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BOSTON TEACHERS UNION, LOCAL 66, AFT
180 Mount Vernon Street
Boston, Massachusetts 02125

Non-Profit Org.
U.S. Postage
PAID
Boston, MA
Permit No. 52088

Boston Union Teacher

The Award-Winning Newspaper of the Boston Teachers Union

AFT Local 66, AFL-CIO • Democracy in Education • Volume XLIV, Number 1 • September, 2011



Mary Glynn won an award from the American Federation of Teachers Communications Network for this photo taken at a rally at Court Street.

Expectations and Evaluations

By Patrick Connolly, BTU Executive Vice President

As the start of school approaches, teachers and students both await the commencement of a new school year with a sense of anticipation and anxiety. New principals, headmasters, colleagues and classes await many teachers. The closings of multiple schools have forced many teachers and paraprofessionals to change assignments and grade levels. For teachers new to the school, there will be an evaluation by November 15th. While the evaluation process may be familiar to most, working with a different administrator can lead to a feeling of uncertainty.



Patrick Connolly
BTU Executive
Vice President

Both new and veteran teachers can benefit from a set of expectations and goals that are well defined. If there is any confusion, a teacher should seek clarity from the administrator. It is not wise to work on an assumption that may prove to be unfounded. Communication is key. Performance that may have been rated as "Meets Standards" by one administrator may not bring the same rating from another administrator.

The faculty at Turnaround Schools will be evaluated differently from faculty at other Boston schools. In these schools evidence of student learning will also influence the ratings of teachers. This process will begin in the upcoming school year and will encompass all Boston Public Schools in the 2012-2013 school year. There will also be four ratings: Exemplary, Proficient, Needs Improvement, and Unsatisfactory as opposed to two ratings. Other changes in the evaluation process will likely occur as contract negotiations continue between the BTU and the BPS.

In the past several years there has been an increase in the number of teachers who have received evaluations rated "Does Not Meet Standards" in the BPS. Many of these have occurred when a teacher has changed position or a new administrator has arrived at the building. If a teacher receives such an evaluation he or she should immediately contact their Field Representative. Timelines need to be met and positive action is needed to

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A Welcome Back Message from the BTU President

By Richard Stutman

Welcome back. We hope you've all had a restful and enjoyable summer. Today each school will set aside a 30-minute block of time to go over some of the material in the September edition of the *Boston Union Teacher*. We negotiated this block of time eight years ago because we felt it important that your building representative have time set aside at the start of each school year to disseminate certain important information concerning the role of the union, your salary and benefit package, and this year, the status of negotiations.

Much of the information we have provided in the newspaper explains your benefit package, working conditions, and how to take full advantage of both. Those of you who are new or relatively new to the BTU should find the information quite useful as you begin your career. The rest of you will find bits and pieces that interest you. We encourage each of you to review this newspaper thoroughly at your leisure. We cannot overstate the need for all staff, and in particular new staff, to understand our basic rights and benefits. Of course, there's a lot to digest and you will not digest it all today, but please keep this guide handy as a reference. We have accumulated our rights and benefits over many years, and we will continue to work hard - with your help - to maintain them. As of today, we are working on an expired contract, and while the 2006-2010 contract remains in full force while we negotiate a new collective bargaining agreement, we have a lot at stake as we work to finish this bargaining.

As the school year begins, we wish **Dr. Carol Johnson** well as she begins her fifth year as su-

perintendent. Dr. Johnson faces a daunting task, though not unlike one that faces all other urban superintendents, chief among them, how to manage a large school system with diverse needs and fairly limited resources. We look forward to working with her, as equal partners, as we tackle the system's problems together. While there will be some predictable friction between the BTU and School De-



Richard Stutman
BTU President

partment this season as we negotiate over some tough issues, both parties will maintain a cordial relationship as we work jointly to improve our schools. The negotiating package we have submitted to the school department can be found at http://www.btu.org/sites/default/files/btu_cb_package_6-28-2010.pdf. Simply, and with equal determination to accomplish all, the key issues for the BTU are improving teaching and learning conditions to help close the achievement gap, improving school climate, enhancing our professionalism and providing growth opportunities for our members, maintaining our benefits, and obtaining a fair salary increase for our members. We'll discuss all of the above and answer your questions at the first-ever BTU town meeting to be held on Wednesday evening, September

21, at 7:00 pm. We'll make it easy for all of our 10,000 members to participate in this discussion, and will send out complete details shortly.

This will not be a year without controversy. In addition to our ongoing negotiations, a number of other issues stand ready to

make their mark. An immediate problem both parties face is the integration into our collective bargaining agree-

We have accumulated our rights and benefits over many years, and we will continue to work hard - with your help - to maintain them. As of today, we are working on an expired contract, and while the 2006-2010 contract remains in full force while we negotiate a new collective bargaining agreement, we have a lot at stake as we work to finish this bargaining.

ment of new State DESE performance evaluation regulations that were adopted on June 28. (See <http://aftma.net/wp-content/uploads/2010/12/Ed-Eval-Regulations-Adopted-6-28-111.pdf>.) We have met off and on throughout the summer and hope to complete negotiations on this particular issue shortly. The regulations are complex and are supposed to take effect in our 12 Level 4 schools this September and all other schools in September 2012.

Another issue - the expansion of Boston-based state charter schools - also has vast implications for our school system and our students. Current Boston charters drain approximately \$65 Million in revenue from city schools each year, and with the addition of ten additional Boston-based state charters, the dol-

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What is the Boston Teachers Union?...

Who, What, When, Where...

The Boston Teachers Union is the exclusive collective bargaining agent for the school system's 7,000 teachers, other non-administrative, professional employees, paraprofessionals, and substitute teachers. We also represent 2,600 retirees.

What are the BTU's primary responsibilities?

- Negotiate and enforce the contract
- Provide the best education we can for the system's 65,000 students
- Work with the school community to insure our schools are as good as they can be
- Represent the membership in all matters related to their professional work
 - Answer job-related questions and assist in any job-related matter, i.e., help our members navigate through the Court Street bureaucracy
- Promote public education
- Promote the growth of our profession
- Work politically through COPE to elect pro-public education, pro-union candidates
 - COPE or the Committee on Political Education is by federal and state law a separate entity within the BTU devoted to supporting candidates who support public education and who otherwise favor our positions on a variety of work-related issues.

The BTU is affiliated with:

- American Federation of Teachers (AFT)
- AFL-CIO, Mass AFL-CIO
- AFT-Massachusetts (formerly called the Massachusetts Federation of Teachers)
- Greater Boston Labor Council (GBLC)

How to get in contact with the BTU:

- Visit office at 180 Mt. Vernon Street, Dorchester
 - Business Hours, 8-5, all workdays, except legal holidays
- Call 617-288-2000
- Log onto www.btu.org
- Email staff and officers; for an index, please see <http://www.btu.org/topnavbar/officercommitteeindex.html>

How to join the BTU's 8,700-member list serve:

- Go to <http://www.btu.org>, upper left (beige) is sign-up box. The list serve is used only for the dissemination of the weekly BTU e-Bulletin. The list is not used for any other purpose including, business, political or personal. The list is fully protected and will not be used for ANY other purpose.

What is the leadership structure of the BTU?

All policy is set by the **membership** at its regularly scheduled monthly membership meetings on the 2nd Wednesday* of each month at 4:00 at union headquarters. All members are welcome to attend. (Subject to change with notice because of scheduling problems.)

The BTU's policy board is its **Executive Board**, served by 12 members elected at large every two years. Executive Board members are listed below.

Serving as a direct link between the union office and the membership are elected BTU Building Representatives from every building and program in the city. BTU Building Rep.'s are elected each year to service the members at each school site and act as the liaisons between the union office and our membership in our schools.

BTU Executive Board

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Robert P. Carroll
Allison Doherty-Lacasse
Cheryl L. Kelly
Michael J. Maguire
James "Timo" Philip
Jessica Tang
Mary Ann Urban
Garret Virchick
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—Richard Stutman,
BTU President

A Welcome Back Message from the BTU President...

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lar loss is expected to rise to \$110 Million yearly by 2014.

Aside from the harmful financial implications, some charters provide a disservice to all of us as they continue to cherry pick their students. Unfortunately, the state has only encouraged more of the same bad practice.

