

## AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this \_\_\_\_\_~~25<sup>th</sup>~~ day of \_\_\_\_\_~~February~~, 20~~20~~~~13~~ 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" or "BASAS").

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 terms "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. BTU union members working in an administrative capacity with acting status will have dues collected immediately. 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:**

Effective November 1, 2013      Increase all salary steps and grades 3% across the board

Effective November 1, 2014      Increase all salary steps and grades 3% across the board

Effective November 1, 2015      Increase all salary steps and grades 3% across the board

#### **SEE ATTACHED WAGE GRIDS**

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 \$3,000.00 September 1, 2003

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 August 31, 1987.

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 August 31, 1987.

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 and Masters plus 60 credit awards for all members of the bargaining unit shall be as follows:

<u>Effective Date</u>	<u>Masters plus 45</u>	<u>Masters plus 60</u>
11/1/13	\$1,000.00	
11/1/14	\$1,000.00	\$1,400.00

The school committee's obligation to pay any sums for degree credits beyond the Master's Plus 45 level shall be subject to the employee obtaining prior approval of the courses taken by the Office of Human Resources. The preceding sentence shall not apply to employees who are currently in the bargaining unit with a Master's degree and 45 degree credits beyond the Master's level or 60 degree credits beyond the Master's level or those who enter the unit from the BTU bargaining unit with such degree credits.

### 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 9/1/13</u>	<u>Effective 11/1/14</u>	<u>Effective 11/1/15</u>
7 year Award	\$1,250.00	\$1,288.00	\$1,327.00
14 year Award	\$1,950.00	\$2,009.00	\$2,069.00
19 year Award	\$2,350.00	\$2,421.00	\$2,494.00
29 year Award	\$3,550.00	\$3,657.00	\$3,767.00
34 year Award	\$4,000.00	\$4,120.00	\$4,244.00

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 "does not meet expectations" 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

3.6.1 Effective September 1, 2007 all permanent members of the bargaining unit who have been appointed to work in a job classification having a higher rate of pay shall receive the higher rate from the first day of service in the higher classification.

3.6.2 Effective September 1, 2007 any employee who has been appointed to work in a bargaining unit position on an acting basis shall be paid the full salary rate of the position from the inception of service therein.

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

Effective November 1, 2012	\$51.28
Effective November 1, 2013	\$52.82
Effective November 1, 2014	\$54.41
Effective November 1, 2015	\$56.05

### 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.

### 3.9 Food Service Personnel

- (a) Members of the Food and Nutrition Services Department added to the bargaining unit by virtue of the add-on election in MCR-02-4961 and whose salaries fall within the ranges shown below shall be assigned to that step of job grade 3 or 4, as applicable, in accordance with the following schedule:

Employee Current Base Salary	Grade and Step Effective 9/1/03	Base Salary Effective 9/1/03
\$50,000	3-1	\$51,000
\$52,500 - \$54,080	3-2	\$55,162
\$56,243 - \$58,493	3-3	\$59,663
\$60,833 - \$63,266	3-4	\$64,531
\$65,797	4B-1	\$67,113
\$68,429	4B-2	\$69,798

- (b) Food Service personnel will be governed by the Committee's "Managerial Employees Conditions of Employment" (as revised January 2003) on the subject of vacations and number of days worked per year. All other subjects shall be governed by the applicable provisions of the BASAS collective bargaining agreement.
- (c) Members of the bargaining unit, who are not exempt pursuant to M.G.L. c.71, §38, must be residents of the City of Boston in accordance with the City of Boston's Residency Ordinance (Ord. 1976, c. 9 as amended), except that after ten (10) years of full-time service with the Boston Public Schools, bargaining unit members will be exempted from the Residency Ordinance.

## 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 Duty Free Lunch**

Effective January 1, 2013, all school-based bargaining unit personnel shall be entitled to a duty-free lunch period of one-half hour. This lunch period shall be scheduled with the approval of the bargaining unit member's supervisor.

