



## Guide for Election to Work Agreements

**Resources: Pilot Manual, April 2006, Pilot Guides, School Exemplars**

### New or Conversion Pilots

- ✓ The design proposal is a key resource for New or Conversion Pilots
- ✓ What's the vision and mission?
- ✓ How can the EWA reflect the vision and the mission?
- ✓ Did the design team outline specific criteria for the EWA?
- ✓ Is there an election to work agreement or guidelines in the proposal for staff work conditions?

### **TASKS and PROCESSES TO SET UP:**

- Establish board membership through staff and parent *elections*; community members *selections*
- Establish a process for developing the EWA with the faculty and school leader among governing board members:

### Existing Governing Boards

- ✓ Is there an existing EWA?
- ✓ What is the process for re-visiting the EWA and board approval?
- ✓ Who are the committee members?
- ✓ Does the EWA support the vision and mission of the school?
- ✓ Is compensation required? (for Boston only)
- ✓ How do they 'calibrate' any additional hours? Does that process work?
- ✓ Does the group anticipate major changes or just minor adjustments?

## **EWA Development Process**

- Keep equity at the heart of the work using data as much as possible to guide decision making.
- Set a timeline for the work. *See the Timeline Chart in Coaching for Governing Boards.*
- Start with the vision and mission. Identify the values and priorities the group want to reflect in the EWA.
- Identify categories of time: length of school day, professional development time, family meetings, staff retreats, summer work, other.
- Calibrate time within each category.
- Determine if the time is over the contract hours for staff.
- Develop the EWA language using the existing template AND other sample EWAs.
- Ensure ongoing communication with faculty and governing board members.
- Ensure a board approval process and date for approval; record the approval in board minutes.
- Ensure school-wide communication of the completed EWA.
- Remind school leaders that all staff sign the document by the end of the year.

## **Who is responsible for developing an Election to Work Agreement?**

The governing board of each Pilot school is responsible to:

- Ensure that the school has a written and approved dispute resolution process in place, that includes appeal to the BPS Superintendent and BTU President as a last resort
- Ensure that there is an annual written and approved election-to-work agreement that every BTU member signs prior to the beginning of each school year

## **What is an Election to Work Agreement?**

Every Pilot School must have in place an “election-to-work agreement” that details all work conditions that BTU employees will be expected to work under (see Appendix for sample template). Minimally, the election-to-work agreement should contain the following information, as outlined by the BTU contract:

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

BTU members who apply for positions at Pilot schools must receive this information at the time of their application. For new hires, this agreement must be signed at the time of hire (or at the minimum, a signature that the information was received). For returning BTU employees, the election-to-work agreement should be signed by the end of the preceding school year, so that these staff can decide whether to stay at the school or seek a position at another school for the coming school year.

All election-to-work agreements should include a dispute resolution process for BTU staff members that has been approved by the school’s governing body. This process should spell out a process for resolving disputes around work conditions, and replaces the grievance process within the BTU contract. The final step in all dispute resolution processes for every Pilot School should be a determination by the Superintendent and BTU President, with their decision being binding and final.

## **What are the timelines?**

### ***In BOSTON...***

The election-to-work agreement, which should include the teacher work year schedule (including length of work year, length of work day, professional development time in and out of school, and summer work) should be approved by the Governing Board and given to affected staff no later than January 15 of the previous school year. By a 66 2/3% vote, affected BTU Bargaining Unit staff may vote to override the proposed schedule, sending it back to the Governing Board for possible re-working. If a schedule for an upcoming school year has not been approved by February 15<sup>th</sup> the previous year’s schedule shall remain in place. Staff wishing to excess may do so on February 15<sup>th</sup>. If after the start of school year, the Governing Board of a pilot school wishes to change must be approved by a 66 2/3<sup>rd</sup> vote of the affected BTU Bargaining Unit staff.

## *Other Information You Should Know that Relates to Election-to-Work Agreements*

### *1. Compensation with BTU Article IIIe, Applies to Boston ONLY*

For all hours scheduled in excess of the BTU contracted teacher work day and year for their respective school levels (elementary, 6:30 per day; secondary 6:40 per day) of 183 days and 18 hours, BTU members will get paid at the contractual hourly rate as follows:

- In 2006/2007, excess hours up to 105 per school year shall not be compensated. Compensation for hours from 105-155 shall be paid by the school department. Compensation for hours beyond 155 shall be the responsibility of the individual pilot school.
- In 2007/2008, excess hours up to 100 per school year shall not be compensated. Compensation for hours from 100-150 shall be paid by the school department. Compensation for hours beyond 150 shall be the responsibility of the individual pilot school.
- In 2008/2009, excess hours up to 95 per school year shall not be compensated. Compensation for hours from 95-145 shall be paid by the school department. Compensation for hours beyond 145 shall be the responsibility of the individual pilot school.

