



## 2019-2020 Working Conditions Acknowledgement Form

08/21/2019

### **Boston Teachers Union Members employed at UP Academy Boston**

Above all else, UP Academy Boston believes that the employees of UP Academy Boston are professionals and deserve working conditions that reflect the professional nature of their jobs. UP Academy Boston believes that working conditions that support high levels of student achievement and working conditions that respect the professionalism of school employees are not mutually exclusive. UP Academy Boston is excited to operate a school with working conditions that attract highly motivated employees dedicated to the school's mission.

Per UP Academy Boston's draft Memorandum of Understanding with the Boston Teachers Union (BTU) collective bargaining unit and/or UP Education Network's work with the Massachusetts Department of Elementary and Secondary Education (DESE), the provisions in the BTU Contract that address working conditions for BTU members shall not apply to BTU members employed at UP Academy Boston. Rather, the 2019-2020 working conditions for all BTU members at UP Academy Boston are articulated below. BTU Members selected to work at UP Academy Boston are voluntarily electing to work at the school by signing this form.

Members of the teachers union employed at UP Academy Boston will be provided access to a laptop or desktop computer and a personalized email account, as well as other essential items and conditions that the Principal/Director of Operations believe will support their fulfillment of professional responsibilities at the school.

#### ***Terms of Employment***

##### *School Calendar*

The school calendar will include:

- Up to 185 school days for students;
- Up to 210 days for members of the teachers union, including school days and professional development and planning days;
- All federal and state holidays; and
- Winter break, February break, and April break.

BTU members are expected to report back to work for the 2019-20 school year according to the following criteria:

- August 5, 2019: All newly hired employees and all employees identified for additional support by Principal
- August 12, 2019: All other employees.
- Teachers with specific stipends may be asked to return earlier by school leadership

The final workday for employees will be on or around June 19, 2019, pending final approval of the 2019-20 school calendar. If possible, at least one month's notice will be given to employees before any change to the start and end of the school year.

The final 2019-20 calendar will be shared in the spring of 2019.

##### *Schedule for Employees and Students*

Except as noted below, the standard workday for employees during a school day will be nine hours. For the majority of employees, required hours will approximate 7:15am–4:15pm. While some individuals may be asked to work a different schedule to accommodate school programming, required hours will almost never exceed 45 hours per week. The only times during which working hours will exceed 45 hours a week are those weeks during which family-teacher conferences or other family events occur.

The schedule for the 2019-20 school year will be posted and available to employees. This schedule is subject to change prior to and during the school year.

The schedule will include regular preparatory time for all teachers every day and a 30-minute duty-free lunch for all employees every day. School leadership will protect this time whenever possible, although employees may occasionally be asked to perform some duties during this time, particularly for absent colleagues.

Except in rare circumstances, teachers will be expected to teach no more than 1300 minutes per week.

#### Whole-School Professional Development Schedule

All employees are expected to participate in Professional Development and Collaboration activities and staff meetings on Friday afternoons, unless otherwise directed by the Principal or Director of Operations. This does not include individualized professional development or coaching of employees.

Employees will be required to participate in professional development activities throughout the school year, including before and after the school day for students, and before or after the school year ends. Specifically:

- Up to 20 days of professional development and/or planning time before the school year begins, each up to eight hours in length;
- Up to 6 days of professional development and planning time after the school year begins, each up to eight hours in length; and
- Up to 2 days following the last day of school for students.

If possible, at least one week's notice will be given to employees before any required professional development activities.

#### **Professional Responsibilities**

In addition to traditional responsibilities, all UP Academy Boston employees are expected to be involved in a variety of educational and administrative activities that are necessary to fulfill the mission of UP Academy Boston. These activities may include, but are not limited to the following:

- Participation in three family conference sessions, including up to six evening sessions, during the school year;
- Participation in additional family events throughout the school year;
- Phone contact with families about students' academic progress, behavior, and attendance;
- Preparation of individual student weekly reports, Progress Reports, and Report Cards;
- Leading student extracurricular activities;
- Participation in staff recruitment and selection processes;

- Setting up and maintaining classroom/office spaces, bulletin boards, work walls, and other building-wide projects;
- Leading enrichment programming;
- Working regularly with school administrators to improve one’s instructional practices;
- Checking homework and inputting student data on a daily basis;
- Attendance at student-related meetings;
- Serving as an advisor to a small cohort of students; and
- Support of the school’s student recruitment, outreach, and enrollment activities.

Scheduling of School-wide Family Conferences

UP Academy Boston will hold 3 family conferences (up to 6 evening sessions) during the 2019-20 school year. These are tentatively scheduled and may be subject to change.

School-Wide Duty Expectations

During a typical Monday-Friday week, all employees are expected to perform additional duties that are necessary to fulfill the mission of UP Academy Boston. These duties may include, but are not limited to, the following:

- Student arrival and dismissal,
- Homeroom, student lunch, breaks, and/or Intervention block,
- Homework club, tutoring, and/or Focus, and
- Substitute coverage of classes and duties of others who are absent from school.

Sick and Personal Leave

The number of sick and personal days is determined by the Boston Teachers Union and is dependent on your role:

	<b>Teachers</b>	<b>Paraprofessionals</b>	<b>Cluster and Long Term Substitutes</b>
<b>Sick Days</b>	15 per year; access to a sick bank if needed	15 per year; access to a sick bank if needed	One day accrued for every 20 days worked
<b>Personal Days</b>	4 per year	2 per year	None

Employee Dress Code

Employees at UP Academy Boston are asked to dress professionally for a school setting. Please see your employee handbook for more details.