#### **4.9 Snow Days**

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

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

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

4.12 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.

4.13 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.

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

The School Committee shall request of MassPort to allow BASAS members who use the tunnel or bridge to commute to work sites the opportunity to obtain reduced rate passes.

The School Committee shall request of the MBTA that it allow all BASAS members who use the MBTA to report to work the opportunity to purchase monthly discounted passes.

4.15 Department Heads (and, at Boston Latin School, Boston Latin Academy and Snowden International High School, Program Directors) may, at the discretion of the Headmaster teach up to two (2) regularly assigned classes for a school year provided they volunteer to do so by May 1<sup>st</sup> immediately preceding the school year in which they shall teach. Once made, a voluntary commitment to teach for a given school year may not be revoked for that school year.

4.16 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 for the purposes of administrator professional development at the discretion of the Superintendent or his/her designee. If required to administer all day professional development time, those two days shall count 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.

#### **4.17 Extended Learning Time – Project Promise Schools**

BASAS members at any school designated as a Project Promise School shall work the school's extended hours. All hours worked in excess of the normal seven (7) hour day, Mondays through Fridays, shall be compensated at the contractual hourly rate. For each Saturday actually worked employees shall receive pay at 3/7 their per diem rate for the first three hours and at the contractual hourly rate for hours worked on Saturday in excess of three (3) hours. The annual salary of administrators in a Project Promise School shall be increased to annualize this premium.

## **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, and the implementation and supervision of the Eight Dimensions of Effective Teaching and the Whole School Improvement Plan.

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.

6.3.3 Any BASAS bargaining unit member whose job title is changed within the same grade or to a lower grade because of promotion, rating transfer or reassignment or re-entry into the bargaining unit from BPS employment outside the unit, or re-entry within twenty-four (24) months following recall from layoff, shall be placed on that step of the salary scale to which their years of service in the bargaining unit entitle them.

If a BASAS bargaining unit member's title is changed to a higher grade through promotion, rating, transfer, reassignment or re-entry into the unit from BPS employment outside the unit, or re-entry within twenty-four (24) months into the bargaining unit, he/she shall be placed on that step of the salary scale that most closely approximates but is not less than the last salary that individual earned as a bargaining unit member.

## **ARTICLE VII**

### **Transfers**

7.1 The Superintendent may fill vacancies for the positions of Assistant Headmaster, Assistant Principal and Director of Instruction by transfer, by assignment (on an acting basis) through the promotional rating process or by appointment. If the Superintendent fills a vacancy by assignment on an acting basis, the position must be rated within 120 school days; if the position is not rated within that time, the individual assigned on an acting basis shall be deemed permanent.

7.2 Involuntary excessed Assistant Headmasters, Assistant Principals, Department Heads and Directors of Instruction shall be granted a new assignment before any new appointments. Assignments under this provision shall be made in seniority order by the date specified in Article 12.4.8 of the issuance of layoff notices. However, nothing in this provision shall prevent the Superintendent from reassigning an excessed administrator from the position he or she initially received if a bargaining unit vacancy occurs in that administrator's job title between the date of excessing and September 1<sup>st</sup> which, in the opinion of the Superintendent, would be a more suitable assignment.

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

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

7.5 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.

7.6 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.

7.7 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. Notwithstanding the timeline established for rating positions in Article 7.1, effective September 1, 2013, bargaining unit members who have occupied vacancies created by the promotion of an Assistant Principal, Assistant Headmaster or Director of Instruction to Acting Principal or Acting Headmaster on an “acting” basis without having such vacancy promotionally rated within sixteen (16) months shall be deemed “permanent” for the purposes of this collective bargaining agreement. For the purposes of this paragraph, “legitimate vacancies” are those vacancies 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).