All ten new Boston charters proposed were easily approved last winter by the state (some will open this year, the rest next September), though one, a second Edward Brooke Charter School, gathered some opposition because of the high attrition rate of its parent organization, the Edward Brooke Charter School, located in Roslindale. Why the opposition? The parent Brooke charter 'evicts' its students at an alarming rate. Its student population hovers drops from approximately 65 students on average in Grades K to three to 18 students in grade eight. Little wonder there was concern about their dropout rate. Unfortunately the concern wasn't sufficient to dissuade the state from approving the Brooke spin-off proposal. What's more, the current Edward Brooke charter school serves a population virtually devoid of Limited English Proficient students, at an incidence of 0.2% to the city's 30.3%, and of very few IEP students, 7.3% to the city's 19.4%.

The Charter School expansion – and the resultant loss of dollars and students from our schools – led to school closings last year, and will predictably lead to more school closings this year or next. Even after we complete negotiations, we will

have a full plate of issues to deal with.

The BTU's job is to keep you informed and protect your interests while we work to improve our schools. It is a job we will do well and a job we continually try to improve. The 'we' are 'you.' We are a democratic organization, and we pride ourselves on having an open decision-making process. We meet once per month, on the second Wednesday at Bayside Mall (see www.btu.org). We hope to see you at an upcoming meeting. We also send out weekly email bulletins. To sign up for our list serve, if you haven't already, please log onto our home page and sign in at the beige box, upper left. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential.

Lastly, the BTU does much more than negotiate and enforce your contract. We sponsor a host of activities, professional as well as social, to help bring people together. We also sponsor a homework helper program in each of the city's 25 libraries. Each evening any of the city's libraries is open, the BTU provides a teacher to help any child with his or her homework. We initiated the program six years ago, and today are proud to be co-sponsors of this terrific activity along with the mayor's office and the school department. For more information, please contact bchaney863@aol.com.

A few other events we sponsor:

- A New Member Orientation with dinner at the BTU. Once a date is confirmed, new members will receive an invi-

tation.

- A series of social parties and charitable events open to all BTU members and a holiday party for our children and grandchildren. These are a lot of fun and are very well attended, with (free) food, music, and a (cash) bar. The first event of the year, a Welcome Back party, which will benefit the American Cancer Society, is on Friday, September 16, from 3 to 8 p.m., at the BTU. We also host a holiday party for adults in mid-December and a children's holiday party (with games and a storyteller) sometime during the December vacation, and the increasingly popular BTU-Celtics night(s) in mid-winter (TBA). We look forward to meeting you, working with you, and socializing with you during the course of this school year.

A couple of bookkeeping items:

- Get to know your BTU Building Representative(s) at your school. They are a great source of information as well as a liaison to the BTU office. Oftentimes your building representative will be able to answer your questions easily and quickly. You can always call the BTU or stop by as well. We have seven full time officers and staff available to assist you; email contact information and cell phone numbers are available here at <http://www.btu.org/contact-us>. Our 12-member Executive Board, elected at large every two years, sets policy for our organization. Their names and assignments can be found at <http://www.btu.org/member-resources/btu-officers-and-committees>.

- If you are a new member, please fill out a membership application card, which you can obtain from your building rep. To disseminate information quickly, we rely heavily on our email list-serve, which currently has 8,800+ members signed up. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential. Sign-up instructions are found on our home page in the beige box on the upper left.

- The email list-serve, along with our monthly newspaper, the *Boston Union Teacher*, are the primary sources of information that comes out of the BTU office. We use both to keep you informed about a variety of topics. To receive the newspaper, as well as other periodic mailing, you need to fill out a membership card, as described above. The *Boston Union Teacher* welcomes contributions from all members, and articles can be submitted to our BTU co-editors, **Michael Maguire** at mmaguire@btu.org, or **Garret Virchick** at gvirchick@btu.org.

Again, we hope you have a good, rewarding year. The BTU is deeply committed to fulfilling its mission to represent our interests and improve our standard of living, to improve our schools, and to raise the standards of our profession. We will accomplish these worthy goals by working together. We offer you our best regards, and please let us know how we can help you. The BTU is your organization and your union. We welcome your involvement, and hope you take advantage of what we have to offer.

Why Filing a Class Size Grievance is Important and How it is Done?



Data shows that the lower the class sizes the better when it comes to meeting student's needs. As soon as class size maxima have been exceeded in your class, file the information immediately with the BTU directly on the btu.org website. Refer to the grade and type of class you teach (elementary, middle, high, regular ed., SPED, gym, SEI, etc.) in the BTU contract on pages 39 – 40 to determine the appropriate number for your respective class. You should file a class size grievance once the number of children reporting to your class is in excess of the contractual maxima - it can't just be the number on your class list, the students must have physically attended school at least once and then not have been officially discharged.

Only in special cases are additional students able to remain in the class thus exceeding the maxima as negotiated. The contract states; "In elementary schools where there is only one regular education class in a grade level, the School Department may exceed the class size maxima by one or two students. For one student over the class size maxima the teacher will receive \$1,500 and for two students \$3,000." The contract continues; "In secondary schools where there is a singular regular education course offering, the School Department may exceed the class size maxima by one or two students. For one student in excess, the teacher will receive \$300 per class and for two students, \$600 per class." For example, in a secondary school if there is only one physics class offered, this portion of the contract could kick in. This cannot be employed where and when it suits the administration except within the narrow parameters outlined above. Under no circumstances can this passage of the contract be implemented with special education classes. As it states in the collective bargaining agreement; "Class size for program prototypes 502.2, 502.3, and 502.4 shall conform with Regulations published by the State Department of Education." It is illegal to increase SPED class sizes. There is an arbitration award that the BTU obtained which states that even if these narrow parameters exist, the teacher thus affected has a right to

decline said stipend and instead may insist on the standard class size being enforced.

Filing the class size grievance puts pressure on the BPS to deal with the issue as quickly as possible or compensate the teacher for this contract violation. Money is a motivator for them to solve the problem. The teacher only gets credit from the day they file the grievance until the day it is resolved if it exceeds 15 school days. Let's focus on children with the smallest class size possible. We fought for it – let's maintain it.

What are the requirements for a syllabus?

The syllabus can be an effective tool for the teacher, student, administration, and parents to all be on the same page, so to speak. The School Department and the BTU have

negotiated the parameters and timeline requirements for this document, however there is no one specific format required by the BPS. The management/labor contract dictates; "In September of each year all teachers shall prepare a brief outline or syllabus (one to three pages) which includes: the student learning objectives for the year; the curriculum materials they plan to cover; and any student learning products or projects which students are expected to produce during the school year. This outline may be supplemented with information about the amount of time students are expected to spend on homework; student attendance requirements; what students are expected to bring to class (or not to bring to class); and any other information that the teacher deems appropriate to help parents understand to help parents understand what is expected of students. Teachers shall not be required to repeat any information which is distributed by the school to all parents, e.g. code of discipline, homework policy, school handbook." You might be surprised to read that the BPS/BTU contract states; "Two copies of this outline or syllabus shall be given to parents at the first parent teacher meeting of the school year. One copy must be signed by the parent and returned to the teacher indicat-

ing the parent's understanding of the curriculum and expectations and agreeing to cooperate with the teacher in meeting the educational objectives set for the year. Parents who do not attend the meeting shall have copies mailed to them by the principal at School Department expense with a stamped return envelope to return the signed copy to the school."

I've always found it helpful to include on the syllabus the phrase, "Individual parent teacher conferences shall be held at a time that is mutually agreed upon by the parent and the teacher either in person or by phone." This paraphrases language in the contract and communicates a willingness to meet by appointment with the consent of both parties. A syllabus is meant to be an overview, an outline – not a tomb. Some administrators are also requesting 'curriculum maps' and the like which an expansion of this outline. If they are requiring more than what has been detailed above as contractually negotiated, then the administration should provide additional administrative time to do so. If the administration is not willing to do so, perhaps they should reflect on their priorities. We need to focus on doing what we do well to best meet the children's needs. That necessitates prioritizing our time effectively – collectively. Together we can!

Health Insurance – when do new teachers sign up, when can we change our plans, what if someone gets rehired or returns from an unpaid leave...?

