

Memorandum Of Agreement
For Successor Collective Bargaining Agreement
for the Period September 1, 2021 through August 31, 2024
Between the Boston Teachers Union, Local 66, AFT-Massachusetts
and the School Committee of the City of Boston

This Memorandum of Agreement (“MOA”) is between the Boston Teachers Union, Local 66, AFT-Massachusetts (“BTU” or the “Union”) and the School Committee of the City of Boston (“Committee”), collectively, “the Parties” and contains the terms of the successor collective bargaining agreement.

Specifically, on July 13, 2022, the parties reached a tentative agreement subject to ratification by the BTU membership and approval by the Committee. This agreement covers the three (3) year period September 1, 2021 through August 31, 2024. Following are the changes to the agreement dated September 1, 2018 through August 31, 2021. Except as expressly provided below, the parties agree that the terms and provisions of the 2018-2021 agreement shall be extended without modification for the period September 1, 2021 through August 31, 2024.

1. Holidays (effective 9/1/22)

1. Revise Article V E. 3 of the teacher contract by adding Juneteenth to the list of holidays and changing Columbus Day to Indigenous People’s Day.
2. Revise ABA Specialist agreement to add Juneteenth and list the same holidays as in the teacher contract.
3. Revise Article III C of the Paraprofessional agreement to include the same list of holidays in the teachers’ contract.

4. Add new Article III C to substitutes' contract and reletter subsequent sections:
C. Holidays and Vacations
Cluster/building substitutes will be paid for school holidays and vacation weeks. List the same holidays as in the other contracts.

2. **Religious Holidays (effective 9/1/22)**

Replace existing Article VIII Q. 5 (d) "Religious Holidays" with the following:

Religious Holidays:

The committee shall provide employees who observe religious holidays that occur when schools are open up to two (2) days without loss of pay or personal leave. The Office of Equity will maintain a list of automatically approved religious holidays. Requests regarding other religious holidays may be made to the Office of Equity.

Employees intending to take a day off under this provision of the contract shall notify their supervisor and the Office of Equity and identify the observance at least ten school days in advance. If the nature of the observance is such that the exact date is not known ten school days in advance, the employee shall provide notice of the approximate date. If the holiday falls within the first ten days of the school year, the employee shall provide notice by the day before the first day of school for students.

NOTE: The above will also be inserted into the other bargaining units' contracts.

Also, this is not language that will be included in the contract but the list of automatically approved religious holidays includes but is not limited to: Rosh Hashanah, Yom Kippur, Eid al Fitr, Eid al Adha, Orthodox Good Friday, Lunar New Year, Three Kings Day, Diwali.

3. **Law Degrees**

Revise the second and third paragraphs of Article VIII D. 5 (c) as follows:

Delete the following paragraphs:

Law credits or degrees shall be creditable for employees who were in law school on or before the date of ratification of the 1983-86 Agreement

and who acquire their law degree on or before June 30, 1985. Other employees with a law degree will always be placed one lane on the salary scale advanced from where they would otherwise be. Requests for pre-approval of any courses shall be responded to by the Human Resources Department promptly.

Juris Doctorate: BPS agrees to ascertain the number of current teachers with JDs to determine the most appropriate way to compensate them for their education.

and insert the following sentence:

“Effective 9/1/2022, employees with a JD (Juris Doctorate) degree shall be placed in the doctorate lane.”

4. WiFi

Insert new Article VII A. 22 titled “Wi-Fi”:

“Effective 9/1/22, Educators will not be required to use their personal hotspots for Wi-Fi while working from or within a BPS building/program.”

NOTE: Add the same language in all 4 agreements

5. Sinks in Nurses Offices

Insert the following new sentence in Article VII A. 2 (b):

“Every health office/suite will be equipped with a working sink.”

6. Increase Para Coverage Rate

Amend Article V A 8(c) in the teacher unit contract and Amend Article II A. 6. (b) of the paraprofessional contract so that, effective 9/1/22, Para coverage rate increases to \$13 per hour for all Paras covering a classroom when the Teacher is absent. Any prior practice of omitting paraprofessionals from coverage of this Article, including especially Library paraprofessionals, is hereby contravened.

7. Homelessness Program

Add new subsection d to Article III H 1 as follows: The City of Boston has demonstrated its ability to address homelessness for individuals by focusing on the issue and bringing together public and private sector partners. The City of Boston and BPS are partners in a pilot program to

house homeless families of 1,000 students in Boston schools with plans to scale that up at the end of the pilot period to house the families of up to 4,000 homeless students. We will work together with the pilot partners with the goal of eliminating homelessness for families of students in Boston schools within five years.

8. Para Service Credit

Paraprofessionals who have worked in other roles within BPS shall have all years of service credited upon beginning employment as a paraprofessional, as follows:

Insert New Article III A of the paraprofessionals agreement as follows (and reletter subsequent sections):

A. Step Placement and Step Advancement

1. Hiring Rate

Effective September 1, 2022, newly hired paraprofessionals shall have all years of service as a BPS employee in any position, counted toward their years of experience for purposes of determining their hiring rate. Specifically, members of the Paraprofessionals bargaining unit shall receive one year of salary credit for every year worked in the Boston Public Schools, regardless of the position held.

