



## **Acknowledgement of Working Conditions Agreement Academic Year 2016-2017**

**(Revised May 7, 2016 for new Hires, Revised January 16, 2016 for all staff, reviewed by the BGA Board of Trustees January 19, 2016)**

### **Introduction**

Boston Green Academy's mission states that:

*Boston Green Academy welcomes diverse students of all abilities, educates and empowers them to succeed in college and career, and prepares them to lead in the sustainability of our community and world.*

This mission cannot be accomplished unless our school recruits, hires, supports, and retains a talented and dedicated staff that shares these values. Our students and families deserve nothing less, and we are committed to creating a positive, supportive, and sustainable workplace. All staff, regardless of role, should share this commitment to providing our students with a safe learning environment that offers challenging and complex curriculum centered around our young people as environmental stewards. Together, we can create a school that is successful, innovative, and socially responsible.

The purpose of this document is to outline the working conditions for all employees of Boston Green Academy and to document the acknowledgement of these conditions by all at-will employees at our school.

### **Context**

Boston Green Academy is a Horace Mann charter school within the Boston Public Schools established under the terms of Massachusetts General Law Chapter 71, Section 89 as amended by Chapter 12, Section 7 of the Acts of 2010. Chartered by the Massachusetts Department of Elementary and Secondary Education, approved by the Boston School Committee, and governed by the Boston Green Academy's Board of Trustees, Boston Green Academy will use its autonomy and flexibility afforded by law and by its Memorandum of Understanding with the Boston Public Schools to serve as a model of increased student achievement and a laboratory for educational innovation.

Under the law and the terms of its charter, Boston Green Academy has the right to waive certain sections of collective bargaining agreements and work rules set by the Boston Public Schools. The school has the autonomy to determine the length of its school day and school year for both staff and students and to make alterations to define teaching and learning conditions in the school. With the exception of managerial employees, all staff are members of their respective collective bargaining units. Boston Green Academy, as required by law, will continue to negotiate in good faith with all unions in order to reach a Memorandum of Understanding (MOU) with each union that represents employees at our school. Because an

MOU with a union that represents employees at BGA has not been executed 30 days prior to the start of the school's operation (July 1, 2011), the school will operate under the terms of its charter with respect to such employees until an agreement is reached. The text of the charter (including proposed MOUs with collective bargaining units) is available on the websites of Boston Green Academy and the Massachusetts Department of Elementary and Secondary Education.

In addition, Boston Green Academy's mission guides all aspects of our work and all staff that choose to work at BGA agree to further that mission and uphold the values inherent within it. While all staff members have roles and job descriptions, all of us have a shared commitment to building a green school

### **The School Day**

For 2016-2017, the school day for students at Boston Green Academy will be 8:00AM-3:00PM four days a week (Monday, Tuesday, Thursday and Friday), and 8:00AM-12:00PM one day a week (Wednesday). The workday for all salaried staff, unless otherwise stipulated by the Headmaster, is 7:45AM to 3:30PM, Monday through Friday, except on Tuesdays when staff are required to stay until 4pm for Content Team meetings. Wednesday's workday includes required professional development from 12:30-3pm. Over the course of the school year, staff will be required to participate in approximately 170 hours of professional development (summer plus weekly meetings). All staff will receive Professional Development Points (PDPs) for the PD hours they attend, as verified by sign in sheets, at the conclusion of the school year.

Staff who are paid hourly, such as Community Coordinators and Paraprofessionals, have an 8 hour work day from 7:15am-3:15pm unless otherwise stipulated by the Headmaster. This schedule allows for a range of staff meetings and professional development sessions and for after-school help and activities every day for all students. Staggered or unusual schedules are possible but only with approval from the Headmaster.

In addition to the regular workday, all staff are required to attend a small number of evening events such as celebrations, exhibitions, family-teacher conferences, or other events. A detailed calendar of these events will be given to all staff in August 2015. However, they generally include:

- Back to School Night (September)
- Three evening Family Conference Events (October- Term 1, January- Term 2 and Spring- Term 3). These events may be held during the day if a special schedule is agreed to by the Leadership Team.
- The BGA Thanksgiving Dinner (November)
- All staff are required to attend BGA Graduation in June

Amendments to this schedule can be made with the approval of the Leadership Team provided that such action is taken and communicated to the full staff two weeks prior to the scheduled event. In addition, staff-organized field trips and co-curricular activities may require BGA staff to arrive earlier and/or to remain later than a typical school day. In these cases, all staff will be given reasonable advance notice. No additional compensation is offered for evening events, field trip chaperoning duties, or early morning activities of this sort, except in the case of employees whose wages are calculated hourly (i.e., Guild

members, Community Field Coordinators, and Paraprofessionals) or if a stipend is approved by the Headmaster.

