Does Not Meet Expectations" is issued the evaluator must evaluate the administrator monthly until such time as performance has improved or until four (4) "Does Not Meet Expectations" evaluations have taken place and a dismissal recommendation has been made.

B. Evaluators should provide an interim evaluation to any evaluatee whose performance is viewed to be less than the performance rating achieved in the prior year.

C. If an administrator's performance results in an interim or year-end overall evaluation of "Does Not Meet Expectations" the evaluation prescription may contain a requirement that an administrator take advantage of additional professional development training or other opportunities.

D. Individuals assigned to a BASAS position, either on an acting or permanent basis (or a combination of both) shall serve a 90-day probationary period (90 calendar days). Failure to satisfactorily complete this probationary period will result in termination from the position. Such termination shall not be grievable or arbitrable except to the extent provided by statute.

E. BASAS members covered by G.L. c.71 §41 who have completed more than ninety (90) calendar days of service but less than three consecutive years may be dismissed provided they have been given at least three overall unsatisfactory monthly performance evaluations.

F. BASAS members governed by G.L. c.71 §41 who have completed more than three consecutive years may be dismissed for good cause with four overall unsatisfactory monthly performance evaluations in any twelve month period.

G. BASAS members not governed by G.L. c. 71 §41 who have completed more than ninety (90) calendar days of service but less than one year and ninety (90) calendar days of service may be dismissed provided they have been given three overall unsatisfactory monthly evaluations within the one-year period following the completion of their probationary period. After the completion of ninety (90) calendar days plus one year of service BASAS members not governed by G.L. c.71 §41 may be dismissed if they have been given four overall unsatisfactory performance evaluations in any twelve-month period.

H. Evaluations under this Article need not be consecutive. A missed month in the evaluation process shall not be cause for starting the evaluation cycle again.

### **13.5 Summative Evaluation and Reports**

A. Evaluation reports should be cumulative, and will comply with state and federal laws concerning confidentiality and privacy of evaluations.

B. The areas in need of improvement, as indicated in diagnoses and prescriptions, should be included in subsequent evaluations until the desired level of improvement has taken place.

C. During the entire evaluation process, continuous assistance, support and encouragement should be extended to assist the evaluatee in meeting established objectives.

D. Continued failure to achieve "Meets Expectations" evaluations will result in additional prescriptions, warnings, additional evaluations and further action, including evaluation visits from other School Department administrators.

E. An evaluatee whose overall performance has been judged as "Does Not Meet Expectations" shall be so notified in writing and shall meet directly with the evaluator.

13.6 An overall evaluation of "Does Not Meet Expectations" for bargaining unit members shall be subject to the grievance and arbitration procedure. An administrator may grieve an annual overall "Meets Expectations" evaluation up to and including the level of the responsible administrator above the level of the evaluator. Any evaluation that is used or referred to as any part of the rationale for removal, reassignment or any other negative action against an employee shall be subject to the grievance and arbitration procedures.

13.6.1 Any evaluation of a BASAS administrator which is overall "Does Not Meet Expectations" shall be promptly forwarded to BASAS along with any recommended professional development or corrective action plan, provided that the BASAS member has so requested in writing. The Superintendent's designee and BASAS agree to meet to discuss the plan, when requested by the BASAS member.

13.6.2 The mediation process shall be available for performance evaluation grievances with the mutual hope of avoiding arbitration of such disputes.

13.6.3 The parties agree that if either side requests renegotiation of this evaluation process, the parties will meet during the term of the contract to conduct negotiations.

## **ARTICLE XIV**

### **School Based Management**

#### **Overview**

14.1 Boston Association of School Administrators and Supervisors, the School Committee of the City of Boston, and the Superintendent of Schools agree that school based management/shared decision making at the school level is a goal to be achieved in the Boston Public Schools during the implementation of this collective bargaining agreement.

Principals and Headmasters, as the educational leaders at the school site, will assume greater authority and responsibility under this system.

Decentralization and increased school site control require a Principal/Headmaster to develop a clear set of educational objectives and then work cooperatively with the school community to achieve those goals.

The parties acknowledge that with this additional flexibility comes increased accountability for Principals and Headmasters to meet the school's objectives.

14.1.1 School-based management - Subject to negotiation with the Boston Teachers' Union, in all schools where a BASAS bargaining unit position exists, a BASAS bargaining unit member from that school shall have the right to one voting representative on the School Site Council. School Site Councils with a BASAS representative shall have the parent representatives on the Council increased by one.