2. Boston Employment Experience

Moreover, effective September 1, 2022, all paraprofessionals employed by BPS, even if not a new hire, shall be moved to the level of the contract most applicable to their level of experience; provided, however, that such a move does not result in a reduction of salary or wages nor deprive any paraprofessional of salary or wage increases otherwise provided under the terms of the contract or as offered by the School Committee.

3. Counting a Year

For purposes of Article III A. 1. and 2., one hundred twenty (120) school days per school year shall be credited as one year of employment experience.

9. **Increase LATF Pay**
(G 14 on p. 108) Increase LATF pay to \$1,000 per 25 students effective 9/1/22, indexed following year. The table will read as follows:

9/1/21	9/1/22	9/1/23
\$315.18	\$1,000.00	\$1,030.00

10. **Inside Service Credit**
Revise first sentence of Article VIII A. 3. (b) as follows:

“Effective 9/1/22, Provisional teachers shall be given salary credit for up to three (3) full years of satisfactory teaching experience outside the school system, and for all full years of experience inside the Boston Public Schools.”

11. **Laptops 4 Learning**

Insert the following new Article III M of the ABA Contract and reletter the subsequent section:

M. Laptops 4 Learning

As the laptops become available, ABA Specialists shall have the option to participate in the L4L laptop program in the same manner as teachers at their discretion.

Insert the following new Article III F in the substitutes’ contract and reletter the subsequent section:

F. Laptops 4 Learning

As the laptops become available, Cluster/Building substitutes shall have the option to participate in the L4L laptop program in the same manner as teachers at their discretion.

Insert the following new Article III O in the paraprofessionals contract, and reletter the subsequent section:

O. Laptops 4 Learning

As the laptops become available, the following members of the paraprofessional bargaining unit shall have the option to participate in the L4L laptop program in the same manner as teachers at their discretion:

1. Family Liaisons
2. Community Field Coordinators
3. Sign Language Interpreters
4. ABA Strand Paras

5. Braille and Materials Specialist Paras
6. Library Paras
7. Others as necessary and capacity allows, up to 25% of the paraprofessional bargaining unit.

12. Family Liaisons

Integrate Family Liaisons into the contract as follows:

- 1) In Article I A. –

Add the term “Family Liaisons” in the first paragraph between “community field coordinators” and “sign language interpreters”.
[Page 128]

- 2) In Article II A. 1. –

Add the language at the end of the paragraph:

“The function of members of the paraprofessional unit employed as Family Liaisons is to promote family and student engagement within the school, the BPS, and the greater Boston community.” [Page 131]

- 3) In Article II, A. 6. –

Add the following:

“(d) Effective 9/1/22, No Family Liaison shall be asked or required to work as a substitute teacher as a replacement for a teacher reported absent.” [Page 132]

- 4) In Article II. B. 3. –

Add “Family Liaisons” as number 16. [Page 135]

- 5) In Article II. B. 5. –

Add “Family Liaison” in the third paragraph between “Community Field Coordinator” and “One-to-One Paraprofessional”. [Page 136]

- 6) In Article II. B. 6. –

Add “. Group 5: Family Liaison (Position Category 16) after “. Group 4: Sign Language Interpreters (Position Category 15)”. [Page 136]

7) In Article C. 1. –

Add “6. Family Liaisons” at the end of the list of positions. [Page 137]

8) Effective 9/1/22, Revise Article III E. of the paraprofessionals contract, to add “Family Liaisons” to the third set of salary grids, to read “Community Field Coordinator, Health Para, and Family Liaison Rate”

9) Add new Article II E., titled “Family Liaisons”:

1. Workday

The workday for Family Liaisons shall be eight (8) hours daily.

2. Work year

Effective 9/1/22, The work year for Family Liaisons shall be 215 days. The work year shall include the 180 days that students are in school (the “school year”), and 35 days outside of the school year. The last two full weeks during the month of July shall be reserved for non-work days for all Family Liaisons. The 35 days outside of the school year will be scheduled collaboratively between the employee and their Principal/Head of School.

13. **Special Education**

Commitment to Inclusive Education

Delete Section 2 of Article V A. and replace with the following:

Vision

Inclusion is fully delivered when all students are educated in the least restrictive environment and are provided access to a full continuum of services that meet their individualized and special needs. Inclusion is

not a place or a program. All classrooms in the Boston Public Schools must be inclusive.

Inclusive practice refers to the instructional and behavioral strategies that improve academic and social-emotional outcomes for all students, with and without disabilities, in general education settings. The parties are committed to increasing inclusive practices and opportunities for all students regardless of their level of need.

The Individuals with Disabilities Education Act (IDEA) requires that students with disabilities are educated in the least restrictive environment with specially designed instruction, given appropriate supports necessary to implement their IEP and make effective progress on their IEP goals, in light of their circumstances. It is our belief that all students should be full and accepted members of the school community and students with disabilities placement should first consider the right to be educated in the general education setting alongside their typically developing peers. Effective inclusive education requires a high level of collaboration among general education, special education, related service providers and support staff to implement and model an inclusive community.

Every student in BPS is a general education student first. We also share a common belief that the achievement and opportunities of our students is our collective responsibility. We also agree that we will follow all federal and state statutes, regulations, and guidelines with regard to special education.

Transition to an Inclusive District

For all schools, BPS agrees to at least maintain the existing inclusion class staffing and class size ratios (which may be contained in the 2018-2021 CBA, the 2018 inclusion settlement, or another agreement or established past practice in schools) until such time as the new inclusive class designs are implemented.