### **Teaching, Duties and Stipends**

For 2016-2017, all teaching staff at Boston Green Academy are projected to teach four classes out of a six block schedule, plus Advisory (or equivalent in the Middle School), unless otherwise stipulated by the Headmaster. Each teacher for 2016-2017 will receive a tentative teaching schedule and room assignment by June 2016. Changes to course offerings or a teachers' schedule may be made by the Headmaster based on student need, in close consultation with faculty.

BGA's duty schedule is being revised for next year due to our expansion into the entire Taft Building. While the traditional BTU contract allows for the assignment of all teachers to an administrative period every day, BGA continues to invest in teachers by limiting their duties to allow for additional planning time. At BGA, all staff may have up to two duty periods per week. Duties may be removed for specific staff with approval from the Headmaster. Every effort will be made to assign these duties to non-teaching staff or those who are not teaching a full teaching load. All duties will be discussed with faculty before a plan is finalized.

BGA may offer stipends for additional work that are authorized by the Headmaster. A list of available stipends and the process for applying will be shared with all faculty prior to the start of each school year. The stipend application process will be included in the Faculty Handbook. All faculty will have an opportunity to review this process and offer input each year so that it can be improved.

### **The School Year**

The BPS school year for 2016-2017 is tentatively scheduled to begin on Tuesday, September 6, 2016 for staff. Students will tentatively report on Thursday, September 8, 2016 for the first day of school. There will be a minimum of 180 school days for students (185 are scheduled to account for possible snow days). BGA will follow the calendar of the Boston Public Schools, with the exception of staff professional development days and any other alterations to the school calendar approved by the Leadership Team and shared with the BGA community in August 2016. If the BPS calendar differs from what is assumed, the BGA calendar will be adjusted accordingly.

In addition to the 185 days for students, all staff are required to participate in the equivalent of two weeks of summer professional development. Specifically, this includes:

- Two full days (or equivalent) of content-team retreats to be scheduled in July or August. The team, with the approval of the Headmaster, chooses retreat dates. This applies to all content teams and the Student Support Team. All paraprofessionals and CFCs are exempt but may join voluntarily. These retreats are mandatory for all teaching staff.
- One full day (or equivalent) to be used individually by teachers to revise their BGA curriculum maps for the coming school year. Non-teaching staff are exempt. Revised maps are required to be shared by the start of the school year as evidence of completion of this work.
- Seven full days of all-staff professional development, which will include time for preparing classrooms and setting up for the year and one day devoted to Special Education-related topics. All-staff PD is tentatively scheduled to run from August

24-26 and August 29-September 1, 2016. All staff, including hourly employees, are required to attend all seven days of professional development.

- Staff who are joining BGA for the first time in 2016-2017 must also attend the “New to BGA” Orientation on Tuesday, August 23. New staff in teaching positions are also required to attend the Boston Debate League’s Evidence-Based Argumentation class week-long training from August 8-12, 2016 (the BDL is a school-wide partner and EBA is a school-wide practice). The course is offered for free, and attendees can receive graduate credits for a modest fee. Details will be sent to new hires when available.

All staff will then report for the start of the BPS school year on Tuesday, September 8<sup>th</sup> as usual. No additional compensation is provided for these required summer activities with the exception of hourly employees (paraprofessionals and CFCs) as listed above. If funding is available, staff may receive stipends for additional summer work (or the equivalent) in keeping with the job description for each stipend.

All hourly employees (including Paraprofessionals and Community Coordinators) work for 217 paid 8 hour days, which includes a 185 day school year, 25 paid days of vacation/holidays, plus 7 days of summer professional development as detailed above.

All managerial employees work the number of days required by their managerial tier (please see the Boston Public Schools Handbook for Managerial Employees for details). Unless otherwise exempted by the Headmaster, all BGA managerial employees (including Guild members) will return to work on Tuesday, August 2, 2016. A schedule for summer work for the Administrative Team will be shared prior to the end of school in June 2016.

### **Salary, Benefits, Seniority and Membership in Bargaining Unit**

All Boston Green Academy staff (non-Manual) are members of their respective bargaining units and will, per state statute, continue to accrue seniority as they would if they worked elsewhere in the Boston Public Schools. In addition, all staff will receive, at minimum, the same salary and benefits as other members of their bargaining units. Boston Green Academy may place staff at any salary levels above the minimum to honor prior service or experience. However, the Boston Public Schools and other BPS schools may not honor these increases above the minimum if a staff member leaves BGA.