Effective July 1, 2008, the indemnity product known as Master Medical will be eliminated. In its place the Boston Public Schools/City of Boston will offer an Indemnity PPO (the Indemnity PPO product that the City anticipates offering is Blue Care Elect Preferred). The City will contribute 75% of the premium cost of the Indemnity PPO.

Effective September 1, 2007, the Boston Public Schools will contribute the following percentages to the premium cost for individual and family plans:

- 1. HMOs 89%
- 2. Harvard Pilgrim POS 84%

Effective September 1, 2008, the Boston Public Schools will contribute the following percentages to the premium cost for individual and family plans:

- 1. HMOs 88%
- 2. Harvard Pilgrim POS 83%

Effective September 1, 2009, the Boston Public Schools will contribute the following percentages to the premium cost for individual and family plans:

- 1. HMOs 85%
- 2. Harvard Pilgrim POS 80%

**Adoption of M.G.L. Chapter 32B § 18**

The Union agrees not to oppose legislation that would allow Cities and Towns to adopt Section 18 and have the option of applying the provisions of Section 18 prospectively.

Provided such legislation is passed, the Union will not oppose the adoption of Section 18 by the Boston City Council.

Provided such legislation is passed, and the City only applies Section 18 prospectively, the Union will agree that the City has met its obligation to bargain the impact of the adoption.

In the event the legislature takes no action on the above-mentioned matter, effective June 30, 2008 the City has met its obligation to bargain the impact of the adoption of Section 18, should the Boston City Council vote to adopt it.

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. The terms of the PEC Memorandum of Agreement ("MOA") attached hereto as Appendix B are incorporated herein by reference and shall supercede for the life of said MOA those parts of this Article 8.3 with which they are in conflict.

8.4 The Boston Public Schools will continue the current dental/optical insurance through the Massachusetts Public Employees Fund available to the members of the bargaining unit, paid in full by the employer. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims relating to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification 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.

BASAS agrees to work cooperatively with the school department to simplify and/or streamline the application and/or payment process.

### **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 a personal emergency shall be submitted to the immediate supervisor at least 2 days 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 grandparent and four days without loss of pay shall be provided for the death of a grandchild.

### **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. A bargaining unit member who is absent due to physical bodily injury as a direct result of a physical assault and battery which occurs during the course of his/her employment and who, as a result of this injury has been accepted for and is receiving workers' compensation payment pursuant to G.L. c.152, shall have restored any sick leave used to supplement his/her workers' compensation payment, and which when added to his/her worker's compensation payment is equal to his or her full weekly salary. The provisions of this section shall be limited to forty-five calendar days after a bargaining unit member has been accepted and is receiving Workers' Compensation.

A bargaining unit member who is absent for five (5) days due to an injury requiring medical attention that has arisen out of and in the course of employment caused either by the physical violence of a member of the Boston Public School community (e.g., student, parent or fellow employee) or by an assault by a member of the Boston Public School community (e.g., student, parent or fellow employee) shall be credited with sick leave of no more than four (4) days. The sick leave for the injury directly related to the assault or physical violence shall be four days or less depending on the severity of the injury and will include the day that the employee seeks medical attention for such injury. The employee must give to the Boston Public Schools a copy of the employee's medical documentation that reflects that the treatment sought and received is a direct consequence of the assault or physical violence in order to verify the employee's request for compensation under this Paragraph. The employee must also report the incident to the Boston School Police or Boston Police and submit a First Report of Injury Form. The incident must be detailed in a police report. If the employee subsequently files a claim for workers' compensation directly related to this injury and the employee receives workers' compensation under this Paragraph, then the previously credited days as described above will be deducted from the employee's sick leave balance. This section shall expire on August 31, 2009 unless the parties agree to continue this provision through August 31, 2010.

### **9.9 Court Summons**

Employees appearing in court on behalf of the school department or in response to a summons in a matter relating to the school department shall be deemed to be on assigned duty. Any employee summoned to jury service shall be deemed to be on assigned duty for the first such day of his/her appearance.