Nothing in this agreement shall affect the current inclusion model at the Henderson School unless and until such a time as the parties agree upon and implement a new inclusive class design at that school.

Teacher Input

- **IEP Meetings**
 - o All decisions regarding IEPs will be made through the team process consistent with state and federal law. All teacher bargaining unit members who support a student with disabilities will be invited to attend team meetings. To the extent available, the District will provide classroom coverage for teachers who attend IEP team meetings.
 - o **Inclusion Planning Teams**
All schools are required to have an Inclusion Planning Team which will work in conjunction with the Instructional Leadership Team. Year one will be planning and initial implementation. Years two and three will be to support implementation. At the conclusion of School Year 2024-2025 or conclusion of their planning year and two years of implementation, the charge of the inclusion planning team may shift to include ongoing support for building a strong inclusive community.
 - o BTU members elected on to the Inclusion Planning Team will receive up to two full days of substitute coverage for the Team to conduct walk-throughs, class observations, meet, plan and address concerns.
 - o BTU members elected on to the Inclusion Planning Team may use up to five (5) hours to address concerns brought to the Team. The school leader will determine which contractual professional development hours, not to exceed five (5) hours in the aggregate, can be substituted for Inclusion Planning Team work.
 - o BTU members of the school-site inclusion planning teams shall be chosen by the school's eligible BTU members. BTU members who serve on the inclusion planning team shall be compensated at the contractual hourly rate for additional meetings outside of their regular work day and work year for up to 15 per school year. Where a school has a full or part-time position allocated to lead on inclusive practices (coach, coordinator, etc.), that person shall facilitate the team. At least 50% of the committee must be BTU members.
 - o The inclusion planning team will be charged with making recommendations to the School Site Council or Governing Board on the following:
 - Planning and Implementation, including:
 - Professional Development
 - Culture and mindset building

- Scheduling
- Staffing
- Communicating structures, relationship and protocols with school based SST/MTSS systems
- Reviewing the class composition and staffing models in the School
- The Inclusion Planning Team may select a representative to participate in the portions of the meeting that don't involve decisions on individual staff.
- Submitting recommendations to the annual meeting between the school team and district office team to review staffing for the upcoming school year.
- o The ILT and/or Inclusion Planning Team will provide ongoing maintenance/assessment of inclusive practices:
 - Assessing the successes and challenges
 - Soliciting and considering stakeholder voices and experiences
 - Advising the school leadership on gaps and needs in staffing and other resources
- **Support for Planning Teams:**
 - o The district shall create and maintain a handbook of processes, protocols, and templates, including guidance on class composition and appropriate staffing, as well as training opportunities to support school-based inclusion planning teams.

Academic Supports

- **Commitment**
 - o The district is committed to ensuring that all students have the needed academic support within the MTSS framework.
 - o The district shall maintain and publish an MTSS menu of supports updated no less than annually.
- **Supports for the Teacher of Record**

Teacher of record – The teacher of record for the purposes of the language below is defined as the classroom teacher who is assigned the student for each portion of the day. In an elementary school, this most often is a general education homeroom teacher.

In a secondary school, this most often refers to the subject matter teacher for each student period. This also refers to primary teachers in dual language and SEI classes. The language in the section does not refer to teachers of record who are working with students in substantially separate classes or teachers of record in day schools.

The teacher of record, in collaboration with other educators and service providers, is responsible for all outcomes of students in their class. For students with IEPs, the teacher of record will provide the appropriate instruction for core curriculum frameworks for all students.

The teacher of record is responsible for the general education curriculum and providing accommodations. The teacher of record will collaborate with special education teachers or related service providers to ensure that the requirements in students' IEPs are met, such as curricular modifications, behavior support and direct instruction along with related services.

Classrooms will be staffed to meet the requirements of students' IEPs. The parties recognize that dual/triple licensure will not be considered as a sole service delivery model and that models including at least two educators should be considered first to meet requirements in students' IEPs in the least restrictive environment. The parties recognize that an educator with a second license in special education or ESL does not extinguish the District's obligation to provide support from other educators that are required in students' IEPs and/or for the benefit of specialized instruction and ESL services. Teachers will comply with state and federal laws regarding confidential student information in raising concerns to their union. Should the union contend that necessary services are not being provided as required by the students' IEPs, then the union may elevate its concerns to the Inclusion Planning Team. Should the union contend that the concerns have not satisfactorily been resolved by the Inclusion Planning Team, the union may further elevate the concerns to the Inclusion Working Group whose disposition will be final, in writing and binding provided it conforms to the requirements in state and federal laws and regulations regarding special education and English language learners. The School Committee's Inclusion Working Group will meet at least 10 times over the course of the academic year to

review these concerns and have a response by the next meeting. The Inclusion Planning Team and the Inclusion Working Group shall not have access to confidential student information.

Common planning time for consultation and co-teaching is essential. On-going PD is also important.

BPS may create school-based or centrally deployed positions such as coach, specialist, facilitator, director or coordinator focused on supporting and implementing inclusion and building the MTSS framework at one or more schools. Where applicable, these may be members of the BTU teachers bargaining unit with pay and working conditions equivalent to an instructional coach. This person may facilitate the school's inclusion planning team.

