



Teacher Agreement between  
Gardner Pilot Academy  
And

---

(Teacher Name)  
Academic Year 2011-2012

BTU Contract Language

*...Pilot schools will operate with an average school-based per pupil budget, plus a start-up supplement, and will have greatly increased decision-making authority, including exemptions from all Union and School Committee work rules...*

*...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.*

*Employees shall work in Pilot Schools on a voluntary basis and may excess themselves at the end of any school year. No BTU member maybe laid off as a result of the existence of Pilot Schools.*

---

I, \_\_\_\_\_ (name of teacher), am voluntarily electing to work at the Gardner Pilot Academy. I am signing this Agreement to indicate I understand and agree to the following terms and conditions of my employment.

The Gardner is a Pilot School, under the Pilot Schools program described in the Collective Bargaining Agreement between the School Committee of the City of Boston and Boston Teachers Union (the "BTU Contract") and in the Pilot Schools Request for Proposals. Therefore, the terms and conditions of my employment at the Gardner will be different from those at other Boston Public Schools. Employees of Pilot Schools are to receive wages and benefits as they would at any other Boston Public School, as specified in Article VIII, Compensation and Benefits, of the BTU Contract for teachers. Other terms and conditions of employment will be determined by the Gardner rather than by the BTU Contract. While not attempting to be exhaustive, this Agreement states the more important terms and conditions of employment at the Gardner. These terms and conditions, may be subject to change from time to time as the governing body of the Gardner Pilot School may make changes to its program and schedule during the year, in consultation with the faculty, and with the approval of 2/3 vote of the Faculty.

The adult professional community should reflect the diversity of its student population to the maximum extent possible and should model the behavior and community that it wishes to inspire in its students.

***a. Salary, benefits, seniority and membership in bargaining unit.***

You will continue to accrue seniority as you would if you were working elsewhere in the Boston Public School ("BPS"). If you are hired as a teacher or para, you will receive the salary and benefits established in the BTU Contract, Article VIII. You will be a member of the appropriate Boston Teachers Union ("BTU") bargaining unit. (Note: No seniority accrues until and unless the teacher is made permanent, and

then seniority is retroactive.) Salaries and benefits for non-teaching positions are determined by the appropriate union and/or in agreement with the administration and documented in writing prior to the beginning of employment.

CFC's, Para-professionals and surround care paras are paid hourly and should see their individual job descriptions and contracts for yearly and daily requirements.

***b. Terms of employment.***

Your term of employment will be the 2010-2011 Gardner Pilot School year, which includes no more than 2 working days (1<sup>st</sup> day is for school-wide PD, 2<sup>nd</sup> day is teacher directed for classroom set up and curriculum planning) preceding the beginning of the school year, as specified in the BTU contract, for joint curriculum and planning sessions. New teachers (including new permanent teachers placed at GPA) are required to attend an additional three-five days of orientation during summer. If school days are cancelled during the school year, the Gardner's school year will be subject to extension in the same amount as the regular BPS school year is extended. Holidays will be the same as those specified in the BTU contract. Regularly scheduled working hours for full-time teachers will be 8:15 a.m. to 2:45 p.m. Monday through Friday.

As stated in the BTU contract, all teachers at the Gardner will be required to complete an additional 24 hours of professional development hours. Every teacher will complete these hours at the Gardner every Friday morning from 7:45-8:15 with PD continuing until 9:30 for all faculty for the 36 weeks of the school year (18 total hours). The additional 6 hours will be spent for team curriculum planning after-school (dates and times to be decided by the faculty with a 2/3rds vote taken in June).

All teachers at GPA are required to be highly qualified to teach ELL students (which requires the ESL license and category training). All classrooms at GPA are SEI inclusion with the range of ELD levels in each room (level 1-5). All new teachers to GPA (including new permanent teachers to GPA) are expected to be licensed in special education. In the event you have a child who qualifies for MCAS Alt it is required that you attend state trainings and complete the ALT portfolios.

Planning and development periods at the Gardner will be on a one-hour schedule. Planning time will be in accordance to the BTU contract (240 minutes per week).

Teachers will prepare an outline or syllabus which includes the learning objectives and expectations for their classroom. This should be shared at the fall parent orientation session (scheduled for 2 hours the first month of school).

Teachers will arrange for individual conferences after the first marking period for all students. Individual conferences will be held in the spring for children in jeopardy of retention, as indicated in the BTU contract. All faculty are required to meet with 100% of parents.

GPA is a full service school striving to meet the range of learners. All of our classrooms are shared space utilized in the mornings, afternoons and evenings for before, after and adult education. Each classroom must allow for space for multiple adults, services and events. In addition each closet in classrooms are dedicated to office space.

GPA holds regular evening/afternoon/community events to engage our parents and families. All faculty are required to attend at least half of these events each year.

Regularly scheduled working hours for full-time day-school paras is 6 hours per day Monday through Friday. Surround care para schedules will be determined per individual job description. All paras who work under the EEC license for after-school are required to attend mandatory EEC meetings.

***c. Excessing at end of the year***

Permanent teachers and paras, may unilaterally excess themselves from the Gardner before reassignment pool in March or April. In the event of such excessing, permanent teachers and paras will be placed on the system-wide excess list, subject to the terms and procedures in Part V. K of the BTU Contract. Staff are asked to inform the principal by January and in writing by February 15th.