### **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.

January 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 January 15th deadline will be waived in case of circumstances arising after January 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 was not resolved at Step I, BASAS may appeal by forwarding the grievance in writing to the Office of Labor Relations within (5) school days after it has received the Step I decision. 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 of BASAS representative

The designee of the Office of Labor Relations shall meet with BASAS and the aggrieved unit member who shall receive at least (2) school days notice of the meeting. The supervisor to whom the grievance was presented at Step I may be present and state his/her views. The designee shall communicate his/her written

decision together with supporting reasons to BASAS as soon as possible but no later than ten (10) school days after receipt of the appeal or five (5) school days after the conference, whichever is earlier.

### **10.5 Salary and Leave Grievances**

The following grievances shall be presented directly to the Director of Labor Relations at Step II and in accordance with the time requirements for filing at Step I:

1. A grievance asserting that an employee's wages or benefits have been improperly paid, or that a person was improperly denied a leave of absence;
2. A grievance by the union asserting violations of the contract on behalf of the union itself or the bargaining unit as a whole or on behalf of an individual where a resolution of the grievance is not within the authority of the principal/headmaster or applicable supervisor.

10.6 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.

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

10.8 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.

10.9 A grievance which was not resolved at Step II 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 II 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.

### **10.10 Expedited Arbitration**

Any dispute involving the interpretation, application or administration of the layoff and recall provisions of this agreement shall be subject to the following procedure in lieu of the above:

1. All steps of the grievance procedure are waived.

2. The parties will agree upon a panel of five (5) arbitrators who are willing to hear disputes within one (1) week after a grievance is communicated by BASAS.
3. Arbitration will be conducted on an expedited basis without written briefs and with oral or written awards to be rendered not later than three (3) days following the date of hearing not to exceed one (1) day.

## **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 or the Superintendent’s designee 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 With reference to Article XII, 12.3.3 both parties agree to have continuing discussions on the topic of updating job titles.

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

**Group 12**

Director of Alternative Education  
Senior Program Director of Dispute Resolution/Mediation Process

**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  
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 - Barron Center (Counseling And Intervention Center)  
Program Director - McKinley  
Program Director - Comprehensive School Health

**Group 10B**

Assistant Headmaster  
Assistant Principal  
Director of Instruction  
Director of Curriculum, Assessment and Placement  
Senior Curriculum Access Specialist  
Small Learning Community Leader  
Special Education and Student Services Supervisor of School Settings and Services  
(Early Childhood, Elementary, Middle/K-8, High School, Autism and ABA Programming, Compliance, Contractual Services)

**Group 9**

Comprehensive School Planning Specialists  
Deputy Safety Chief  
Assistant Director - Barron Center (Counseling and Intervention Center)  
Assistant Dean - Madison Park  
Assistant Director of Health Services  
Program Director - Title I  
Program Director - Early Childhood  
Program Director of Vocational and Academic Curriculum Integration  
Program Director - Teacher Preparation  
Program Director – ACC  
Program Director – School to Career  
Program Director – Hearing/Appeal and Attendance

**Group 9A**

Program Director – Roland Hayes Music Center  
Program Director – O’Bryant High School  
Program Director – Hyde Park High School  
Program Director – Community Academy

**Group 8**

Department Head  
Program Advisor - Special Education  
Senior Coordinator - Special Education  
Senior Coordinator - School to Career

**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

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)

The position of Coordinator of International Studies at Snowden High School shall be upgraded to that of Assistant Headmaster, Job Grade 10B.

## **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 as defined in this agreement 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 "Exemplary," "Proficient" 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. Employees within the affected job category shall receive layoff notices in the following order:

- (a) employees who do not have the appropriate certification for the position; followed by

- (b) employees who are acting and who hold the appropriate certification for the position; followed by
- (c) employees who are permanent and who hold the appropriate certification for the position.