- Where this is a hybrid role, non-leadership responsibilities shall be spent in direct service to students unless it is not a BTU position.
- Notwithstanding other provisions of this contract to the contrary the person holding this position, shall not serve as an evaluator for BTU members.

- BPS is committed to providing educators to provide academic interventions (e.g., resource teachers, ESL teachers, tier 2 interventionists, etc.) consistent with the needs of their students at their school
 - These educators will be responsible for providing academic services within the MTSS framework and will deliver services directly to students consistent with SST and IEP team recommendations. (*See allocation note below*)
 - The district will establish and maintain a phone number for Special Education that will provide an opportunity for anonymous reporting of special education concerns and/or violations.
- For a 1.0 teacher classroom where the teacher is using three licenses, two of which are special education and ESL, ESL services for EL students will be provided by an ESL teacher who is not the teacher of record, or Special Ed Services will be provided by a special ed teacher who is not the teacher of record, unless the teacher agrees and is provided a stipend of 45 minutes per day at the contractual hourly rate.

- When a student with an IEP transitions within the Boston Public Schools from elementary school to middle school or from middle school to high school, the receiving school will provide a person to meet with the sending school team when they are preparing IEPs.

Staff Training

- All staff must participate in professional development so that the entire district can move forward with a common understanding of how we are structuring special education services. This would include specialized training for Coordinators of Special Education, but also include all staff, school leaders, related service providers, school psychologists and special and general education teachers.
 - Schools are encouraged to use the additional time outlined in Article V E. 1. (a) 11. for purposes of professional development related to inclusion. The 10 hours outlined in Article V E. 1. (a) 11. may be extended to 12 hours for the purposes of inclusion training (similar to the DOJ ESL training). For the planning year and first year of implementation only, this time may be scheduled by the principal, *or* head of school - *but* that time must be contiguous with the work day or school year, and those hours may be conducted in person or virtually at the discretion of the school leader. For the school year 2022-2023, this time will be scheduled by the start of the school year, and the schedule must be approved by the majority of the educators impacted. For the 2023-2024 school year, the time will be scheduled by the end of the 2022-2023 school year and be approved by a vote of the majority of educators impacted. If the administrator and the faculty fail to agree on a professional development schedule, the twelve hours shall be added to the end of the school year. In any case where an educator's pro-rata rate is lower than the contractual hourly rate, the educator shall be paid at the contractual hourly rate for these hours.

Paraprofessionals shall be invited to participate in the professional development and may volunteer to do so and be compensated at their regular rate.

Planning Time

- We know that teacher planning and preparation is critical. Whenever possible, we will work to ensure that teachers of record and the teachers as defined in Article I H. have time to unit and lesson plan collaboratively, including for accommodations and modifications to ensure students have full access to the curriculum.

- At middle and high school level schools, teachers who volunteer to be liaison teachers will gather information and input from the other regular education teachers to bring to that meeting. They may use two of their administrative periods to perform this task.
- If practicable in the school schedule, teachers who meet the requirements for student IEPs, using both a general education or ESL license and special education license will be afforded one additional 48-minute period per week for special education paperwork, in addition to pre-existing contractual P&D and CPT time. If the period is not available, the teacher can be compensated for up to 48 minutes per week.

Allocation Note Regarding Allocation of Academic Interventionists

- These new academic interventionists (e.g. resource teacher, ESL teacher, coach, specialist, facilitator, director or coordinator, etc. focused on supporting and implementing inclusion and building the MTSS framework) would, to start with, be allocated to schools in a formula-based way that would factor in the number of students on IEPs, the number of English Language Learners and the Opportunity Index. In addition, reading scores and the intensity of IEP services will be considered. The parties recognize that dual/triple licensure will not be considered as a sole service delivery model and that models including at least two educators should be considered first to meet requirements in students' IEPs in the least restrictive environment and ESL services.

Inclusive Education Liaison

For school years 2022-2023 to 2026-2027, the parties will fund an Inclusive Education Liaison. The Liaison will play a critical role in implementing our shared vision of an inclusive district. The specific job description will be mutually agreed upon by the parties, but responsibilities will include:

- Promoting labor-management collaboration in support of the vision,
- Assisting BTU members with resolving challenges, questions, or concerns related to inclusive education and the provision of special education and ESL services.
- Serving on BPS committees or work groups related to the vision as appropriate.
- Documenting monthly progress reports to the Superintendents that highlight areas of strength and needs improvement related to implementation,
- Communicating educator concerns and feedback to the working group

- Attend School Committee meetings as needed to be available to answer questions

The Inclusive Education Liaison will be in a position represented by the BTU and will be given sufficient work space at the BPS central office to support collaboration with the BPS Office of Special Education. The liaison shall be chosen by the BTU and a designee of the Office of the Academics, provided the Superintendent approves the selection. The Liaison shall report to the President of the BTU and the Superintendent or their designee. The parties shall be responsible for the payment of 50% of such coordinator's salary which shall be the Group 1 salary plus 10%. The Superintendent shall designate an individual to evaluate the Liaison.

Inclusion Working Group

The School Committee will form an Inclusion Working Group to monitor the progress and implementation of inclusive education in the District. BTU will get no less than 50% of the seats on the working group to ensure that the many roles of the BTU educators are represented (e.g. special education teacher, paraprofessionals, varying grade levels, related service providers, COSE). The BTU President will appoint the BTU seats and decisions will be made by majority vote of the Inclusion Working Group. Should there be a tie vote, the school committee chair will be the tiebreaker. Votes will be announced in advance of the meeting and all members must be present for a vote. However, the chair of the School Committee reserves the right to allow the designation of alternates.

