

**Memorandum of Agreement  
between the  
School Committee of the City of Boston  
and the  
Boston Teachers Union, AFT Massachusetts**

WHEREAS, the Boston Public Schools ("BPS") and the Boston Teachers Union ("BTU") have committed to working together to establish a thoughtful and collaborative Extended Learning Time ("ELT") program in the schools reflected on Schedule "A" annexed hereto and such other schools as may, from time to time, be added or deemed to have been added to Schedule "A"; and

WHEREAS, the parties' shared goal focuses on improving student learning and achievement by providing students with a wider variety of academic and enrichment options within their school day; and

WHEREAS, the parties also agree that in expanding instructional and student learning time, the quality of extended daily learning and teaching time is as important as the quantity thereof; and

WHEREAS, experience has shown that collaboration within the school community is the key to the parties' success in achieving a quality ELT program;

NOW THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to amend the terms of their current collective bargaining agreement as follows:

1. Article V.E. of the 2013-2016 collective bargaining agreement shall be amended by adding the following clause entitled "Extended Learning Time."

## **9. Extended Learning Time**

- (A) In addition to the current length of their respective days, effective September 1, 2015, all Schedule "A" schools shall increase their work day by forty (40) minutes per day for additional instructional time. The parties agree it is preferable that Tier 3 schools on Schedule "A" start as early as possible. To that end the school department shall use its best efforts to examine the transportation changes necessary to effectuate that goal. The school department shall periodically update BTU on its progress in achieving that goal but in any event shall notify BTU no later than January 15 of the starting student time for all Schedule "A" schools. BPS reserves the right to make changes and adjust start times on an as needed basis and will notify the BTU immediately of said changes. BPS agrees to give educators the ability to excess themselves in the event of a change within two weeks of notification. The parties agree that schools should think creatively about extended learning time and utilize the time to increase students' access to academic interventions, instructional support, and enrichment learning opportunities such as drama, the arts, engineering/coding, physical education, and foreign languages. Schools are encouraged to be thoughtful about using the extended time to support the students' learning needs, and encouraged to use the time to enrich our students' lives with high-quality, rigorous learning activities. The parties agree that this ELT Agreement shall be phased in over a period of three (3) years, beginning with Phase I, twenty (20) schools in SY 2015/16. The schools for Phase I, SY 2015/16, shall be agreed upon by the parties on or before January 30, 2015. The schools for Phase II, SY 2016/17, shall be agreed upon by the parties on or before January 15, 2016. The remaining Schedule "A" schools, Phase III, shall be phased in at the start of SY 2017/18. The school department and the union shall collaborate in identifying the schools designated for implementation in all three phases and shall also collaborate and cooperate in efforts to adjust bus schedules to effectuate the purposes of this agreement.
- (B) The principal/headmaster, in concert with the faculty, and school site council, shall plan how this time shall be allocated and worked into the weekly schedule. Faculty chosen by the staff in the building shall meet with the Instructional Leadership Team and the building administrator three times per year to assess, review, and change, if decided, how the extended time shall be allocated.
- (C) Teachers shall be accorded a block of forty (40) consecutive minutes of teacher directed planning and collaboration time within the regular work day, as extended by paragraph 9(A) above. Specialists in Schedule "A" schools can use 6 of the 18 hours of professional development, afforded under Article V.E.1(a).7 of the 2013-2016 collective bargaining agreement (CBA), to meet with other specialists in Schedule "A" schools or with school-based grade level and/or content area teams. When and if possible, schools are encouraged to schedule accordingly to allow specialists to meet in school-based teams. Teachers not afforded the block of 40 consecutive minutes, in violation of this clause, shall be paid 1/5 of the per diem substitute teacher rate. Each Schedule "A" school that has implemented extended learning time shall have a designated budget for educational resources, materials,

supplies, and other relevant purchases for the support of extended learning time. The value of the budget at each school will be the equivalent of \$200 per full time teacher. The use of these funds will be teacher directed and teacher determined through a process developed by the Joint Task Force identified in paragraph 9(J) below. These budgets will be drawn from funds to be raised collaboratively by the BTU, City of Boston, and BPS for this purpose. Any changes to the continuation of this funding beyond the first school year (i.e. SY 2015-2016), and in subsequent years, will be based on mutual consent of the President of the Boston Teachers Union and the Superintendent of the Boston Public Schools.

- (D) In SY 2014-2015 the School Department shall allocate one third of \$400,000 to be distributed among the Phase I Schedule "A" schools with an allocation prorated by the number of students in each Phase I Schedule "A" school. In SY 2015-16 the School Department shall allocate one third of \$400,000 to be distributed among the Phase II Schedule "A" schools, prorated by the number of students in Phase II Schedule "A" schools. In SY 2016/17 the remaining one third of the allocated \$400,000 shall distributed among the Phase III schools, prorated by the number of students in Phase III Schedule "A" schools. The apportioned money shall be used to support the planning and implementation of the extended school day before the respective school year begins.

The School Site Council at each school shall approve a plan for directing these funds, including stipends for participants and shall select the teachers and paraprofessionals chosen to receive the funds. All plans shall be reviewed by the network superintendent and approved by the Joint Task Force listed in paragraph J below.