City of Boston Employees join health plans by contacting the Health Benefits and Insurance Division (Group Insurance) located on the 8th floor of Boston City Hall, telephone 617 635-4570. New hires have 60 calendar days from the time they are hired in order to sign up for health insurance. Provisional or permanent teachers, who were laid off and then recalled/rehired, must contact Group Insurance within 60 days of being

rehired from lay off in order to reenroll. Some people assume that because they have their job back, the insurance is automatically reinstated – this is not the case. These deadlines are hard and fast. Open enrollment is the window of time when you can change your type of health insurance plan, or sign up for the first time if you've missed another deadline. This period is held annually for 5 weeks in April and the first week of May. Those wanting to partake in open reenrollment must contact Group Health Insurance at City Hall. If a teacher takes a leave of absence and decides to let their insurance lapse during their leave, they must sign up to reinstate their health insurance during the spring open-enrollment period prior to their return in the fall. They will have to pay premiums out of pocket beginning on July 1 - September 1 after which time; deductions will be taken from their paychecks. Their insurance will take effect July 1 as a result. During the year if a teacher gets married/divorced, has a baby, or the spouse who carried the health insurance for the BPS teacher loses their job, then the BPS teacher has 30 calendar days to notify and submit proof to Group Insurance of this event in order to qualify for the change to be made in their health insurance coverage.

United we stand – divided we beg. Let's stand together! BTUnity!

Expectations and Evaluations...

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deal with the prescriptions in the evaluations. There are peer assistants available for individuals who are having evaluation issues.

Perhaps the single biggest error many individuals make is to think that they can turn the evaluation around by themselves. It is often too easy to misread or misunderstand what the administrator is saying in the description of the problem or the prescription. For that reason, it is important to seek out someone to review the evaluation. Once the evaluation process begins it seems to pick up momentum on its own and this can lead to an unpleasant outcome for the teacher. Planning and preparation are probably the best way to avoid this situation.

All teachers should familiarize themselves with the contractual aspects of the evaluation process. There are specific timelines and guidelines that must be met. Teachers should also review the appropriate circulars from the Superintendent's Office. This information is readily available. Make use of it.

This summer, the BTU ran a week long institute dealing with evaluation issues. Teachers who were having difficulty worked with a group of BTU Mentors. The purpose was to closely look at their evaluations and prescriptions in order to improve their performance. It started as a small step that the BTU is taking to help individuals meet the issues that were causing them problems. I admire and respect the individuals who identified themselves as needing some assistance. That took personal courage. I was also very proud of the Mentors who worked with them in dealing with their evaluations. This is a first step that hopefully will continue throughout the school year. The BTU is looking to plan more workshops to deal with issues around classroom performance and delivery of services to students.

As the school year begins there are many questions and issues that arise for new and veteran teachers. I wish all teachers and students a successful and productive year. If I can be of assistance, please contact me at pconnolly@btu.org.

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Office	617-288-2000
Health & Welfare	617-288-0500
AFT Massachusetts	617-423-3342
Function Office	617-288-3322
Lounge Office	617-288-3322
Vision Center	617-288-5540
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Boston Union Teacher

Published by the Boston Teachers Union AFT Local 66, AFL-CIO

The Boston Union Teacher is published eleven times a year September - July, inclusive.

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EDITORIAL NOTE:

The opinions expressed in the *Boston Union Teacher* do not necessarily represent the views of the Boston Teachers Union, or those of its members.

WHEN WRITING:

All correspondence to the *Boston Union Teacher* must be typewritten and include the author's name and school or department if not school-based.

All articles must be appropriate to the publication, and in good taste.

Letters to the Editor should be sent to letters@btu.org

DEADLINE:

The deadline for submitting articles for the next issue of the *Boston Union Teacher* is September 16th. All copy should be e-mailed to gvirchick@btu.org and mmaguire@btu.org. This deadline will be strictly adhered to.

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How Long (Days, Hours, PD) is the School Year?

... And how the time is broken down and compensated?

By Richard Stutman, BTU President

Please review the below to understand the length of your school year, the conditions under which you must receive additional compensation for additional work, and so on. As always, call the union office if you have any questions.)

Traditional Schools

School Year, 18 Hours, Extra Time, etc.

The school year is divided up into a few components:

The first two days of the school year are broken down as follows:

Day 1 – Tuesday, September 6th

- First half hour devoted to administrative meeting
- Rest of day dedicated to teacher-directed organizing and preparation of classroom, i.e., the teacher 'owns' the time for room & class preparation

Day 2 – Wednesday, September 7th

- First half hour dedicated to BTU Building Rep-run union meeting
- Rest of day dedicated to administrative PD.

The 180 schools days when class is in session

January 3rd – All day Professional Day

- Can be converted to six hours
- Each staff by a majority vote* (secret ballot, five days notice, run by the BTU Building Rep.) can convert January 3rd to 6 hours. The vote includes the length of the meetings and the dates of the meetings, 6 hours in all. This vote should have been taken last June, but can be re-voted this September (by the 15th) if more than 25% of the staff is new to the building. The faculty alone has control over the decision to convert this day.

(* By the way, all votes run by the BTU Building Rep. should be run the same way: secret ballot with five days' notice to staff; the election to be run by the Building Rep. without the principal present.)

1. 18 hours of professional development

The 18 hours, too, is subject to a faculty vote, as above. However, the vote is for the scheduling only—not the content. The scheduling includes the length of meetings and the dates of the meetings, 18 hours total. The administrator has to agree on the schedule and in effect has veto power over it. The faculty, too, has to approve the 18-hour schedule by majority vote and has in effect has veto power.

In sum, the staff votes whether to convert January 3rd or not, and then depending on the January 3rd vote, on the scheduling of either the 18 hrs. (without the conversion) or the 24 hours (with the conversion). The principal/headmaster has no say on the conversion per se of the January 3 day, but has to agree on the scheduling of the 18 hours.

For all of the above (18 hours, January 3, and September 7, the professional development content belongs exclusively to the building administrator and **participants get PDP-certificates for their attendance for all of the PD time required.**

Common Questions

What if you are absent on a day when a portion of the 18 hours are scheduled?

- If you are on legitimate leave (bereavement, sick, personal, etc.) and you miss a day when there is scheduled a 2-hour-or-less professional development meeting, you do **not** have to make up the time.
- If you are on legitimate leave (bereavement, sick, personal, etc.) and you miss a day when there is scheduled a meeting that is longer than 2 hours, you **do** have to make up the time. The scheduling of the make-up of the time is a mutual agreed-upon endeavor.
- If you are in school and have to leave during the day of a scheduled PD meeting of any duration, you owe the time.

How long is the length of the school day?

- Teachers in elementary schools have to be present in school for 6:30 each day. Teachers in secondary schools work 6:40 per day. We all know most teachers work well beyond those hours in all schools, not to mention daily time spent at home and on weekends. We are referring here specifically to on-the-clock, 'bell-to-bell', mandated hours.

What if your administrator schedules a 40-hour math (etc.) workshop?

Anything over either the 24 hours (with the conversion) or the 18 hours (without) as mentioned above is voluntary, no matter how worthy and valuable. *If principals really need to require more hours*, they have within their discretion to require and compensate (some or all) staff up to 10 additional hours of professional development. The compensation for the additional 10 hours is at the *real* hourly rate you earn.

Pilot Schools and Horace Mann Charters

Pilot schools create their own schedules subject to the below:

Pilot school teachers and paraprofessionals can be forced to work additional time, either in hours or days. But there is compensation for some of those additional hours. Here's a short description of what constitutes extra time in a pilot school, how to calculate it, and how the additional compensation will look.

Additional Hours: Here's an explanation of how to calculate additional hours in a pilot school: To understand this, we first have to look at the traditional school schedule. The school day is defined as 6:30 for elementary teachers and 6:40 for secondary teachers. If you are given a :30-minute break in the middle of the day for lunch, or time-off for whatever, that time counts as part of the school day.

The length of the traditional school year is 180 school days as defined above. There are 3 (2 this year, 2011-2012) additional non-student days: the Tuesday and the Wednesday after Labor Day, and the day after the Winter/December break. These three non-student days, however, are 6-hour days, not 6:30- or 6:40-days. In addition to the '180' plus the '3', there are 18 hours of professional development time and 4 hours of parental contact time. This is a total of 1,210 hours for elementary teachers and 1,240 hours for secondary

teachers. There are **no** other days or hours required, whether during the school year, in the summer, or whenever. All time required above and beyond what is defined in this paragraph is considered *additional* time and would contribute to the limits, which, if exceeded, require compensation. If you have any questions on this calculation, please call the BTU office.