### **Excessing**

All staff at Boston Green Academy who have permanent status in the Boston Public Schools may voluntarily and unilaterally excess themselves from Boston Green Academy by January 31 of a given year. Staff who wish to exercise this right must inform the Headmaster in writing on or before 3pm on Friday, January 29, 2016 if they are voluntarily requesting termination of their service at Boston Green Academy (see attached letter at the end of the AWC document). Similarly, Boston Green Academy may unilaterally excess any permanent or non-permanent staff member by January 31 of any given school year. In the event of such excessing, staff members with permanent status within their respective bargaining units will be placed on the BPS system-wide excess list, subject to the terms and procedures of their respective bargaining units.

### **Offer Letters and Acknowledgement of Working Conditions Forms**

Staff offered positions for the 2016-17 school year will have one week to accept or reject the school’s offer of employment. Acknowledgement of Working Conditions Agreements for the

2016-17 school year will be issued at the same time as Offer Letters and must be returned within one week of issuance to the Headmaster. Please see letters at the end of this AWC document.

### **Performance Evaluation**

Teachers, Administrators, and other Staff at Boston Green Academy will be evaluated using the tools and policies approved by the Board of Trustees of Boston Green Academy. At present, the Board of Trustees has agreed to use the Boston Public Schools evaluation process that is aligned with state regulations. These tools and policies will be shared with all staff prior to the start of their formal evaluation process every school year.

### **Dismissal**

All staff will be subject to dismissal from Boston Green Academy and the Boston Public Schools in accordance with existing law and regulations. All staff at Boston Green Academy are employed under positions for one academic year at a time.

### **Additional Responsibilities**

All terms of the job description for the undersigned employee can be found on file in the main office of Boston Green Academy and such terms are incorporated herein. In addition to their core functions at the school, all staff may have administrative duties and/or after-school responsibilities during the school day as required by the Headmaster, who will consult with all staff members regarding the equitable distribution of these duties. The Headmaster, at their discretion and on a case-by-case basis, may authorize stipends for co-curricular activities that require an intensive time commitment using the stipend process detailed in the Staff Handbook.

### **Policies and Procedures**

All staff will be required to abide by the policies and procedures outlined in the Boston Green Academy Staff Handbook. The Handbook will be shared with staff in August prior to the start of each school year and revised annually with input from faculty. The 2015-16 Faculty Handbook is currently being revised but the latest draft will be shared with all BGA staff prior to the distribution of Offer Letters and the AWC in January 2016. A final version will be provided to the faculty prior to the end of the school year after consultation with the Leadership Team.

### **Dispute Resolution**

Boston Green Academy's Board of Trustees and entire staff is committed to the successful resolution of disputes and has adopted a Dispute Resolution process for all staff to use when needed. This process is to be used for the resolution of all disputes at BGA and replaces the traditional grievance process in place at other BPS schools. This document is available on the BGA Google Drive and BGA Resources web sites. If you have any questions about it, please feel to contact the Headmaster or Faculty Representative to the Board. All BGA employees also have access to the BPS Office of Equity, in addition to the BGA Dispute Resolution Process, and all other processes provided for by law.

**Thank you again for all that you do for the students of Boston Green Academy. If you have any feedback on this document, please share it. We are committed to making sure our school is a fair, supportive and effective place for everyone.**



**ACCEPTANCE OF A POSITION AT BOSTON GREEN ACADEMY  
FOR 2016-2017**

**Signatures**

By signing this document, I **accept** the position offered to me for the 2016-2017 school year and acknowledge that I have read and understand all the provisions of this agreement, including the Dispute Resolution process, and that I agree to all its terms.

Name of Staff Member (printed): \_\_\_\_\_

Signature of Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by Boston Green Academy

By: Matthew Holzer, Headmaster

Signatures: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE RETURN THIS SIGNED FORM TO THE HEADMASTER WITHIN ONE  
WEEK OF RECEIPT**



**Notice to Decline the Offer of Employment  
Boston Green Academy  
2016-2017 School Year**

**PLEASE RETURN THIS FORM TO THE HEADMASTER  
WITHIN ONE WEEK OF RECEIPT**

Dear Headmaster,

I am writing to inform you that I am declining your offer of employment for the 2016-2017 school year at Boston Green Academy.

Sincerely,

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Name (printed)

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Signature

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Date