Beginning in the summer before SY 2015-2016 the School Department shall implement trainings in the effective facilitation of professional learning and use of collaborative time. The Joint Task Force charged with overseeing the implementation of this Agreement shall review and approve the content and format of the training.

Beginning in SY 2015-2016, teachers selected by the School Site Council shall be eligible to receive a stipend of one thousand dollars (\$1000) per work year and shall be responsible for planning and facilitating the teacher collaboration time for the work year. It is the parties' intention that the number of educators eligible to receive the stipend shall be chosen on a ratio of one (1) for every five (5) teachers in the school. In addition to the one-time allocation of \$400,000 described above, and not in lieu thereof, the school department shall allocate, annually, funds sufficient to enable schools that have begun implementing the extended learning time called for in this agreement to pay the stipends described in this paragraph to teachers selected by their School Site Council. The payment of these stipends shall continue from year to year in a Schedule "A" school once it has begun an extended learning time schedule and funding for it is not a one-time allocation.

Teachers trained in these practices and receiving the stipend shall not be required to facilitate other collaborative structures, but may do so at the employee's discretion.

(E) The Joint Task Force charged with overseeing the implementation of this Agreement shall review and approve the content and format of the training.

1. This Agreement shall not apply on the date of its execution to any school designated as of December 4, 2014 as a Horace Mann Charter School, a Turnaround School (Level 4), a Level 5 School, a Pilot School, an Innovation School, schools currently operating an Extended Learning Time Program, or such others as are shown on Schedule "B" subject, however, to paragraphs E4 and E5 below. The schools exempted from this Agreement as of the date this Agreement first takes effect are reflected on Schedule "B" annexed hereto.

2. Nothing in this Agreement is intended to the faculty of a Schedule "A" school from voting to accept Pilot or Innovation School status, or from being designated a Horace Mann Charter School, nor does this Agreement interfere with the right of the Commissioner of Education to designate a current Schedule "A" school a Level 4 or a Level 5 School in accordance with the regulations promulgated by the Department of Elementary and Secondary Education. The hours added to the teacher work day by the terms of this Agreement and the compensation payable for those hours shall be deemed the normal teacher work day and any hours added thereto, whether by the terms of a subsequently adopted RFP, Election to Work Agreement or Innovation Plan shall be compensated in accordance with the following schedule:

Hours 0 to 120      Contract hourly rate for the first 96 hours  
(new baseline):

Hours 121 to 215:      Uncompensated

Hours 216 to 265:      Paid by Pilot or Innovation School as  
determined by the Applicable Pilot, RFP  
or Innovation Plan

3. In all Schedule "A" schools, the new baseline schedule for that school shall be that described in this Agreement.

4. The parties agree that the JRC award governing Turnaround Schools remains operative for the life of the current collective bargaining agreement (or any extensions or renewals thereof). Any

current Schedule "A" school that becomes designated a Turnaround School hereafter shall remain subject to the additional 190 hours stated therein, except that the first 120 hours added to the teacher day by reason of this agreement (40 minutes/day x 180 days) shall count towards satisfaction of the 190 additional hours called for in the Joint Resolution Committee ("JRC") award and shall be compensated at the rate specified in this agreement. The hours, if any, worked in excess of 120 shall be compensated at the JRC hourly rate of \$21.58.

5. Any school exempt from this agreement as of December 4, 2014 shall become subject to its terms as a Schedule "A" school immediately following a change in its status as listed on Schedule "B" and prior to its assuming a status different from that shown on Schedule "B" such that the regular work day for staff therein and compensation for the extended instructional time shall be the same as if it were a Schedule "A" school prior to any further change in its status or designation.
6. All Schedule "A" schools shall adopt their upcoming year's schedule by June 15 of the preceding school year. All current Schedule "A" schools, and those schools becoming a Schedule "A" school hereafter shall have their schedule of 18 hours of professional development created and approved in accordance with Article VE1(a)(8)-(10) of the 2010-2013 collective bargaining agreement.
7. All staff assigned to a Schedule "A" school will work the extended day, except that itinerant staff shall work the extended day only on the day(s) they are assigned to a Schedule "A" school, with pay prorated as appropriate.
8. Itinerant staff who work in Schedule "A" schools shall be given their schedule for a given school year on or before August 15.
9. All paraprofessionals in Schedule "A" schools shall work the extended day.
10. Disagreements over the scheduling of staff, including itinerants and paraprofessionals, shall be resolved by September 30 of a given school year by a panel of three individuals, one chosen by the BTU, one by the Superintendent, and a third jointly designated by the parties. The decision of the panel shall be reduced to writing and is final.