14.1.2 The parties will continue to negotiate about pilot schools as they develop.

#### **14.2 BASAS/Management Committees**

There shall be established a BASAS Steering Committee composed of the President of BASAS, assisted by up to five (5) additional members. This Committee shall meet with the School Department Committees regarding school based management issues. It shall be the goal of the BASAS-Management Committees to work cooperatively and by consensus. Meetings shall be held upon request of either party.

The Superintendent shall appoint from a list of ten (10) names submitted by BASAS a person to serve as his representative on the BTU/School Department Steering and School Based Management Committees. This list as well as the BASAS' Committees shall be racially representative of the membership.

BASAS and the School Department recognize that the provisions of this agreement reflect a tentative consensus on a direction to move in reforming the schools. Both sides recognize that school-based management represents a new way of doing business with which they have limited experience. Success is likely to require much flexibility and learning from experience. Therefore, the School Department and BASAS agree to work together through the course of this contract period to assess and improve this structure for school-based management in light of common experience.

#### **14.3 Orientation/Training**

The parties agree to work cooperatively in the development of any orientation/training programs which will be implemented on school-based management. The parties recognize that Principals and Headmasters, as well as other BASAS members at the school site, are invaluable resources regarding the development of any such program.

#### **14.4 Adoption of School-Based Management**

Henceforth, each school in the system may choose to adopt school-based management whenever the Principal/Headmaster and 60% of the teachers at that school so agree. Once adopted, the Principal, Headmaster, teachers, parents and students (in high schools) should elect representatives for a School Site Council to serve as the school's governing committee. BASAS and the School Department believe that School Site Councils will not succeed if any constituency groups are left out of the process, therefore each group must endeavor to elect individuals who are representative of the racial/ethnic diversity of their constituents.

#### **14.5 School Site Councils**

##### **1. Composition**

School Site Councils at schools adopting school-based management shall be composed as follows:

	Small Elem. Schools	Large Elem. Schools	High Schools
Principal/ Headmaster	1	1	1
Teachers	5	6	7
Parents	3	4	4
Students	0	0	1
Total	9	1	13

School Site Councils may also have associate, nonvoting members, for example additional high school students and other representatives from the business or university community.

Principals and Headmasters are encouraged to include all BASAS members at the school site in the decision making process. This may be done at the school site in a number of ways including appointing an inter-membership committee to work with the lead administrator.

## 2. Mandate

The role of a School Site Council is to manage all matters that relate to the operation of the school, including priority and objective setting, design of the instructional program, budgeting and fundraising, purchasing and disbursement of funds, space utilization, hiring of new staff and in-transfer of staff from other schools in the system, selection and guidance of mentor teachers, parent-teacher relations and functions, solicitation and use of outside professionals and social service resources, and so on. To the extent possible, the Council should serve as the School Improvement Council for the disbursement of Chapter 188 funds and any similar functions that may arise. The Council might not replace other elected bodies, such as the School Parent Council or Faculty Senate, which, if they continue to operate, may be asked to deal directly with the Council, to advise it formally through their member representatives, or perhaps to merge with it for selected purposes.

Each School Site Council is responsible for finding ways to implement the intent of the provisions governing school-based management in ways that do not violate outstanding court orders.

## 3. Operation

It is expected that a School Site Council should operate by consensus, where lack of agreement is viewed as a signal that the best option has not yet been developed and put forward. However, formally, decisions of a Council will require a majority vote with the Principal/Headmaster voting with the majority. The Principal/Headmaster is required to account in writing and in person (at a subsequent meeting) for any vote in contravention of a majority of the Council. In the event that a school has no sitting or acting Principal/Headmaster, the Cluster Leader or his or her designee shall be substituted.

Unless agreed otherwise by the Council:

(a) A majority of a Council's members shall constitute a quorum, provided that the Principal/Headmaster, at least two teachers, and a parent are present.

(b) Meetings shall be held at least monthly.

(c) Meetings shall be chaired by the Principal/Headmaster or his or her designee.

## 4. Training

Representatives chosen to serve on School Site Councils will receive training in each school year that involves concept and skill-building in at least the areas of team-building, collaborative, joint problem-solving style negotiation; parental involvement; and decision-making by consensus.

## 5. Dispute Resolution

In the event that a School Site Council reaches a deadlock on some important issue or repeatedly fails to reach consensus on issues, any three members may request that the Cluster Leader designate a facilitator or facilitators to help improve the Council's process. All members of a Council are obligated to cooperate in good faith with any such facilitation.