All hours beyond the normal school day/year in excess of 95 will be compensated, so it is important to confirm the actual numbers of hours required. The first 50 hours in excess of 95 will be compensated by the city; all hours beyond those will be compensated by the individual school.

The compensation for time above and beyond the hours detailed above will be at the contractual hourly rate (\$41.03 as of 9/1/11) and will be retirement-worthy.

Extended Learning Schools – Umana, Edwards, Timilty

In 2011-12, all teachers (and other covered employees) in these schools can be *asked* to work up to three hours per day at the contractual hourly rate for an extended day. Provisional teachers, as a condition of their employment, can be required to work these hours. Permanent teachers cannot be required to do so. Teachers at the Timilty additionally fall under the Project Promise provisions of the BTU contract. All pay at each school is retirement worthy and is hour for hour at the contractual at \$41.03, subject to a new rate's being negotiated under the ongoing collective bargaining processes. Otherwise, these schools all follow the Traditional School schedule (above).

Boston Arts Academy is also an Extended Learning Time school, in addition to its being a pilot.

Turnaround & Transformational Schools

For the 2011-2012 school year, in addition to any of the above found under the Traditional School schedule, all teachers (nurses, etc.) in the following schools – **Agassiz, Blackstone, Burke, Dearborn, Dever, E Greenwood, English HS Commonwealth Pilot, Harbor Pilot, Holland, Kennedy, Orchard Gardens Pilot, and the Trotter** – will work an additional (compared to traditional schools) 190 hours of overtime, broken down as follows: 100 hours of PD, and 90 hours (:30 per school day for 180 hours for instruction). The 190 hours will be compensated at \$4,100, will be annualized (paid over 26 paychecks) and will be retirement worthy. A few points about the \$4,100 compensation: it's short money, and the BTU will be challenging it. Please keep the following in mind: The BTU has no quarrel with the amount of hours, and we agree that the extension of the school day is generally a good idea. But we do want to be fairly compensated. The \$4,100 does not meet the standard of fair compensation.

In addition to the \$4,100, there is an additional pot of money per school that can be divided up amongst staff equally if certain achievement goals are met. More on this as the year develops.

Any questions on any of the above, please call the BTU office at 617-288-2000.

Write for the Boston Union Teacher

The *Boston Union Teacher* is the award-winning newspaper of the Boston Teachers Union. Last year we won four awards from the American Federation of Teachers Communicators Network. Special thanks is due the Editorial Board and the members who submit articles and photographs. The editors are committed to maintaining the quality of our publication and with your help it will remain one of the best union teacher journals in the country.

The *Boston Union Teacher* strives to keep our membership informed of impor-

tant issues facing our members, their families, and the parents and teachers we serve on a daily basis. It is our goal to promote active participation in our union and the labor movement as a whole.

Our union is a diverse union. We have members just starting their professional life and members who have been serving the families and students of Boston for over 40 years. Our members come from all races and nationalities, reflecting the diversity of the students we teach. It is important that all these voices are heard

on the pages of the *Boston Union Teacher*.

There are many ways you can contribute to the *Boston Union Teacher*. Sharing best practices, commenting on educational issues affecting our community, addressing issues important to the labor movement, reviewing books or popular culture, photo essays or artwork, or writing a letter to the editor are just some of the ways you can add to the quality of our publication.

Submissions to the paper should be done electronically through e-mail. The

newspaper is published every month of the school year and one issue over the summer. Deadlines for submissions are the 2nd Wednesday of the month for publication in the following month. To submit something for publication please email either **Garret Virchick** (gvirchick@btu.org) or **Michael Maguire** (mmaguire@btu.org).

We hope you have a successful 2011-2012 school year.

– Michael Maguire and Garret Virchick, Co-editors

School Site Councils – Shared Decision Making – Use It!

by **Caren Carew**
BTU Secondary Field Representative

While all schools in Massachusetts are mandated to have School Site Councils (SSC) composed of parents, teachers, and the principal – it is only an advisory body to the principal. In contrast, the Boston Public Schools treats SCC as a shared decision making body with actual authority and responsibility for their schools. School Based Management/Shared Decision Making (SBM/SDM) is the process that School Site Councils use to engage the school community in the planning and implementation of school improvement efforts.

The role of the SSC, as established in the Contract between the Boston School Committee and the BTU, is to manage all matters that relate to the operation of the school, including: priority & objective setting; development of a WISP; design & scheduling of instructional program & curriculum; budgeting & fund raising aligned with school's academic goals; purchasing & disbursement of discretionary funds; space utilization; hiring of new staff & 2nd & 3rd year provisional's; staff assignment including teaching & non teaching duties; parent-teacher relations & functions; solicitation & use of outside professionals & social service resources; setting reasonable dress codes; any other matter relating to the operation of the school; on high school level review of student handbook.

The SSC also can adopt waiver proposals which must then be brought to a vote & approved by a specified threshold of

BTU staff as well as then be approved by the SSC Steering Committee. These waivers can include decisions which are contrary to the contract rules, regulations and policies of the School Committee and the Superintendent. There are very specific things that may and may not be waived and there is a very specific process in which things that are able to be waived may be waived. Please refer to the official BPS SSC Manual and the BTU contract for more info. The SSC has a very specific role with respect to the school's budget process as well. SSCs must observe all federal & state laws, regulations and court orders as well.

Shared decision-making is a process in which all members of the education community at the school level collaborate in identifying problems, defining goals, formulating policy, implementing programs, and learn from experience. In BPS the SSC is an elected group of parents, teachers, and students at the high school level, including the principal - that has the authority to make most of the decisions about the school. There can also be Associate members as well as the general public who are non-voting and can participate fully in SSC meetings. Elections for new BTU members to the SSC should be held by each schools' BTU Reps for openings on the SSC prior to the Council's first meeting which contractually must be held no later than October 31st. The parent members to represent on the SSC are elected by each school's parent council.

The operational procedures of each SSC are determined by the bylaws which must be crafted and adopted at each school. The SSC is chaired by the principal and another elected member of the SSC chosen to be co-chair. The Education Reform Act specifically makes Councils subject to the Massachusetts Open Meeting Law. As a result, the SSC is not allowed to go into Executive Session. A quorum must be present to validly conduct SSC business or to even hold a Council meeting.

Well planned, well attended SSC meetings are at the heart of successful SBM-SDM. Regular meetings of the SSC must occur at least monthly and must be convened at times mutually agreed upon by the parent & teacher elected members with a schedule publicized for the school year. The SSC sets the agenda for meetings and items can be submitted by any SSC member. The School Administrator and the other Co-Chair must solicit agenda items from other SSC members as well as from the greater school community prior to each meeting date. Minutes of each SSC meeting must be distributed within 5 school days of the meeting according to BTU contract and in the interest of keeping the school community fully informed.

It is expected that SSC will function by

consensus or general agreement of its members. Consensus does not require that there be unanimous agreement but rather makes sure each group member has an opportunity to comment on, understands, and can live with and is willing to implement the decision. Building consensus involves everyone having the opportunity to be heard. Members of the SSC are expected to operate as a single decision-making team to work together to fashion effective solutions to the school's educational challenges. The SSC is not a group of spokespersons, narrowly representing interests of the group that elected them or of any sub-group.

The BPS/BTU Joint Steering Committee through the BTU & BPS Office of Family and Student Engagement (OFSE) coordinates training for SSC members. Please contact either Caren Carew at the BTU or the OFSE for further information. It's time to step up and be part of the solution!



Caren Carew
Secondary Field Rep.

The First-Ever BTU TOWN MEETING
Wednesday, September 21st
7:00 pm at BTU Hall



An Inclusion Primer

by **Michael W. McLaughlin**
BTU Elementary Field Representative

Inclusion is moving a special needs student into a general or regular educational setting for an amount of time deemed appropriate for a child's success. Inclusion programs are developed to maximize student learning and effective teaching. The BPS and BTU have agreed to the following provisions.

Teacher Input

A school-based inclusion team must be formed before the program is implemented. Teacher members of the school's inclusion planning teams are chosen the faculty. Each Principal must notify the staff of any inclusion plan to be implemented during next school year prior to February 15th. This date is important because teachers and paraprofessionals must have an opportunity to plan and prepare for inclusion.