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 may result in the reassignment or layoff 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. Effective September 1, 2013 the deadline for notifying administrators of layoffs shall be June 1<sup>st</sup>.

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. Effective September 1, 2013, the rejection of one (1) recall offer or failure to report to work for fifteen (15) calendar days after receipt of such recall notice shall terminate recall rights.

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, where applicable, the new performance evaluation process will comply with the regulations promulgated by DESE, 603 CMR 35.00 et seq. 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 whose evaluations are subject to 603 CMR 35.00 et. seq. shall be evaluated on a cycle consistent with those regulations. Evaluatees not subject to 603 CMR 35.00 et. seq. shall be evaluated annually, except that such employees 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.

The parties agree that the following unit positions are subject to evaluations in accordance with 603 CMR 35.00 et. seq.:

**[INSERT HERE]**

#### **13.3 Definitions**

A. Standards: BASAS members shall be evaluated based upon the standards of Effective Leadership Practice as established by 603 CMR 35.04.

B. Administrator Ratings: School-based BASAS members and those members who maintain a license or certification issued by DESE as a condition of holding his/her position shall be rated as follows:

1. Exemplary
2. Proficient
3. Needs Improvement
4. Unsatisfactory

C. Administrator Plans: School-based BASAS members and those members who maintain a license or certification issued by DESE as a condition of holding his/her position shall be placed on an Administrator Plan in accordance with 603 CMR 35.06 (3)(e).

### **13.4 Instruments/Evaluators**

A. School-based BASAS members shall be evaluated by a designee of the Superintendent outside the BASAS bargaining unit. The parties agree that non-school based BASAS members may be evaluated by the team leader, responsibility center manager, supervisor, or his/her designee. An evaluation of non-school based BASAS members which contains a "Does Not Meet Expectations" rating in any area will obligate the subsequent evaluations until the area in issue is improved.

B. Assessments, Evaluations and Rubrics

The parties agree that the attached documents shall be used to evaluate school-based BASAS members and those members who maintain a license or certification issued by DESE as a condition of holding his/her position.

### **13.5 Procedural Steps**

A. Preparation

No later than 30 days after the start of a rating year, and not 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.

A BASAS member shall be allowed to propose a professional practice goal as well as a student learning goal. All goals are subject to the approval of the Evaluator.

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.

The evaluator must provide feedback within five school days to the administrator (via e-mail or in person) after any observation or collection of evidence resulting in the evaluator having a concern that one or more standards may be rated as unsatisfactory or needs improvement on a formative or summative evaluation for the first time.

### 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 standard, where the responsible administrator indicates a need for improvement, or that the administrator is “Unsatisfactory,” 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.

## **13.6 Formative Assessment/Evaluation and Observational Feedback**

A. A formative assessment shall be in the process used to assess progress towards attaining goals set forth in Administrator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

B. A formative evaluation shall be an evaluation conducted at the end of Year 1 for an Administrator on a two-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

C. If an administrator’s performance results in a rating of “Needs Improvement” or “Unsatisfactory” on a formative Assessment or Evaluation, 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 may be dismissed for good cause or due to a failure to meet performance standards. If the dismissal is for a failure to meet performance standards, the member must have been rated “Unsatisfactory” on a Summative Evaluation following an improvement plan.

F. Non school-based BASAS members not governed by G.L. c.71 §41 and who do not maintain a license or certification issued by DESE as a condition of holding a position and 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. Evaluations under this clause need not be consecutive. A missed month in the evaluation process shall not be cause for starting the evaluation cycle again.

### **13.7 Summative Evaluation and Reports**

A. A summative evaluation shall be an evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

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

C. Continued failure to achieve an overall rating of "Proficient" will result in additional prescriptions, warnings, additional evaluations and further action, including evaluation visits from other School Department Administrators.