In the event that facilitation is requested, the Cluster Leader shall seek facilitators from among the members of a School Site Council (or Councils) that is functioning well in the same Cluster.

#### **14.6 School Staffing**

Any person not employed by the Boston Public Schools as of July 1, 1994 who is hired into a BASAS unit position that is not statutorily exempt from residence requirements, shall be governed by the Boston residence ordinance.

A school that has adopted school-based management and formed a School Site Council may make decisions on the voluntary in-transfers of teachers without regard to teacher seniority. In the event that the School Site Council is unable to reach a decision, the contract provision governing transfers shall apply.

#### **14.7 Legal & System Requirements; Waivers**

1. In managing the school, the School Site Council must comply with all applicable federal and state laws, regulations, and court orders, unless the school has sought and received a proper waiver from appropriate authorities. The School Department and BASAS will cooperate in efforts to seek appropriate waivers of state or federal policies or regulations or to seek statutory change.

2. A School Site Council may seek waivers from School Department regulations and School Committee policies. Waivers of School Department regulations are at the discretion of the Superintendent. Waivers of School Committee policy must be approved by the School Committee.

3. To the extent allowed by law, a School Site Council may seek a waiver of any provision of this collective bargaining Agreement, provided that 60% of the affected group covered under this Agreement vote in favor of seeking a waiver. Such waivers must be approved by a majority vote at a BASAS membership meeting and by a majority vote of the School Committee, if required. BASAS agrees that, barring extraordinary circumstances, each request for a waiver of this Agreement will be put to such a vote within 45 days of the request (excluding school vacations).

4. The School Based Management Committee will develop a process for facilitating requests for waivers.

#### **14.8 School Assessment Annual Education Plans**

##### **1. Scope**

Each school in the Boston Public School system must adopt a written Annual Education Plan that sets specific educational goals for the following school year, plans for meeting those goals, including budgetary requirements and contingencies, and proposed measures of success by which to gauge the achievement of the specified goals. The development of this plan is the responsibility of the School Site Council in schools that have one, or the Principal/Headmaster in schools that do not.

##### **2. Approval**

Each school's proposed Annual Education Plan must be submitted no later than June 1 of the prior school year to the Cluster Leader. The Cluster Leader, in consultation with the Cluster Improvement and Planning Council, will either approve the plan or return it for revision. Any plan not approved or returned for revision within 60 days of submission will be deemed approved. If a plan is returned for revision, the Cluster Leader shall provide a detailed written explanation of this decision and specific recommendations for revision of the Plan. The school will then have 30 days to submit a revised Plan. If a school and the Cluster Leader cannot agree on an appropriate Plan by October 1 of the covered year, the various proposed drafts and comments thereon shall be submitted to the Steering Committee (or the School-Based Management Committee, if the Steering Committee so designates), which will review them and develop a Plan at the school for that year.

### 3. Content

The School Department and BASAS recommend the following goals for possible inclusion in a school's Annual Education Plan:

- Improvement of reading scores
- Improvement of math scores
- Reduction of drop-out rate
- Reduction of discipline & behavioral problems
- Reduction of retention rates
- Improvement of student attendance
- Improvement of teacher attendance
- Improvement of student recruitment
- Increased enrollment under the Student Assignment Plan
- Retention of minority students (in exam schools)
- Increase in racial balance
- Increase in parent involvement
- Reduction in suspension rates
- Improvement in bilingual student achievement
- Improvement in special needs student achievement
- Increase in mainstreaming bilingual students
- Increase in mainstreaming special needs students
- Improvement in special education compliance
- Improvement in meeting bilingual education requirements
- Improvement of staff training programs
- Improvement in student evaluations of school
- Improvement in parent evaluations of school performance and climate
- Improvement in teacher evaluations of school
- Improvement in student writing samples
- Increase in participation in extracurricular activities
- Meeting budget
- Acquisition of increased extra-budgetary assistance.

### **14.9 School Performance Assessment**

#### 1. Collection of Data

Performance-related data will be collected annually on all schools around a variety of system-wide and school-based criteria. Those measures which are applied system-wide shall be reviewed by the BASAS/Management Committee based initially on the report of the Boston Compact Measurement Committee. They may include, among other criteria:

- achievement test scores
- drop-out rates
- retention rates
- rate of students requesting transfer to other schools
- growth/attrition of enrollment under the student assignment plan
- rate of requested teacher transfer in and out
- student discipline
- parent, student, & staff satisfaction surveys
- percentage of eligible students who take achievement tests
- rate of growth in achievement
- rate of attendance (adjusted for unusual circumstances), such as a teacher's long-term absence due to illness
- students
- staff

Additional criteria may be applied to a particular school in line with that school's Annual Education Plan.