Class Size:

Amend Article V A. 1. (a) (p. 25) by replacing it with the following:

(a) The Committee and the Union recognize the desirability of achieving optimum teaching learning conditions by assuring workable class size. To this end the Committee recognizes that it is desirable to attempt to reach the following class size maxima:

- 12 pupils in industrial arts classes composed of special class students

To achieve these class size targets, the Committee and the Union agree that the following class size maxima shall be in effect:

- 20 pupils in industrial classes

- 35 pupils in physical education in the middle and the high schools
- 20 pupils in Sheltered English Immersion (SEI) classes, Bilingual Classes, and ESL classes.
- The lower of 25 pupils or the number indicated in the chart below in Sheltered English Immersion (SEI) classes, Bilingual Classes, and ESL classes in grades K2-12 with a paraprofessional.

In rooms with specific student stations (shops, typing rooms, laboratories) the number of pupils assigned to such rooms should not exceed the number of student stations available.

An appropriate number of regular teachers shall be hired to make possible the aforementioned class size maxima.

Class size for resource and substantially separate programs shall conform with Regulations published by the State Department of Elementary and Secondary Education.

The class size maxima during this Agreement shall be as follows:

	Column 1	Column 2	Column 3
Grade	Class size for schools with an overall student population as of October 1 with 6.5% or fewer students on IEPs	Class size for schools with an overall student population as of October 1 with more than 6.5% of students on IEPs	BPS will endeavor to have the following class size targets in schools with an overall student population as of October 1 with 25% or more of students on IEPs. The maximum will not exceed column 2.
K0	Not to exceed maximum in state regulations.	Not to exceed maximum in state regulations.	Not to exceed maximum in state regulations.
K1	22	20	Not to exceed maximum in state regulations.
K2, Grade 1 and 2	22	22	20

Grade 3-5	25	23	20
Grade 6-8	28	25	22
Grade 9-12	31	28	25
Resource Teacher Caseload*	25	25	25

- During the 2022-2023 School Year, the District will conduct a review to determine the feasibility of lowering the class sizes at the schools in Column 1. The findings will be shared with the BTU by the end of the 2022-2023 School Year.
- Effective 9/1/22 and continuing only through the end of this contract, teachers in Secondary Schools using both licenses cannot be responsible for the testing and related reports SSC for more than 13 students on IEPs. The Inclusion Work Group will examine this issue in the first year of its work and make recommendations to the Superintendent.
- No classroom will have more than 40% of the students of the class size maxima for grade level according to the chart above made up of students on IEPs and the number of students on IEPs will not exceed 50% of the total number of students enrolled in the class.
- Effective 9/1/22 and continuing only through the end of this contract for classrooms that have more than 30% of students on IEPs of the class size maxima for grade level according to the chart above, the classroom will be prioritized by the inclusion planning team. This can include testing support, behavioral consultations, para support, additional educator support and/or other supports as agreed by the teacher and the team. There will be the teacher of record and at least one of the following:
 - a .5 paraprofessional and/or
 - a .5 special education teacher who conducts testing and provides related reports and modifications as needed and/or
 - an additional educator who provides direct services support to students in the classroom and/or
 - appropriate educational solution *as agreed upon by the teacher and the team*

In addition, the district commits to further explore and potentially implement the other types of supports that may be needed for

classrooms with more than 30% of students on IEPs of the class size maxima for grade level according to the chart above.

- *For the 2022-2023 and 2023-2024 school years only, the caseload for a resource teacher should not exceed a school average of 25 students at one time per full time resource teacher. The inclusion Work Group (IWG) will examine and make future recommendations on workload and caseload for resource teachers. Recommendations will be made to the Superintendent on or before December 1, 2023 and the Superintendent will then determine the appropriate caseload and workload for resource teachers for the following school years.

Students who were in a school in the prior year will not be moved out of that school to meet class sizes in the above table:

- These class size maxima may be changed up to the previous class size sizes so that certain students may stay in their school. Two groups of students could be in this category:
 1. Students who have been newly identified with a disability
 2. Students who have had a change in services and need a new classroom assignment.

No new students from outside the existing schools can be placed in the classrooms above the new maxima to “backfill” those seats above the new class size maxima.

In the event the new maximum class size in the above table in column 2 is exceeded for students already in the school, the building administrator and the classroom teacher will discuss in good faith appropriate educational solutions. These might include the assignment of a Paraprofessional to assist the teacher, an additional resource room teacher, an additional ESL teacher, a reduction in the teacher’s non-teaching duties, etc. ensuring the teacher an overall average class size that is no more than 85% of the maximum, and similar measures. If no appropriate educational solution is agreed upon and provided within 30 school days, a stipend per additional student will be provided to the teacher as follows:

- Teachers who teach the same students for the entire day \$2,500 (indexed to rates and differentials) starting 9/1/23 /additional student/school year. If two teachers each teach the same group of students for alternating halves of the day, they split the stipend. If two teachers each teach the same group of students for a portion of the day, the stipend is prorated accordingly.

- Teachers who teach individual courses - \$500 (indexed to rates and differentials) starting 9/1/23 per additional student per school year. If a teacher teaches an individual course that is a double-length period, he/she receives \$1,000 per additional student per school year.