D. An evaluatee whose overall performance has been judged as "Needs Improvement" or "Unsatisfactory" shall be so notified in writing and shall meet directly with the evaluator.

### **13.8 Dispute Resolution**

13.8.1 An overall rating of "Unsatisfactory" on a summative evaluation for bargaining unit members shall be subject to the grievance and arbitration procedure. An administrator may grieve a summative rating of "Proficient" 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.

13.8.2 Any evaluation of a BASAS administrator which is overall "Unsatisfactory" 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.

13.8.3 Alleged violations of Article XIII are subject to the grievance and arbitration procedures. If the employee has been dismissed, the arbitration shall be governed by G.L. c.71 §41. The arbitrator may consider whether there was substantial compliance with the totality of the evaluation in the hearing(s) process and non-compliance of a *de minimus* or insubstantial nature shall not entitle an employee to reinstatement and back pay where the arbitrator concludes that the termination was in accordance with G.L. c.71 §41.

### **13.9 Food Services**

BASAS positions may be evaluated using the Managerial Evaluation Tool.

## **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 and 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 –**

##### Collection of Data

1. 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.

#### **14.11 Underperforming Schools:**

The Superintendent may mandate that administrators in underperforming schools work up to twenty hours of additional professional development. The first twelve hours can be scheduled as two days during the last week in August on a Tuesday, Wednesday, or Thursday, or as two days scheduled on Saturdays or other non-pupil days. The remaining eight hours can be completed as the Superintendent so designates. Administrators participating in these twenty hours shall be compensated on a pro rata basis on their annual salary for this additional time. The twenty hours will receive retirement credit. Any administrator who does not want to participate in the twenty additional hours of professional development will be moved from the underperforming school. The vacated position will be filled by the Superintendent and the vacated administrator will be moved to another BASAS position at the same salary.

#### **14.12 Pilot Schools:**

Pilot Schools will have greatly increased decision-making authority, including exemptions from all Union and School Committee work rules. Employees who fall under the jurisdiction of BASAS shall accrue seniority in the system and shall receive at a minimum, the salary and benefits established in the BASAS contract.

BASAS employees in Pilot Schools will be required to work the full work day/work year as prescribed by the terms of the individual pilot school proposal. Further, they shall be required to perform and work in accordance with the terms of the individual pilot school proposal. Nothing in this agreement shall prevent Pilot School governing bodies from making changes to their programs and schedules during the year.

The BPS will share information for proposals to convert to Pilot Schools in order that BASAS members will have access to information about the pilot school model. BASAS will receive a copy of the governing document. Any revisions to this document will be received in a timely manner.

BASAS members who apply for positions at pilot schools will receive the following information at the time of their application:

- The length of the school day and school year;
- The amount of required time beyond the regular school day;
- Any additional required time during the summer or school vacations; and
- Any other duties or obligations beyond the requirements of the BASAS contract.

BASAS members may work in Pilot Schools on a voluntary basis and may excess themselves at the end of any school year prior to March 1st. However, if the only vacancy is located in a pilot school, then a BASAS member may involuntarily be deployed to a pilot school or opt to be laid off.

No BASAS member may be laid off as a result of the existence of Pilot Schools. However, if the most junior person is located in Pilot School, that person is not immune to layoff.

The Governing Board of each pilot school shall develop an internal appeals process to allow any BASAS staff member to raise issues, concerns, or problems. The internal appeals process shall be submitted to the Joint BASAS/BPS Steering Committee for approval. The internal appeals process shall be provided in writing to all BASAS staff members.

Issues not resolved at the school level may go to mediation. Final resolution will be made by the Superintendent of Schools and the President of BASAS.

## **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 have agreed to the attached language entitled “Program Directors” and “Superintendent’s Schools.”

## **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, 201~~63~~<sup>86</sup> and shall continue in full force and effect until August 31, 201~~86~~<sup>86</sup>. 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

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SUPERINTENDENT

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Date

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