All pay, regardless of the source of funding, will be annualized and retirement-worthy.

### *2. Performance Evaluations for BTU and BASAS Members*

Every Pilot School should have an approved, written process for performance evaluation of staff. This document should clearly articulate the process by which staff will be evaluated, how often they will be evaluated, the criteria by which they will be evaluated, and the support and professional development teachers can expect to receive. The document should also include the process by which the school will work with teachers that need improvement. Provisional teachers must be evaluated annually, while tenured teachers must be evaluated at least once every two years. Teacher evaluation policies may be unique to each Pilot School, as long as they meet or exceed the BPS approved teacher evaluation process.

Pilot schools are required to use the established performance evaluation forms for all employees other than principals (who are not BASAS members). A school may choose to supplement these evaluation forms with, for example, portfolios or other evidence of an employee's work, and are encouraged to do so. The original of all performance evaluations must be submitted to Human Resources so the forms can be included in employees' personnel files.

If there is indication that a teacher is going to receive an overall unsatisfactory evaluation, the Pilot School must use the BPS approved teacher evaluation form. This ensures that there will be adequate documentation in the event that the district moves to dismiss a teacher. Any teacher that is involuntarily excessed from a Pilot School must have documentation on a BPS approved teacher evaluation form of an overall satisfactory evaluation; otherwise, the Pilot School must retain the teacher the subsequent school year with the salary paid for from the Pilot School's budget.

### ***3. Excessing Staff***

Teachers in Pilot Schools must excess themselves by February 1 of a given school year. Pilot School principals and headmasters must excess teachers by February 1 of a given school year.

### ***4. Layoffs***

As per the Boston Teachers Union contract, "No BTU member may be laid off as a result of the existence of Pilot schools." Therefore, Pilot schools may be subject to bumping in the event of district layoffs. If a position is to be bumped by a BTU member, and there are other available positions in the district for the member to bump into, the BTU member must sign the Pilot school's election-to-work agreement in order to bump into the position, as it is considered a voluntary assignment. In the event that it is the only available position in the district for the BTU member to bump into, the BTU member may bump into the position without signing the election-to-work agreement. The district will strive to avoid this latter situation (involuntary assignment) if at all possible.

## *Election to Work Agreement Process: Timeline, Process*

|              | <i>October</i>  | <i>November</i>   | <i>December</i>   | <i>January 15 to February 15th</i>   |
|--------------|---|---|---|--|
| <b>TASKS</b> | <p>A Election to Work (EWA) committee and process timeline are established by the governing board. The committee members include the faculty reps of the board and the school leader(s). The BTU rep should also participate.</p> <p>At the first committee meeting:</p> <ol style="list-style-type: none"> <li>1. members review the timeline, process and develop norms for their work.</li> <li>2. for existing schools, the current EWA is reviewed; the committee has a general discussion of how the EWA has been working to date.</li> </ol> <p>At a second meeting, (for both new and conversion schools) the process starts with a "connection" conversation to the school vision/ mission. Key values and priorities are identified and documented in meeting minutes as drivers for the EWA.</p> | <p>The committee charts categories of work, time for each category, days in the week. A total calculation of time over the contract is determined based on this chart.</p> <p>The committee meets to draft a new document (for new schools) or edit the current document (for conversion schools) using the work and time chart. Typically, committees meet about 2 to 4 times to complete these steps in the process.</p> <p>Communication with staff is determined by the committee with process and content carefully outlined by the group.</p> <p>By the end of November, the committee meets to debrief communication with staff. Any adjustments based on staff feedback are made at this meeting.</p> | <p>By early December, final edits are agreed upon and documented in a final EWA.</p> <p>The committee presents the document to the full board for approval at the December board meeting.</p> | <p>By January 15<sup>th</sup> (in Boston only), the approved EWA is given to the full staff. Staff may vote to override the EWA with a 66 2/3% vote sending it back to the board for re-working. IF a schedule for the upcoming year is not approved by Feb. 15<sup>th</sup>, the current EWA remains in place.</p> <p>Teachers in Pilot Schools must excess themselves by February 1<sup>st</sup> of a given school year. Pilot School principals/ headmasters must excess staff by February 1<sup>st</sup> of a given school year.</p> |