14. **Multiple Licenses:**

On Page 73, change:

9. Excessing

Where a position requires two licenses, and the incumbent does not possess the required licenses, that teacher may be excessed for the lack of holding the two licenses provided they are notified two (2) years in advance. They must be given two entire years after being noticed in writing, consistent with staffing timelines, to obtain the required licensure provided they demonstrate each year in writing in a process designated by the Office of Human Capital by January 15 that they are making “continuous progress,” as informed by the DESE guidance as of July 2022 and included below, toward meeting the requirements for licensure in the field in which the additional license is required. Teachers who have demonstrated progress who then have not obtained the license by the third July 31 after the following written notice will be excessed. In the second January following notice, they may apply to the Superintendent for an additional year if they can show they are still making continuous progress.

(Replace the chart with this:)

The parties agree that the definition of “Continuous Progress” shall be defined as follows:

Below are the ways in which an individual, or a district on behalf of the individual, may demonstrate continuous progress.

A teacher must complete at least one aspect of the licensure requirements for the role. This can include any of the following:

1. Passing a Massachusetts Test for Educator Licensure (MTEL)

2. Passing a subtest of an MTEL or one or more Performance Assessment for Leaders (PAL) tasks
3. Obtaining the SEI Endorsement requirement and approval
4. *Meeting a “coverage of...” competency through 10 Professional Development Points or 10 hours of mentored experience (see Competency Review Guide and Form)
 *These activities are only applicable to documenting progress for certain license applications where completion of a seminar is an option, and/or a competency review is specifically required. Licenses that may require a competency review include: General Science 1-6, History 1-6, Digital Literacy & Computer Sciences, Library, Moderate Disabilities, Severe Disabilities, Teacher of the Deaf and Hard-of-Hearing, Teacher of the Visually Impaired.
5. *Enrollment and progress in or completion of an MTEL preparation course or equivalent effort to deepen knowledge and/or skills aligned with MTEL test objectives (e.g., college course in the subject area, district-run sessions, etc.)
 *MTEL preparation will only be counted once as continuous progress if there isn't an attempt to pass the MTEL test related to the preparation.
6. Enrollment and progress in or completion of an approved preparation program
7. The assignment of a subject-matter expert/coach and the additional district support (e.g., release time or financial incentives) to provide at least 25 hours of content-specific coaching in the individual's classroom. This support is in addition to any standard induction and mentoring support provided to first-year educators. Documentation of this would include a letter from the district outlining the supports in place as well as a time log signed by the individual on the waiver and the assigned subject-matter expert/coach.
8. Additional MTEL or PAL attempts, even if unsuccessful as long as there are supports in place to improve performance moving forward

- Any educator with 25 or more years of service as of September 1, 2022, under a Massachusetts license or they received their teaching license before 1998, shall not be required to obtain an additional license.
- BPS will reimburse teachers up to \$3,000 during their employment with the BPS for the cost of obtaining another license required by BPS for the teacher’s position, including but not limited to those working under a waiver or emergency license. Teachers shall be reimbursed for the following expenses: MTEL prep courses from a provider on a list established by the Office of Human Capital, MTEL tests, graduate coursework, license fees and BPS Pathways Programs, provided that the teacher submits receipts to the Office of Human Capital within the fiscal year that the expenses were incurred.

15. **Adult Ed Educators.**

Adult Learning Center Educators will be included as a new Article V B. 14, renumbering subsequently, as follows:

Instructors at the Adult Learning Center are included in the teacher bargaining unit and shall be paid in accordance with the Teachers salary schedule rates, differentials, health and welfare benefits, etc., as set out in Article VIII of the Teachers contract.

16. **Teacher Performance Evaluation: 30 in 30 rule**

Replace the 5th paragraph of Article V F. 11 with: “The feedback must include notification in writing after any observation which causes the observer to believe that the educator’s performance may be less than proficient in any standard or overall. In such cases, the observation must be followed up by at least one observation of at least 30 minutes in duration within 30 school days.”

17. **COSE/EPS issue.**

Insert at the beginning of Article V B 8: “COSE workload and EPS shall be the subject of continuing negotiations.”

18. **Minimum staffing for some group(s)**

The Boston Public Schools will continue to maintain the district-wide ratios in effect as of September 6, 2022, through the 2023-24 school year which shall include at least following groups: School Psychologists, Guidance Counselors, Social Workers, Librarians.

19. **Hub Community Schools Coordinators**

Revise Article V B 9 as follows:

The Hub Community Schools Coordinators shall be paid in accordance with the following three Steps [insert existing pay rate adjusted for increases]:

Salary

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
77,010	80,339	83,817

The Coordinators will work 8 hours each school day and their work year will be 223 days. The work year shall include the 180 days that students are in school (the “school year”), and 43 days outside of the school year. The additional 43 days shall be scheduled collaboratively between the Coordinator and their supervisor.

The BTU and BPS will continue negotiations over contractual language, working conditions, and job descriptions for Hub Community Schools Coordinators.

The above pay rates are subject to the wage increases as outlined in the section 20 below.