***Class Size and Caseload***

UP Academy Boston commits to ensuring a reasonable class size for students and teachers. Class sizes may be differentiated to support student learning and teacher development.

Except in rare circumstances, UP Academy Boston endeavors to maintain the following class sizes and caseloads once rosters stabilize around October 1<sup>st</sup>:

- **Core Subjects, Grades 5-8:** Class size not to exceed 30 students.
- **Encore Subjects** (art, music, physical education, theater, etc.): Class size not to exceed 35 students, due to inclusion of students typically educated in substantially separate settings.

- **English as a Second Language:** Caseload of English Language Learners (ELLs) and Former English Language Learners (FELLs) will vary by student need and by school program, but will not exceed 40 ELLs and 30 FELLs at any one time. UP Academy Boston will attempt to limit the number of ELLs at English Language Development (ELD) levels 1 and 2 in an ESL teacher's caseload to no more than 15. ESL-certified general educators may case manage ELLs at ELD levels 4 and 5; ESL-certified Special Education teachers may case manage ELLs with disabilities on their caseload regardless of their ELD levels.
- **Special Education Inclusion:** Caseload not to exceed 25 students at any one time unless one or more students only require related services (e.g. speech or occupational therapy) in which case caseload will not exceed 27 students.
- **Special Education Substantially Separate:** Class size not to exceed 12 students; when class size exceeds 8 students, a second adult will be present.
- **High School Placement Counselor:** Caseload not to exceed 180 students receiving high school placement services at any one time.
- **Related Services Providers (1.0 FTE)** (school psychologist, social worker, speech and language pathologist, etc.): Caseload not to exceed 45 students receiving services at any one time.

#### ***Paraprofessional-Specific Provisions***

All paraprofessionals (i.e.: Instructional Paraprofessionals, Behavior Interventionists/School Culture Specialists, Social-Emotional Learning Specialists, and 1:1 Aides) will be hourly employees. They will earn time-and-a-half for all hours over 8 they work with students in a given day. Paraprofessionals should not report hours beyond 9 in a given day unless they have been explicitly asked by their direct managers and/or the Principal/Director of Operations to work additional time.

*Instructional Paraprofessionals:* Instructional Paraprofessionals support classrooms or school culture needs and provide support to small groups of students. Paraprofessionals will occasionally be asked to provide classroom or duty coverage for absent colleagues; completion of this work will not result in additional compensation for paraprofessionals. Paraprofessionals will be expected to assist the school's operation team in special projects.

*Behavior Interventionists/School Culture Specialists:* These paraprofessionals primarily support school culture in collaboration with teachers and in small group support to students. While classroom coverage is not a core responsibility of Behavior Interventionists/School Culture Specialists, they may be asked to cover duties for absent colleagues.

*Social-Emotional Learning Specialists:* These paraprofessionals primarily support student social-emotional learning in collaboration with teachers and in small group support to students. While classroom coverage is not a core responsibility of Social-Emotional Learning Specialists, they may be asked to cover duties for absent colleagues.

*1:1Aides:* The 1:1 Aide is a paraprofessional with responsibility for a specific student, as described in the student's IEP. The 1:1 Aide's primary responsibility is to the specific student; therefore, classroom coverage is not a core responsibility of a 1:1 Aide. If the assigned student is absent, the 1:1 Aide can be asked to support other students, classrooms, and school-wide activities including classroom coverage.

#### ***Compensation***

UP Academy Boston has limited flexibility in determining its own salary scales for certain positions within their schools. If an employee's pay scale is determined by the schools (and UP Education



Network), said employee should be aware that they may transition to the same role at another school within the district and not necessarily be compensated at the same rate.

Stipends

You may have received a separate offer letter from UP Academy Boston that included additional compensation in the form of stipends. On occasion, you may have the opportunity to earn additional stipends in connection with your employment at UP Academy Boston for work above and beyond your regular role. The amount and terms of any stipend(s) will be set forth before the work commences in your offer letter and/or in an amended working conditions statement from UP Academy Boston.

**Performance Evaluation**

UP Academy Boston has the autonomy to use its own evaluation process that is separate and distinct from what is used in the district. The evaluation process has been submitted to the district and DESE for their review.

UP Academy Boston aims to provide ongoing feedback, coaching, and support to all employees. If and when an employee is not meeting the expectations of his or her job, UP Academy Boston may choose to place an employee on a Performance Improvement Plan. If and when an employee is placed on a Performance Improvement Plan, UP Academy Boston will involve appropriate employees of Boston Public Schools. If and when the Principal/Director of Operations and/or their designee has determined that an employee's performance is unsatisfactory, the school may terminate that individual's employment with UP Academy Boston.

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For purposes of the State Ethics Statute (Mass. Gen. Laws chapter 268A), this Working Conditions Acknowledgement Form and the offer letter from UP Academy Boston, as either may be amended from time to time, constitute a single "contract," as referenced in §7, §14 and §20 of the State Ethics Statute, in connection with your employment by UP Academy Boston.

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I understand that the provisions in the BTU Contract that address working conditions for BTU members shall not apply to BTU members employed at UP Academy Boston. I am voluntarily electing to work at the school under the above working conditions by signing this form.

Name of Employee: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

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