- (F) Staff compensation shall be codified on a new pay grid, hereinafter known as the "Schedule 'A' Pay Grid. Every step and lane shall be \$4,464.02 higher than the applicable Group I or Group II salary schedule effective September 1, 2015. The parties agree that this compensation shall be deemed a part of each employee's base pay for their newly established workday under the collective bargaining agreement. It shall be subject to retirement deductions and shall be included in the calculation of a day's pay for sick leave and severance pay purposes. If a faculty member leaves a Schedule "A" school and moves to a Schedule B school, his or her pay shall revert to the non Schedule "A" pay grid.
- (G) All Schedule "A" schools shall have the option of having teacher planning and development time increased by seven (7) minutes each day, five days per week, or having a block of 35 additional minutes per week. Exercise of the option shall be by vote of the School Site Council taken in June.
- (H) In the event of a conflict between the terms of this agreement concerning ELT any future RFP, Election to Work Agreement or governing document for a school hereafter adopting Pilot School or Innovation School status, or between this agreement and the charter of any school hereafter chartered as a Horace Mann Charter School or between the terms of this agreement and proposed Turnaround Plan of a Schedule "A" school designated hereafter as a Level 4 or Level 5 School, the terms of this agreement shall prevail
- (I) Disputes over the interpretation or application of this agreement shall be resolved in accordance with the expedited arbitration procedures of the collective bargaining agreement..
- (J) There shall be a seven (7) member Joint Task Force created to oversee the implementation of this ELT agreement, three members designated by the superintendent, three members designated by the president of the BTU and a seventh member selected jointly by the parties hereto.

2. The following attachments are incorporated into this Agreement:

- a. Schedule "A" (School List as of the date of the signing of this Agreement)
- b. Schedule "B" (Exempt School list as of the date of the signing of this Agreement)

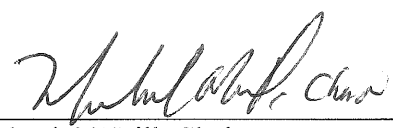
3. This agreement is tentative and must be executed no later than January 5, 2015. Thereafter, its terms shall be subject to ratification by the School Committee of the City of Boston and the membership of the Boston Teachers Union. For School Year 2014-2015 this Agreement is also subject to appropriation by the Boston City Council.

For the Boston Teachers Union  
AFT Massachusetts  
By its duly authorized representative

\_\_\_\_\_  
Richard Stutman, President

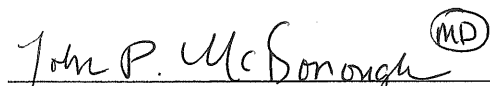
Date: \_\_\_\_\_

By the School Committee of the  
City of Boston  
By its duly authorized representative

  
\_\_\_\_\_  
Michael O'Neill, Chair

Date: 1/5/15 - subject to  
full BSC ratification

For the Boston Public Schools  
By its duly authorized representative

  
\_\_\_\_\_  
John McDonough, Superintendent

Date: 1/5/15

#### Attachments

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## Schedule "A" Schools

Adams  
Alighieri Montessori  
Bates  
Beethoven  
Bradley  
Carter  
Chittick  
Condon  
Conley  
Curley  
Edison  
Ellis  
Everett  
Grew (until August 31, 2017)  
Guild  
Hale  
Harvard Kent  
Hennigan  
Hernandez  
Higginson  
Higginson Lewis  
Holmes  
Horace Mann K-8  
Hurley  
Jackson/Mann  
Kennedy PJ  
Kenny  
Kilmer  
King  
Lee  
Lyon  
Manning  
Mather  
McKay  
Mendell  
Middle School Academy  
Mozart  
Murphy  
O'Donnell  
Ohrenberger  
Otis  
Perkins  
Perry  
Philbrick  
Quincy  
Rogers  
Roosevelt



Russell  
Shaw PA  
Sumner  
Taylor  
Tobin  
Tynan  
Warren Prescott  
Winship

## Schedule "B" Schools

Another Course to College  
Baldwin Early Learning Academy`  
Blackstone  
Boston Adult Tech Academy  
Boston Arts Academy  
Boston Comm Leadership Academy  
Boston Day and Evening Academy  
Boston Green Academy  
Boston International High  
Boston Latin Academy  
Boston Latin School  
Boston Teachers Union  
Brighton High  
Burke High  
Channing  
Charlestown High  
Clap Innovation  
Community Academy  
Community Academy Sci & Health  
Dearborn  
Dever  
Dorchester Academy  
Dudley Street Neighborhood  
East Boston EEC  
East Boston High  
Edwards  
Eliot  
Ellison Parks  
English High  
Excel High  
Fenway High  
Frederick  
Gardner  
Greater Egleston  
Greenwood E.  
Greenwood S.  
Grew (effective September 1, 2007)  
Haley  
Hayes  
Haynes  
Henderson  
Horace Mann 9-12

Irving  
Kennedy Health  
Kennedy JF  
Lee Academy  
Lyndon  
Madison  
Mason  
Mattahunt  
McCormack  
McKinley Elem  
McKinley Middle  
McKinley Prep  
McKinley South End  
Mildred Avenue  
Mission Hill  
Muniz Academy  
New Mission  
O'Bryant  
Orchard Gardens  
Quincy Upper  
Snowden International  
TechBoston Academy  
Timilty  
Trotter  
Umana  
UP Boston  
UP Dorchester Academy  
UP Holland  
Urban Science Academy  
West Roxbury Academy  
West Zone ELC  
Winthrop  
Young Achievers