20. **Wage Increase.**

Year 1: 2.5%, Year 2: 2.5%, Year 3: 2.5%

Plus 2% pay differential for inclusion, of this 2%, Year 1: .5%, Year 2: 1%, Year 3: .5%

All Boston Public Schools are inclusive. As the district moves towards creating the least restrictive environment for all students this may require a reconfiguration of educator responsibilities and obligations, all BTU contracts shall provide a 2% pay differential.

Effective Wage Rates: Year 1: 3%, Year 2: 3.5%, Year 3: 3% These rates to be indexed to all Salaries, Rates, Lanes, Differentials, etc.

21. **Timely work order response.**

Add new section 3 to Article VII D: “One BTU Building Representative at each school shall have access to view the dashboard, Asset Essentials, which will allow the representative to view and track status of work orders.”

22. **Athletic Coach pay equity move.**

Revise Article V B 6 (f) as follows: “The Coaches Committee will determine a rules-based way to add athletic coaches and/or athletic programming and make recommendations to the Senior Director of Athletics regarding those additions.”

Revise the sentence at the end of Article VIII G 2 as follows: “For SY2022-23 and 2023-24, BPS will allocate up to \$100,000 annually to adjust coaches’ salaries, in a manner to be determined by the Coaches Committee.”

23. Tuition reimbursement for ABAs.

Add new Article III K in the ABA Specialist contract and reletter subsequent sections:

K. Tuition Reimbursement

Starting 9/1/22, ABA Specialists who have completed at least one year of service shall be eligible for tuition reimbursement of up to \$500 per year for approved college or graduate courses. At three years of successful employment, ABA specialists will be eligible for tuition reimbursements of up to \$1,000 for approved college courses until they become eligible to receive their career award.

24. Contractual grievance process at autonomous schools.

Add new section X G: “Changing the grievance process in autonomous schools to that in the dispute resolution section of the BTU contract shall be the subject of continuing negotiations.”

25. Level 5 and HM Charter Schools

New Article III F and reletter subsequent sections:

F. Horace Mann Charter Schools and Level 5 Schools

Effective September 1, 2021, all teachers in Horace Mann Charter Schools who work at least the workday length of Schedule A schools shall have the schedule A rate of pay as their base pay.

BPS and the BTU agree to jointly approach the MA Department of Elementary and Secondary Education about increasing the rate of pay in Level 5 Schools.

26. Sick Leave for Cluster/Building Substitutes

Revise Article III B of the substitute contract to read:

“Starting 9/1/22, Long Term Substitutes shall receive prospectively one (1) day of sick leave for every twenty (20) days worked. Cluster/building substitutes shall begin each school year with 9 sick days deposited in their bank each September 1. Sick leave will be cumulative from year to

year, provided that the substitute teacher remains a bargaining unit member. Accumulated sick leave cannot be used while serving as a per diem substitute.

27. ABA PD Hours:

Add the following at the end of the second paragraph of Article III D: At least 12 of the Professional Development hours will be used for PD on Special Education and Inclusion during SY 22-23 and SY 23-24.

28. The District agrees to settle AAA-01-19-0004-2125 on a no precedent, no prejudice, no practice basis.

29. Paid Parental Leave

Any eligible member under the old paid parental leave language in the contract who did not take any parental leave and had a qualifying event from July 1 2021 to August 31 2022 are eligible now for parental leave under the new policy. For all other members this policy is Effective beginning 9/1/22:

Delete Maternity and Child Care Leave and the Parental Leave (Article VIII Q 5 sub sections h and i of the teacher contract) and replace with the following:

Any qualifying eligible members, employed a minimum of 12 months and who has paid status 1250 hours or the proportionate standard hours in the preceding 12-month period, shall be entitled to Paid Parental Leave, consistent with the City of Boston Paid Parental Leave and City of Boston Medical Leave Policy. The Office of Human Capital shall maintain a listing of proportionate standard hours by employee group and/or school. This list can be found in the appendix. Employees shall be eligible for up to 12 months of leave, of which 12 weeks is covered by the Paid Parental Leave benefit. For those members whose qualifying event occurs on or after 9/1/2022, the benefits include:

- 100% of base wages based on regular work hours for the first four weeks of leave;
- 75% of base wages on regular work hours for the following four weeks of leave; and
- 50% of base wages based on regular work hours for the following four weeks of leave.

Eligible employees who choose to do so may use accrued sick and/or personal time as a supplement to receive compensation up to 100% of base pay during any weeks that Paid Parental Leave alone provides less than 100% of pay and may use additional accrued sick and/or personal time for up to 12 months, inclusive of July and August.

Such paid parental leave shall run concurrent with the BPS Medical Leave Policy and any other applicable approved leaves of absence, including those covered by the Family and Medical Leave Act, the Massachusetts Parental Leave Act and/or the BTU contract.

In the event that a member is not eligible for paid leave under the Boston Paid Parental Leave or City of Boston Medical Leave Policy, the member shall be entitled to take a leave of up to 12 months for which accumulated unused sick leave may be used. In the event that the member does not have sufficient unused sick leave available, the leave may still be 12 months but it will be paid only to the extent that the member has unused sick leave, and the remainder will be unpaid.

Parental leave must be one or two continuous leave periods provided the two continuous periods of time combined total no more than 12 months.

Leave under this section must be taken within one year of the following events:

- The addition of a child under the age of 18 (or under age 23 with a disability) to the Employee's family through childbirth, surrogacy, adoption, foster care placement, or other legal status or placement;
- A stillbirth occurring 20 or more weeks into the pregnancy;
- The birth, adoption or foster care placement of multiple children at the same time constitutes only one event.