## 2. Annual Assessment

Schools will be assessed annually, comparing performance to goals.

Schools whose performance is unsatisfactory will be responsible for detailing a plan for improvement in their next Annual Education Plan. In addition, schools whose performance is evaluated as unsatisfactory by the Cluster Leader based upon the criteria established by the school based management committee and the school's Annual Education Plan would be subject to review and assistance by a School Intervention Team that could recommend appropriate improvement measures, including but not limited to:

- additional time to attempt improvement, but not more than one year
- intensive monitoring
- assignments of part-time or full-time in-school specialists or consultants
- specialized staff development
- reallocation of staff duties
- replacement of some or all of the leadership team
- reassignment of some or all BTU-member staff

Schools whose performance is unsatisfactory can also request intervention from a School Intervention Team to help them formulate and implement an improvement plan.

The School Based Management Committee will develop a program of positive incentives for improved school performance and rewards for continued excellence in school performance.

This provision is not intended to restrict the Superintendent's right under Ch. 613 and/or under any applicable clause of the BASAS contract.

### **14.10 School Intervention Teams**

BASAS shall submit a list of ten (10) BASAS members from the Cluster who have received "Meets Expectations" overall evaluations to the Cluster Leader who shall select and recommend the Superintendent appoint one (1) BASAS member from the Cluster to serve as one of his representatives on a School Intervention Team as needed.

This committee will work with the school administration, staff and parents to formulate an improvement plan.

Recommendations of the School Intervention Team are reached by majority vote and are subject to approval by the Cluster Leader. If, after a year of intervention, the Team deadlocks 3-3 on a proposal for staff reassignment of an unsatisfactory school, that school will have an additional probationary year to attempt improvement following whatever guidelines on which the Team can agree. In addition, a new School Intervention Team will be appointed or assigned to that school, and a seventh member added.

The School Based Management Committee will develop a program of positive incentives for improved school performance and rewards for continued excellence in school performance.

#### **14.10.1 Professional Development Committees**

The Superintendent shall appoint from a list of ten (10) names submitted by BASAS a person to serve as his representative on the Professional Development Committee with the BTU. This list as well as the BASAS' Committees shall be racially representative of the membership.

#### **14.10.2 Mentor Committees**

The parties agree that Principals and Headmasters, as well as other BASAS members at the school site, have been an integral part of the development of teachers. Therefore, the Superintendent shall appoint from a list of ten (10) names submitted by BASAS a person to serve as his representative on the Mentor Committee with the BTU. This list as well as the BASAS' Committees shall be racially representative of the membership.

#### **14.10.3 Peer Assistance**

The parties agree that communication between school site personnel is a very important learning and development issue with the implementation of school-based management. BASAS will, therefore, convene a study group to present recommendations to the School Department of ways in which communication (workshops, seminars, etc.) may be improved between school administrators.

The parties agree to meet and develop an appropriate action plan after the submission of the BASAS report.

### **ARTICLE XV**

#### **Miscellaneous**

15.1 The School Department shall cooperate with BASAS in establishing a voluntary C.O.P.E. check-off system to the extent permitted by law.

15.2 BASAS agrees to the attached side letter of agreement regarding classification of certain positions.

15.3 The parties agree that the impact bargaining on the Unified Student Services Reorganization of 1999 is complete (copy attached).

15.4 The parties agree to hold Boston School Committee and BASAS, American Arbitration Association Case. No. 11390-00528-01 (Gr. RBT) in abeyance pending funding of this agreement and further agree to have their authorized representatives execute the settlement agreement attached hereto.

### **ARTICLE XVI**

#### **Separability and Savings**

16.1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.

16.2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE XVII

### Duration

This Agreement shall be effective as of September 1, 2000 and shall continue in full force and effect until August 31, 2003. This Agreement may be amended at any time by mutual consent of the parties and shall be done in writing and signed by the parties. This Agreement is conditional upon funding of cost items by the Boston City Council.

BOSTON SCHOOL COMMITTEE

BOSTON ASSOCIATION OF SCHOOL  
ADMINISTRATORS AND SUPERVISORS

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Date

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Date

---

SUPERINTENDENT

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Date

## APPENDIX A

In order to promote parental and community participation in the selection of administrators for schools and to minimize disruption in the administration of schools, the following permanent, official policy change is hereby ORDERED:

1. The policy of filling vacancies in the positions of Headmaster, Assistant Headmaster, Principal, Assistant Principal by giving preference to the senior incumbent seeking to transfer to the vacancy is hereby terminated.