SPED Placement

A few steps must happen before assigning a student to an inclusion class. At elementary schools, the ETF must convene a meeting of the Evaluation Team plus the SPED and/or regular education teachers who currently have the student and the regular education and/or SPED teacher who is to receive the student. At middle and high school levels, the ETF must convene a meeting of the evaluation team, including the SPED teacher and the regular education teacher who has been designated as the liaison teacher for the student in question. Teachers who volunteer to be liaison teachers will gather information and input from the other regular education teachers to bring to that meeting. They may use two of their administrative periods to perform this task. Whenever a student moves from an elementary school to a middle school or from a middle school to a high school, whenever possible, Cluster offices from the receiving school cluster will provide a transition person to meet with the sending school team when they are preparing IEPs. Decisions about classroom placement shall be made in those meetings in accordance with the regulations which govern placement.

The BPS SPED Department must also put in writing for all personnel the policies concerning progress reports, 504 plans, service plans, and the goals ad-

ressing the new standards, and any other policies regarding the implementation of SPED and support programs.

Appeal of SPED Placement

When a teacher has concerns about the placement of a student, that teacher shall make a request to the Principal or Headmaster to reconvene the team to reconsider the placement in accordance with the regulations. The evaluation team shall

respond to the appeal within two weeks. If, upon reconsideration, the team finds the placement inappropriate, it shall present an IEP which contains an appropriate placement option to the parent.

Common Planning Time

Whenever possible, teachers in inclusion classrooms shall be scheduled so that they have joint planning time. They are entitled to at least two periods per week to plan activities in the inclusion setting.

Class Size and Staffing

Teachers, in consultation with the Principal will decide how best to configure their inclusion classrooms. However in no instance shall an inclusion classroom exceed the ratio of **20 students to one teacher**. The 20:1 ratio assumes a **maximum of 6 SPED students**. Teachers in consultation with the Principal may exceed this maximum if they determine it is in the best interest of the students to do so. The staffing of inclusion programs at all schools shall be in a ratio of one SPED to one regular education teacher where a full complement of 502.4 students are part of the student body (O'Hearn School model is not subject to this section).

It is important to note that Article VA(2)(f) Class Size and Staffing of the 1994-97 collective bargaining agreement addresses the situation where two classes, one regular education and one SPED, have been combined, resulting in an inclusion classroom. Schools which are adopting other models or other integration of classes must consult with their SSC's and follow the procedures for and obtain a waiver consistent with Article III C(4)(d) under SBM.

Schools that adopt an inclusion model which changes the way that resource rooms are configured or changes

the way that resource room services are delivered must follow the procedures for and obtain a waiver through the SBM provisions. Classrooms with mainstreamed SPED students who continue to receive resource room services which are not changed by the school's inclusion plan will continue to fall under the current class size agreement.

Paraprofessionals and Other Support

Paraprofessional support assigned to the classes at a school will not be reduced as a result of inclusion. There is some flexibility in the contract in the allocation of paraprofessional support and schools with inclusion models which vary from this must obtain a waiver through SBM process. Principals, with input from the evaluation team, will decide how best to allocate paraprofessional support. In all inclusion classrooms to which 502.4 students are assigned, paraprofessionals shall be provided as well as other support required by that student's IEP.

Training

A school's inclusion planning team shall meet with teachers in inclusion classrooms at least twice yearly to determine what training, professional development, and support are needed. The Central and Cluster office personnel responsible for supporting inclusion shall arrange for such training to be provided. The same applies to paraprofessional working in an inclusion program. When appropriate, paraprofessionals shall attend professional development training designed to support the inclusion process.

Important Staffing Issues to Remember

No teacher shall be excessed or laid off as a result of a school-site inclusion plan. Teachers who choose not to teach in an inclusion classroom may exercise their voluntary contractual right to excess themselves or to transfer. Positions to be filled in inclusion classrooms shall be offered first to teachers and paraprofessionals in the affected classrooms, then to others within the school according to the terms of the contract. Positions which are not filled by existing school staff shall be posted on the spring transfer list and, if necessary, on the excess pool vacancy list, and on subsequent postings.

Faculty Senates: A Union Membership Responsibility

By Michael W. McLaughlin

BTU Elementary Field Representative

Faculty Senates first appeared in our 1971-'72 contract, twenty-five years after the establishment of the BTU. In the 1973-'74 contract a second paragraph was added that remains in our present contract. Another addition was made in the 1978-'80 contract, Faculty Senate was included under Article I: Union Recognition, Jurisdiction and Responsibilities. A section titled Faculty Senate Guidelines was added in an additional appendix-like section on page 98. Today Faculty Senate is listed in our contract under Article II, Developing and Maintaining Effective Working Relationships. The guidelines can be found in the appendix.

Our union leaders had it right in 1978. Faculty Senate is a responsibility. These days it may be the only safe place a faculty member has to express concerns about educational policy without getting the hairy eyeball from administrators. Considering the climate in some schools, you would be taking your life into your own hands if you were to publicly express a contrary opinion during an ILT meeting, SSC meeting or a CCL pre/post conference. Faculty senates help to maintain an effective working relationship with the principal about educational policy without fear of being singled out for retribution. Faculty senates are democracy in action. It's a forum for the healthy exchange of ideas. Many schools hold their monthly FS meeting on the Thursday or Friday following the Union's general membership meeting. In this way, teachers get the most up to date information from their elected building rep.

The school day goes by much like a hundred yard dash. Frequently the race gets longer as ILT, SSC, CCL, Professional Development and extended day activities are tacked on. We need to make time for the faculty senate. The first step is to elect a chair. Next, set the dates and let the entire faculty know. Be sure to give your principal a copy so that other committee meetings don't conflict with other school related meetings. We need to do this for ourselves and for our profession. Try to make the meetings more appealing with coffee or other refreshments.

- FACULTY SENATE GUIDELINES -

Purpose
The Faculty Senate shall:

- 1) Plan and run in-service meetings, in cooperation with the administration and in accordance with the contract;
- 2) Elected by the teaching staff, it represents that staff in matters concerning school policy;
- 3) Present the administration with faculty positions on building procedures and educational policy;
- 4) Cooperate with the building rep. in all contract matters and Union policy.

Membership

- 1) Only those eligible to vote shall be eligible for membership (see below);
- 2) The Faculty Senate will be composed of a minimum of five members, except in buildings where the number of teachers is less. In schools where the faculty numbers more than 50, membership should be on a 1 to 10 ratio. Members are generally elected at large, but in certain schools may be elected by departments, areas, pods, etc.
- 3) All Building Reps. are automatically members of the Faculty Senate, but should be elected as Building Reps. separately.

Eligibility for Voting

- 1) All teaching personnel assigned to the building except short term subs;
- 2) Nurses, permanent librarians, guidance personnel.
- 3) No one above Group II.

Elections

- 1) Held by the first week of October;
- 2) Outgoing Faculty Senate appoints election committee; if no Faculty Senate, then BTU Building Representative appoints election committee. Submit names in writing. In a case where not enough names are submitted, the BTU Building Representative should run a primary, entering the name of every

eligible person in the building.

- 3) Separate ballots for BTU Building Representative and Faculty Senate Union members only vote for BTU Building Representative.
- 4) Ballots should be checked, one per voter.

Meetings

- 1) Faculty Senate elects own chairperson;
- 2) Faculty Senate should meet at least biweekly;
- 3) The administrative head must meet with the Faculty Senate at least monthly; present the administrative head with written positions of the faculty and demand a response.
- 4) Meet with entire faculty at least monthly; Faculty should submit items for agenda; Faculty Senate Chairperson determines agenda;
- 5) Faculty Senate elects own secretary;
- 6) In Service Meetings
 - a) Faculty and administration submit items for agenda
 - b) Chairperson and administrative head determine time allotments
 - c) Each (in b) chairs his section of meeting.

Communications
The Faculty Senate should;

- 1) Keep accurate attendance and minutes of all meetings.
- 2) Supply each member of the faculty with a written report once each month.
- 3) Present the faculty with the responses of the administrative head. If the faculty is dissatisfied with the response of the administrative head, it may be appealed to the Community District Superintendent.

By-Laws
Each Faculty Senate should formulate its own bylaws following these guidelines and in compliance with the contract and union membership policy.

Rotating the location or combining them with a monthly morning coffee hour can also increase attendance. Whatever format your faculty decides; remember it's a union member's responsibility. Become an active member of the faculty senate.