The policy does not apply in the case of adoption of a new spouse's children following marriage.

The Union waives its right to bargain over the City’s decision and any impacts associated with such decision to change or eliminate the Paid Parental Leave Policy. The City will provide thirty (30) days’ notice to the Union of any change to the parental leave policy.

These charts will be inserted in the appendix for the Paid Parental Leave Proportionate Standard Hours Eligibility

Employee Group	Daily Hours	Work Year (Actual Days worked)	Number of Days for Eligibility
Standard	8.00 (or more)	243	156
Teachers, Nurses, Guidance, Social Workers, Librarians, Psychologist and other members of the bargaining unit	7.00	183	117
Family Liaisons	8.00	215	138
Paraprofessional	6.17	183	117
Paraprofessional	6.67	183	117
Paraprofessional	6.84	183	117
Paraprofessional	7.00	183	117
Paraprofessional	7.25	183	117
Paraprofessional	8.00	183	117
ABA Specialist	7.50	190	122
ABA Specialist	7.50	215	138
Cluster Subs	7.00	183	117
Employee Group	Daily Hours	Total Hours in Work Year	Hourly Eligibility
Standard	8.00 (or more)	1944.00	1250
Teachers, Nurses, Guidance, Social Workers, Librarians, Psychologist and other members of the	7.00	1281.00	820

bargaining unit			
Family Liaisons	8.00	1720.00	1100
Paraprofessional	6.17	1129.11	723
Paraprofessional	6.67	1220.61	781
Paraprofessional	6.84	1251.72	801
Paraprofessional	7.00	1281.00	820
Paraprofessional	7.25	1326.75	849
Paraprofessional	8.00	1464.00	937
ABA Specialist	7.50	1425.00	912
ABA Specialist	7.50	1612.50	1032
Cluster Subs	7.00	1281.00	820

[Insert the above language on Paid Parental Leave in the other three agreements in the appropriate place.]

30. Group II

Remove all references to Group II, an obsolete salary category, as follows:

1. Work Year

Delete the following language on page 50 (Article V E. 2. (c)):

“(c) Group II Personnel

The work year for Group II personnel shall be up to three (3) days in excess of the regular teacher work year. Such days will be scheduled during the week before or after the regular teacher work year. Group I personnel who work in the same positions may also be scheduled up to three (3) days in excess of the regular teacher work year, during the week before or after the regular 2 teacher work year, in which case they shall be paid extra at their regular per diem rate.”

2. ELT Program

On page 54 (Article V E. 9. (F)), delete the words “Group I or Group II salary” from paragraph F.

3. Promotions

On page 75 (Article V I. 2. (c) and (d)), delete the following provisions:

“(c) Group II Lists Effective September 1, 1969, all future lists established for appointment to a Group II position will be by rating.

(d) Eligibility Any person in Group II who has served in the Boston School System through two (2) biennial ratings shall be eligible for any position above Group II.”

These deletions will necessitate re-lettering of paragraphs (e), (f), and (g).

4. Length of Service

On page 98 (Article VIII A. 4. (b)), delete the words “in Group I and Group II” from 4. (b). 3

5. Step Advancement

Also on page 98 (Article VIII A. 5 (a)), delete the following language as obsolete in the absence of Group II references:

(a) All persons serving in ranks listed in Group I, on maximum salary on August 31, 1997 shall be advanced to the maximum salary in Group I, on September 1, 1997 and on maximum salary August 31, 1998, shall be advanced to the maximum salary in Group I, on September 1, 1998. All persons on the maximum salary on September 1, 1998 shall be advanced to the maximum salary in Group I on September 1, 1999.

This deletion will necessitate re-lettering (b), (c), and (d).

On page 99 (Article VIII A. 5. (c)), delete the words “in Group I and Group II” from 5. (c) at the top of the page.

6. Lane Advancement

On page 102 (Article VIII D. 5. (a)), delete the words “for Group I and Group II” from 5. (a). The word “credit” should start with a capital as it then becomes the first word in the sentence due to this deletion.

7. Salary Schedule

On pages 103-104, delete the Group II Salary Schedule (Article VIII. E.) in its entirety.

8. Acting Positions

On page 104 (Article VIII. F. 1.), delete the words “in Groups I and II” from the two paragraphs of F. 1. 4

9. Teacher-in-Charge

On page 105 (Article VIII, F. 3), delete the words “in Groups I and II” from the first paragraph.

10. Career Awards

On page 112 (Article VIII N), delete the words “or upon reaching Group II”.

31. **Housekeeping**

The parties agree to meet for the purpose of identifying and deleting obsolete contract language. This work will be completed by or before September 1, 2023.

This Memorandum of Agreement is subject to ratification by the Boston Teachers Union and the approval of the School Committee of the City of Boston. It is also subject to the funding of cost items by the Boston City Council in accordance with G.L. c. 150E, §7(b). If the agreement is not ratified by the BTU or if it is not approved by the School Committee, or if the funding of the first year’s cost items is rejected by the City Council, it shall be returned to the parties for further bargaining.

Boston Public Schools

Boston Teachers Union

By: _____
Drew Echelson
Acting Superintendent

By: _____
Jessica Tang
President

Dated: _____, 2022

Dated: _____, 2022