2. Whenever a vacancy arises in one of those positions which the School Committee decides to fill on a permanent basis, the vacancy shall be filled in the following manner:

(a) The Superintendent shall submit a recommendation to the Committee and a copy to BASAS as to whether the vacancy should be filled by the promotional rating procedure established pursuant to the order of the Federal District Court dated February 24, 1976 or whether the vacancy should be filled by the transfer of an incumbent administrator,

(b) The School Committee shall determine, based on the Superintendent's recommendation, whether the vacancy shall be filled by the promotional rating procedure or by transfer;

(c) If the vacancy is to be filled by the promotional rating procedure, the position will be posted and rated in accordance with that procedure;

(d) If the vacancy is to be filled by transfer, the vacancy will be posted and administrators will be invited to submit transfer requests. The Superintendent shall recommend one of the applicants to the Committee for approval. The recommendation shall be accompanied by an impact statement assessing the disruption potential in the school being vacated by the nominee. If the Committee rejects the nomination, the Superintendent shall submit another nominee to the Committee. In cases where no incumbents apply for transfer to a vacancy, the vacancy shall be filled in accordance with the promotional rating procedure;

(e) This policy shall not be deemed to restrict the right of the Superintendent with the approval of the School Committee, to transfer or assign administrators to different schools even in the absence of a vacancy where in her judgment such transfer or assignment is for the good of the system, or to transfer or assign administrators to fill vacancies temporarily or on an acting basis.

**SIDE LETTER OF AGREEMENT**  
**between the**  
**SCHOOL COMMITTEE OF THE CITY OF**  
**and the**  
**BOSTON ASSOCIATION OF**  
**SCHOOL ADMINISTRATORS AND SUPERVISORS,**  
**LOCAL NO. 6, AFL-CIO**

1. Study committee on job reclassifications
2. Details and Provisions for Catastrophic Illness Bank (Section 9.1.1).
3. The employees' right to privacy regarding medical information and the Committee's right to know.
4. Department Head issues as outlined in the BASAS proposals.
5. Issues relating to Department Head versus Program Director classifications will be the subject of continuing negotiations, with arbitration regarding these issues to be held in abeyance pending the outcome of the negotiations or February 1, 1998, whichever comes sooner.

**SIDE LETTER OF AGREEMENT**  
**between the**  
**SCHOOL COMMITTEE OF THE CITY OF**  
**and the**  
**BOSTON ASSOCIATION OF**  
**SCHOOL ADMINISTRATORS AND SUPERVISORS,**  
**LOCAL NO. 6, AFL-CIO**

BASAS agrees that the following positions are properly classified as principals/headmasters, and will not contest the Boston School Committee's reclassification of the following positions to reflect principal headmaster status:

1. Senior Program Director: McKinley Schools
2. Program Director: Boston Evening Academy (Horace Mann Charter School)
3. Program Director: Health Careers Academy (Horace Mann Charter School)
4. Program Director: Fenway Middle College High (Pilot School)
5. Program Director: Harbor School (Pilot School)
6. Program Director: Carter Developmental Center

## INDEX

Absence Due to Injury in the Course of Employment .....	13
Adoption Leave.....	13
Affirmative Action.....	2
Agency Fees.....	2
Assistance in Assault Cases.....	5
Career Awards.....	4
Child Care Leave.....	14
Court Summons .....	13
Death in the Immediate Family.....	13
Doctorate Degree .....	3
Dues.....	2
Grievances .....	15
Grievances-Step I.....	15
Insurance .....	10
Layoff Procedures .....	22
Length of Work Year .....	6
Management Rights.....	2
Master + 45 Schedule .....	4
Maternity Leave.....	13
Military Leave of Absence .....	13
New Issues .....	17
Non Scheduled Workdays.....	6
Organized Reserve Forces .....	13
Past Practices .....	17
Performance Evaluation .....	24
Personal Leave and Miscellaneous Paid Leave.....	12
Professional Meetings and Leave .....	8
Recall .....	20
Reduction in Force .....	18
Retirement Plan.....	10
Sabbatical Leaves of Absence.....	14
Salary Differentials.....	3
Salary Schedule.....	5
Seniority .....	18
Severance Pay .....	12
Sick Leave .....	12
Snow Days .....	7
Tax Free Annuities .....	10
Transfers .....	10
Work Day .....	6
Working Conditions .....	5
Working Out of Classification.....	4