Faculty Senates

Faculty Senates may be formed in each school building and shall meet once ev-

ery month after the close of the normal school day with the Principal or Headmaster concerned. Faculty Senates will be recognized by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

Faculty Senates representing Music Teachers, Guidance Counselors, Nurses, School Psychologists, Evaluation Team Leaders, Kindergarten teachers, Bilingual

teachers, and Pupil Adjustment Counselors shall meet once every month after the close of the normal school day with the director or administrator concerned.

These Faculty Senates will be recognized by the administrator of the department as having an advisory voice in the formation of educational policy.

Faculty Senate Chairpersons will meet twice each year on the elementary, middle, and high school levels during days of regularly scheduled in-service meetings.

RAFFLES FUN FOOD PRIZES MUSIC

DONATIONS WELCOME RAFFLES FUN FOOD PRIZES MUSIC



DONATIONS WELCOME RAFFLES FUN FOOD PRIZES MUSIC

Cancer Fundraiser & Welcome Back Party

Friday, September 16th • 3-8 pm
BTU Hall



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Peer Assistance Program

By Michael W. McLaughlin

BTU Elementary Field Representative

As part of the 2006-2010 collective bargaining agreement, the BTU in collaboration with the BPS developed a new system of support to enhance the teaching performance of permanent teachers. The goal of the program is to improve the teaching performance of permanent teachers who have received poor performance evaluation(s). The program is directed by the Peer Assistance Committee which is made up of three BTU members and two BPS management staff.

Each Peer Assistant (PA) provides support for permanent teachers who are experiencing difficulties in the classroom. In cooperation with the principal, the PA and the participating teacher identify areas needing improvement. The PA develops specific performance goals and is capable of giving on-site support while monitoring the progress of the teacher. Additionally, the PA and the classroom teacher co-develop a plan to improve performance. The PA helps the classroom teacher to improve lesson planning, classroom management and instructional strategies. The PA may conference, model, co-teach, and/or observe as part of the

support provided to the classroom teacher.

The Peer Assistant works with a maximum of 12 permanent teachers from across the district. An essential part of a PA's role is to establish and maintain a trusting, confidential, non-evaluative and professional relationship with the participating teachers. The PA's work year is 183 days + 18 hours + 2.5 additional hours per week during the school year. Compensation is the base BTU salary plus 5% and is retirement worthy.

This program is unlike any other teacher assistance program in that it helps only permanent teachers. No other teachers union or school district has such a program. Potentially, this program can help our members and at the same time strengthen our union. Additionally, it's an example of how the BTU and the BPS can work together to improve the teaching profession and the education of the children in the City of Boston.

Now in its fourth year of existence, the program has received favorable reviews. If you have questions about the Peer Assistance Program or would like to voluntarily enter the program please email me at mmclaughlin@btu.org.

What's The Deal With Political Action?

It's a given that at the heart of collective bargaining for teachers are the people and the children with whom we work. What's not so obvious to some, however, is that in order to support teachers, para-professionals, nurses, related service providers, substitutes, and retirees, political action is essential to ensure that policies, decisions, and issues affecting public education are portrayed in a positive light and reflect the educators' voices.

Why is political action a must for us?

It's simple: our elected officials make key decisions that impact educators, education, and our students and their families. In addition to voting to fund our contract, it is our elected officials who determine legislation that impacts pensions, health care, professional status, and educational policy directly linked to our students.

Education reform has taken on a new meaning. This is not breaking news. Somewhere along the way, being a member of a union, and dare I say, being a public school educator and, particularly, the issue of collective bargaining and all that it encompasses, have become negative in all too many circles. They are at the heart of conversations in homes not to mention on TV, radio, the Internet and, yes, with our elected officials.

Political Action can help us influence these conversations.

Why and how does the BTU make endorsements?

The BTU's Committee On Political Education (COPE), who are nominated by the BTU President and subsequently approved by the Executive Board and the membership to recommend candidates who advocate for public education and who will vote to support all those issues that we hold dear. These COPE Committee endorsements are based upon a questionnaire, interview, and voting record. It should be noted that non-incumbents can receive endorsements per the BTU contract. A 2/3rd vote by the COPE Committee is required in order to send a recommendation to the Executive Board, who, by a 2/3rd vote, send the COPE recommendation for endorsement to the BTU membership. If the recommended candidate for endorsement receives a 2/3rd vote at the membership meeting, the recommended candidate is endorsed.

Federal and state laws restrict the use of your union dues for political action. Consequently, members are asked to voluntarily contribute monies, as fewer restrictions exist. The recommended contribution is \$1.00 per pay period for teachers and \$ 0.25 per pay period for paraprofessionals. A record of the monies COPE spends on Political Action is distributed at the monthly membership meetings and is reviewed by and an independent auditor who reviews the Union's books annually. Please review the "Question and Answers on COPE" fact sheet available at the BTU Office and your BTU contract as each serves as the detailed source for this article.

Political Action is effective and only works with your involvement!

How can you be involved?

- Volunteer on a campaign for one of endorsed candidates! In the upcoming municipal election scheduled for Tuesday, November 8th, the BTU

has, to date, endorsed: Steven Murphy, At-Large City Council Candidate; Felix Arroyo, At-Large City Council Candidate; and Tito Jackson, District 7 City Council Candidate. Each of our endorsed candidates needs help from our members to assist them from now through Election Day. The volunteer opportunities are endless and each candidate will welcome you as well as work with your schedule and see to it that your volunteer activities match your interests! Please contact the BTU office at 617-288-2000 or contact acristiani@btu.org to volunteer!



Angela Cristiani
BTU Political Director

- Host a House Party! What better way to get to know our elected officials and for them to get know us by hosting a house party for our elected officials? If you can supply the location, we will do the rest! We will coordinate a mutually agreeable time for you and the elected official, invite the guests, and provide the refreshments. We'll do most of the work and you will feel like just like one of the guests! This is a great opportunity to help BTU members establish a better relationship with those who make the laws in the Commonwealth!
- Volunteer for one of our elected officials' off-election season! Working off-season for an elected official who supported collective bargaining rights, for example, is a great way to say "Thank you!" This is an opportunity to build a relationship with our elected officials when neither party is asking something of the other. It's a win-win!
- Support legislation that is pro-public educators! Continue to check the BTU weekly E-Bulletin for updates on pertinent bills that affect all our members.
- Support legislation that benefits and future retirees! For example, inquiries have come in about H711 which was filed by Representative Nagle. The bill would provide a one-time retirement boost to BTU members who retired prior to 1990. Specifically, H711 is accompanying H701, and raises the retirement base for Cost of Living Adjustment (COLA) calculation from \$12K to \$16K, which received a favorable report from the Public Service Committee on May 17th. This bill, was recently given a new number, H3457. H3457 is a \$\$\$ bill and is now in the House Ways and Means committee for review and recommendation. Given that the Legislature is likely to do another round of pension reform this fall, it is a goal to have the COLA base improvement included. This benefits not only our current BTU retirees, but ultimately, our active members.

(Bill information courtesy of Michael Canavan, AFT MA Legislative Representative.)

What's good for teachers is good for students and their families. Getting involved in political action is everyone's responsibility!

School Environment

Is your school showing signs of disrepair? Do your allergy and flu like symptoms disappear during July and August? Are there visible sign of rodent infestation in your school? Are the ceiling tiles in your classroom water stained? Does your asthma worsen during work hours? Is your classroom cluttered?

If you can answer yes to any one of these questions, your school may have indoor environmental problems. If you suspect your school has environmental problems, you can take steps to improve it. As a first step your faculty senate should approach your principal about forming an environmental committee. It's important to include as many of the stakeholders as possible. Administrators, custodians, teachers, cafeteria manager, after school director and community schools coordinators are among some of those. One of the first actions the committee should undertake is reviewing the Integrated Pest Management Plan. Your principal or IPM coordinator should have it on file. If your school does not have one, it should be the first order of business for no other reason than it's the law in Massachusetts. We are one of the few states requiring IPM.

Public concern about the quality of indoor environments associated with schools is high, particularly in relation to exposure to pesticides, chemicals (cleaning and others), allergens, pests and rodents. Exposure can trigger asthma in many individuals. Asthma is the leading chronic illness of children in the US and a leading cause of school absenteeism. It is not hard to understand why IPM is critical in schools and why it must be taken seriously.

In addition to sitting on an environmental committee, teachers can help in other ways. Remove clutter from your classroom. Don't store or stack materials on the floor or along the walls of your classroom. Clean out your closet once a year (when in doubt...throw it out). If you haven't used something in 5 years but want to hold on to it, take it home. Remove household cleaners from your classroom too. Many contain toxic bleach-based chemicals that are harmful.