***d. Dismissal***

You will be subject to dismissal from BPS in accordance with the BTU contract (Performance Evaluation) and existing state law. Additionally, the contract for provisional teachers is limited to one school year of employment.

***e. Responsibilities***

Every employee must be given a specific job description before the beginning of the school year.

All faculty members will be encouraged to participate in decision-making process of the school. All faculty are highly encouraged to run for open seats on the governing board with the goal of each faculty member serving at least once during a 5 year cycle. As an incentive to recruit new governing board members a yearly stipend will be provided to each faculty representative on the board. Specific board responsibilities are outlined in the governing board by-laws.

Every teacher, including governing board members, at the Gardner will serve on at least one committee (PD team, curriculum team, PBIS, ILT, wellness, FCO) in order to include teacher voice in decision making and to promote teacher leadership. Teachers in their first year at GPA are required to serve on the new teacher committee.

GPA believes strongly in staying on the forefront in best practices in education. All new faculty to GPA are expected to be knowledgeable in RTI, PBIS, full service schooling, F&P, Aims Web, data driven instruction, culturally relevant teaching, and NAEYC accreditation. If new faculty are unfamiliar with anything listed above, it is expected that they participate in training to become proficient prior to teaching at GPA. All faculty are expected to document and archive our curriculum using the Gardner Pilot Academy template. All teachers agree to scoring and inputting data into our internal data systems. Data is shared regularly and publicly with our staff, students and community.

Data driven instruction is an essential component of our school. All teachers are expected to regularly review their data, implement interventions and supports and progress monitor to guarantee academic progress of all students.

Grade level teams will meet for a minimum of 20 hours per year during out of school time hours with times to be decided by the grade level members in conjunction with our curriculum and assessment coordinator. The purpose of these meetings is for curriculum development and curriculum archiving.

All faculty are expected to demonstrate strong collaborative working skills. We are deeply committed to creating a professional learning community and regularly assess our progress towards this goal. Specific expectations for collaboration include learning walks, peer observations, and proficiency in technology (googledocs, gmail, email, Excel, word, powerpoint, data entry into our assessments systems), communication with your team over the summer and engage in team planning meetings twice a week.

All teachers are expected to utilize technology in the classroom.

All staff in the bargaining unit are granted an annual leave of fifteen days (15) without loss of pay, for absence caused by illness or injury (for additional details for leave of absence and personal leave see article VIII section q). GPA staff are required to notify the person in charge of substitute coordination and the covering teacher within your team in the event that he or she will not be able to attend work by calling no later than 6:00am. Advanced absences should be arranged by filling out the absence request form and submitted 2 weeks in advance. Upon absences, the daily plans must be emailed to the person in charge of absences and the person covering your classroom.

All paras are required to attend a joint planning and development session weekly for one hour. Paraprofessionals are welcome to join other committees but are not required by this agreement.

#### ***f. Dispute Resolution.***

##### **Work Rules**

A teacher/para having concerns about the school's work rules can use the following options:

1. The teacher/para should meet with the Pilot School principal to address concerns about the school's work rules and attempt to reach a resolution. In doing so, the teacher will have the opportunity to bring another BTU member to the meeting for support and advice. All meetings regarding disputes should be kept confidential by the principal. It is always advisable to document the results of such meetings.
2. If a meeting with the principal does not result in a satisfactory resolution, the teacher may choose to present the concern or complaint to the CO - Chairperson of the school's governing body. The governing body will have in place a process to hear the concern or complaint, either by a subcommittee of the governing body or through accessing outside mediation. The decision of the governing body in relation to the specific concern or complaint is final, unless appealed through Step three.
3. If the teacher/para is still not satisfied, he/she may appeal to the Superintendent and Boston Teachers Union president. No designees are permissible in this level of appeal. The decision of the Superintendent and BTU president is final.

##### **Equity Issues**

1. A teacher/para having concerns about equity issues at the school, regarding race, gender, religion, sexual orientation, or fairness - may choose to meet with the Pilot School Principal to address these issues and attempt to reach a resolution. In doing so, the teacher will have the opportunity to bring another BTU member to the meeting for support and advice. The Principal should keep all meetings strictly confidential.
2. Pilot School staff may bring concerns and equity disputes to the Equity Office of the Boston Public Schools. This office is charged with investigating the equity dispute and determining a resolution.
3. Pilot school staff may bring an equity dispute to the Massachusetts Commission Against Discrimination. This office is charged with investigating the equity dispute and determining a resolution.

While Pilot School faculty are not subject to Union and School Committee work rules, all faculty who are members of the BTU continue to be members of BTU bargaining unit.

#### ***g. Performance Evaluation***

The Gardner Pilot School will use the performance evaluation system, described in Part V. G of the BTU contract. Teachers will be evaluated yearly on an informal basis and formally every other year. Any staff

member can be evaluated at any time at the discretion of the principal. The teacher will maintain a copy of the Performance Evaluation Portfolio and the school will maintain another copy.

By signing this Agreement, I acknowledge that I have read all of the provisions of this Agreement and agree to all of its terms.

Dated:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Accepted:

Gardner Pilot Academy

By: \_\_\_\_\_