As part of an initiative to create healthy environments for students and for those who work in schools, the Healthy Schools Task Force was formed. The Boston Public Schools, the Boston Health Commission, MassCosh, the Boston Urban Asthma Coalition, parent activists and the BTU along with others have been working together on Boston Public School's Citywide IPM Committee. This has all come about as an initiative of the STEPS program. Your school may be a STEPS School. The STEPS IPM Committee meets on a monthly basis. The committee has accomplished quite a lot. For more information about IPM go to the State website: www.mass.gov/agr/ipm. Also worth reading are the Superintendent's Circulars FMT-11, Integrated Pest Management and FMT-12, Green Cleaners. The BTU can assist teachers in improving the indoor environment of their schools. Contact me at mmclaughlin@btu.org or call 617-288-2000.

— Michael W. McLaughlin

All Welcome from the Special Education Faculty Senate

The Special Education Faculty Senate welcomes all staff back for the 2011/2012 school year. This year holds the promise of many changes, and we are committed to making this the best year possible for all our students. An active Special Education Faculty Senate is an important way to speak up for positive change.

The BTU Sped Faculty Senate supports all teachers, paraprofessionals, nurses, and related service providers, and all are welcome to participate. As defined by the BTU Contract, Faculty Senates meet monthly and are recognized "as having an advisory voice in the formation of educational policy."

At our monthly meeting anyone is welcome to share experiences, and raise questions or concerns. Meetings are problem solving and help provide practical support to fellow BTU members. We also reach out more broadly by contributing articles to the BTU News on issues impacting special education. The SPED Faculty Senate is also recognized within the community at large. We have reached out to parent groups, elected officials, and others in the community

Last year some of the concerns raised included:

- proposed elimination or changes in staffing and responsibilities (i.e. ETF positions, Lab Cluster Clinical Coordinator)
- training (or lack of) for the new Easy IEP
- consistency in information provided for required special education documentation
- the need for more specialized pro-

fessional development

- the safety of students on busses and in the classroom
- the need for increased services such as Applied Behavioral Analysis (ABA)
- the integrity and implementation of the IEP (a legal document)

We shared these concerns with Special Education Director **John Verre** and **Dr. Joan Anderson** at an open forum. We also shared some hopes:

- that new inclusion program be well thought out and given support and resources
- that Response to Intervention be implemented in the best possible way without draining resources from students on IEP's
- that the experience and knowledge of the staff who work directly with students be welcomed to help guide the changes needed to insure best practices in education and quality services for all students.

We look forward to continuing this dialogue and collaboration with John Verre and others within the special education department.

Meetings are held at the BTU, 180 Mount Vernon Street, Dorchester (off Day Boulevard). Ample parking is available. The meetings are generally held on the 3rd Thursday of the month. This year's schedule is: October 20, November 17, December 15, January 19, February 16, March 15, April 26, May 17, and June 14 (end of year dinner). Meetings begin at 3:45 p.m. All BTU members are welcome.

Let's make our voices count for all of us especially our students!

We have come a long way in 40+ years. Below you'll see a long list of benefits accrued over the course of our collective bargaining history. We have done well. Years of accumulated collective bargaining gains have given us a benefit package we can be proud of. But these gains did not come overnight and they did not come without a lot of hard work – hard work done by our membership over years of bargaining and years of collective action.

Members entering our ranks today are the welcomed beneficiaries of the struggles of their predecessors. As we welcome our new members, we should also explain to them how our gains were accomplished. It has taken a lot of hard work by our membership, many of whom have long since retired: four strikes, dozens of rallies, many hours of picketing, and countless demonstrations. All worth it. Here's how we have improved our working conditions and benefit package:

46 Years of Contractual Gains

1965	Teachers Elect BTU as Exclusive Bargaining Agent
1966	Pilot Program for Duty-Free Lunch Grievance Procedure Established
1967	One Personal Day Granted Duty-Free Lunch Extended to 30 Elementary Schools
1968	Duty-Free Lunch Extended to 72 Elementary Schools Health and Welfare Fund Established at \$50 per member
1970	Duty-Free Lunch Extended to ALL Elementary Schools Health and Welfare Fund Established at \$100 per member Severance Pay Established Career Awards Established
1971	Provisional Placed on Group I Salary Schedule Personal Days Increased to Two
1972	BA+15, MA+15, MA+45 Lanes Established
1974	Binding Arbitration Established
1975	Child Care Leave Established Nurses Move to Teacher Salary Lane Obtain Health and Welfare Coverage Get Improved Sick Leave Grievance Timelines Reduced
1976	BTU Health and Welfare Fund Establishes Dental Plan
1977	BTU Health and Welfare Fund Establishes Eye Care Plan
1981	BTU Health and Welfare Fund Establishes Legal Plan
1983	Class Size (K-3) Reduced from 33 to 28
1986	Class Size (K) Reduced from 28 to 25 Grades 4-5 from 33 to 28 Grades 6-8 from 33 to 30; Grades 9-12 from 36 to 33 Third personal day added
1986-8	Beginning 3 Salary Steps Dropped; new teachers enter at higher steps.
1987	14th Year Career Award Established Elementary teachers obtain two weekly P&D's
1988	14th Year Career Award Increased Elementary teachers obtain 3 weekly P&D's Mentor Teacher Program established
1991	Elementary teachers obtain 4 P&D's
1992	Job-Sharing Program Negotiated, w/full benefits for job-sharers
1994	Lead Teacher Program established
1995	Elementary teachers obtain 5 P&D's , one of which is administratively directed, every other week; now every week
1997	14th Year Career Award Increased
1999	MA+ 60 Established Class Size in Grade 1 reduced from 28 to 25 Class Size in Grade 2 reduced from 28 to 25
2000	Additional 9th year Salary Step added Duty-free lunch , secondary level, increased to 25 minutes from 20 minutes Paid Leave for Adoption , up to 30 paid days in each school year, started Paid leave for family illness goes to 30 days from 15 days per year Dependent Care Plan/Flexible Spending Plan established Maximum Average Annual Caseloads instituted – Speech/Language at 43; OT at 34; PT at 32 System wide ratio of nurses decreased from 800/1 to 750/1 Guidance Counselor ratio implemented; HS at 300/1; MS at 400/1; and Bilingual at 250/1
2001	Class Size Reduced – K-2 from 25 to 23; 4-5 from 28 to 27; 6-8 from 30 to 29; 9-12 from 33 to 32
2002	Class Size Reduced – K-2 from 23 to 22; 4-5 from 27 to 25; 6-8 from 29 to 28; 9-12 from 32 to 31 Master's 60 Salary Lane & Doctorate Lane both 'pushed' out to full lane at mid-year
2003	Fourth personal day added Speech and Language, OT, PT, now get individual caseload maxima for the first time

System wide ratio of **nurses** decreased from 750/1 to 700/1
Paid **adoption leave** now up to 40 days per school year
Those with a **JD Degree** advance one additional salary lane from where they were
Swimming instructors get full salary lane credit for academic credentials
Those certified under **National Board for Professional Teaching Standards** get a 4% differential
Career Awards* Increased

Year After reaching Maximum*	From \$500 to \$900
After 14 years	From \$1,000 to \$1,600
After 19 years	From \$1,500 to \$2,000
After 24 years	From \$1,500 to \$2,200
After 29 years	From \$2,000 to \$3,200
After 34 years	From \$2,000 to \$3,700
After 39 years	From \$2,500 to \$4,200
After 44 years	From \$2,500 to \$4,700

* Or after nine years of service

2004	Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to \$500 in April 2005 for tuition expenses. Details will be forthcoming shortly. In the meantime, save receipts for tuition expenses incurred post-September 1, 2004. Individual Benchmark testing – All K2-3 will be provided with the equivalent of two days of substitute coverage to do benchmark testing. One day's equivalency will be given in September, the other in June.
2005	Career awards increase by another \$350. Performing Arts Teachers get a stipend of \$1,600 per year for rehearsals and practices leading to productions and/or festivals.
2006	Pilot School negotiations concluded. Teachers and paraprofessionals who work above and beyond the school day and year will now be compensated for all hours above and beyond 105 per year in 2006-07, 100 per year in 2007-08, and 95 per year in 2008-09. New Collective Bargaining Agreement calls for a 2% raise on the base in year 1, a 3% plus another \$600 on the base in year 2, a 3% and another 1% in year 3, and a 3% and another 1% in year 4. The salary roll-out amounts to an average 14.8% for all members over the life of the contract. All teachers, to, received a one-time bonus of \$500 in May 2007. Beginning in September 2006, there will be established a Career Continuum for BTU members. Initial funding is pegged at \$250,000 per year and will increase over each of the next two years, to \$325,000, then \$400,000. In-service credits increased from 20 to 30; these credits can be used interchangeably with graduate credit for salary lane advancement. Full-time NTD positions created to mentor new teachers at BTU plus 5%; part-time NTDs also created to do part-time mentoring.
2007	Four full-time peer assistants to be hired to work with up to 12 teachers (et al) who, on a voluntary basis, request assistance. Health and Welfare contribution for teachers (et al) increases an additional \$150 plus a COLA, amounting to a 28% increase over the time period of this contract. Superintendent's Schools established. Staff in schools do designated will work an additional hour and receive a salary increase of 15.4%. Regular education class size in Superintendent's Schools will decrease by 2 across all grade levels. Itinerant staff who obtain licensure in their respective national approvals will be reimbursed for their application and testing fees, up to a total of \$15,000. also, itinerant staff will also be allowed to share in a yearly fund of \$15,000 to provide their respective department's Professional Development opportunities of their own choosing. Misc.: Official school department tests will now be printed, collated, and stapled in a timely manner by someone other than the teacher and then distributed with sufficient copies for all. Teachers in multi-handicapped classrooms will receive notice of a new process for requesting and for the delivery of essential supplies and equipment in their classrooms, School Site Councils will now be allocated \$500,000 per year for training.
2010	Negotiations commence for a successor contract.

Compiled by Richard Stutman

Contractual Dates and Deadlines	Description of Event
September 6	Opening Day of school for staff. Adm. Has :30 for mtg., teachers and paras have rest of 6 hour day for room preparation and set-up.
September 7	BTU Rep. has :30 for union news; adm. gets rest of 6-hour day for PD.
September 8	First Day of school for students
October 15	Members of a School Site Council are to be elected by this date
October 31	A first meeting of the newly-elected School Site Council shall be held by this date
December 1	On or before December 1, the (School) Committee will determine when a vacancy is expected to last for the duration of the school year and shall grant a prospective contract to a provisional teacher hired to fill such vacancy. If you are in a position that you believe worthy of a contract, call the union office at 617-288-2000. If you are unsure, call the union office anyway.
January 3	PD Day. No students. Day may be converted to PD hours.
January 15	In pilot schools, the proposed work schedule for an upcoming school year will be given to staff by this date. The staff may override the schedule by a 2/3 rds vote. An override sends the work schedule back to the pilot's Governing Board for possible adjustment and tweaking.
January 15	Application deadline for leave of absence to commence at the beginning of the next teacher work year. Application deadline for extension of leave of absence scheduled to expire at the beginning of the next teacher work year. Application deadline to cut short a scheduled leave of absence and to return to work at the beginning of the next teacher work year. N.B. The January 15 deadline may be waived in extenuating circumstances. Please call the BTU for more information
January 15	BTU Staff at 12 Turnaround Schools shall be given notice of any additional summer hours by this date
January 15	BTU Staff at 12 Turnaround Schools shall be given their work-day and work-year schedule for the upcoming school year by this date
January 15	BTU Staff at 12 Turnaround Schools shall be given notice of their individual staggered start and end time for the upcoming school year
January 15	BTU Staff at 12 Turnaround Schools shall be given notice of a change in assignment for the upcoming school year by this date. When implementing an inclusion model, the Principal/Headmaster must also notify impacted teachers by this date.
January 15	Deadline for staff in traditional schools to file voluntary excessing document.
January 15	Application deadline for filing of alternate program areas for permanent teachers.
February 1	BTU Staff at 12 Turnaround Schools and Pilot Schools shall be given notice of excess by this date and they may voluntarily excess themselves by this date
February 1	Programming preference sheets shall be distributed to all teachers.
February 1	On or before February 1, a list of all non-teaching assignments for which administrative periods are given in a teachers' program shall be posted in each school. These assignments may be applied for in the teacher's program preference sheet as herein provided.
February 1	Programming preference sheets to be distributed to all teachers
February 1	A list of all non-teaching assignments for which administrative periods are given in a teachers' program shall be posted in each school. These assignments may be applied for in the teacher's program preference sheet as herein provided.
February 1	Principals will be required to make recommendations as to which provisional teachers they want to make permanent teachers by February 1st of each year.
February 1	No later than February 1st, programming preference sheets shall be distributed to all teachers
February 15	Deadline for submission of an additional program application if results of NTE or Praxis exam are needed but unavailable on 1/15
February 15	Positions that receive "Open Posting" status on the job transfer circular must receive an affirmative 60% vote of school staff by this date.
February 15	Teacher members of the school-site inclusion planning teams in traditional schools shall be chosen by the school's faculty. Each Principal/Headmaster shall notify teachers of any inclusion plan to be implemented in their school during next school year prior to February 15 of this year, so that teachers and paraprofessionals have an opportunity to plan and prepare for its implementation, and teachers who wish to may exercise their contractual right to excess themselves or transfer.
February 15	Principals will be notified by February 15th if their recommendations for making teachers permanent have been approved.
February 15	In pilot schools by this date of a given year, there must be an approved schedule in place – one that has not been overridden – or the current year's pilot school schedule remains in place
March 1	All preference sheets shall be returned by March 1.
March 27	The Superintendent shall make permanent appointment of provisional teachers by this date
Early April to Early May	OPEN ENROLLMENT for Group Insurance sign-up. Please note this is not a contractual deadline, but it is a city practice to begin the open enrollment period on the first Monday in April and to close it on the first Friday in May.
April 15	New Posting deadline for all vacancies. Applications for vacant positions must be submitted no later than 10 school days after posting. This is the first so-called transfer posting of the season and was formerly known as the March 1 posting.
April 15	All excessed teachers and nurses will be notified by April 15th or by the date of the April 15 th transfer circular, whatever it is, if the circular is released earlier.
Within 10 days of the 4/15 posting	The BTU may challenge the omission of a vacancy from the April 15 posting. The challenge must occur within 10 days of the posting. The challenge may be overridden by a 60% vote of the faculty of the school where the vacancy is challenged. Should the challenge not be overridden, the vacancy shall be posted on the BPS web-page prior to the running of the excess pools for 5 school days. Permanent teachers only – are eligible to apply.
May 1	For those who respond by January 15th as to why they cannot make a decision at that time, they must send a response, postmarked no later than May 1st, as to whether or not they will return in September. If they fail to respond by May 1st, they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent
May 1	No final records will be required of teachers until May 1st for Grade 5, and 15 days before the close of school for all other grades.
May 1	Final marks shall not be required of any teacher before May 1st for Grade 8, and 15 days before the close of school for Grade 6 and 7.
May 1	The number of marking periods for all schools shall not exceed five (5) in number. Final marks shall not be required of any teacher before May 1st for seniors, and 15 days before the close of school for other students.
Prior to May 15	All staff shall be formally evaluated using factors reasonably related to a teacher's professional performance, with a mark for each factor and an overall rating. Overall ratings shall be Satisfactory or Unsatisfactory and shall be transmitted to teachers prior to May 15th .
June 1	An employee will be given written notice of layoff by June 1 of the professional work year preceding the professional work year in which the layoff is to take place. For example, an employee to be laid off effective in September must be given written notice on or before the prior June 1.
June 15	Provisional Employees must be given notice of non-renewal by this date or rehire is mandated under state law
No later than 10 days before the end of the School Year	No later than ten (10) school days prior to the end of the school year, teachers shall be given the following information on their programs for the next school year: Subjects and grades of subject to be taught. Any special information about particular classes teachers may be required to teach and the grade and particular type of home room.
No later than 5 days before the end of the School Year	No later than five (5) school days before the end of the school year, teachers should receive their total program for the following school year, which shall include the periods and rooms where their assignments are scheduled. Programs may be considered subject to change if necessary because of changes in subject enrollments, faculty changes, or programming conflicts. Reasons for any such change shall be given by the Principal or Headmaster to any teacher affected
July 1	Excess pool rules: Rule of one will apply if pools not completed prior to July 1st. Rule of two will apply if excess pools are completed by workday prior to July 1st. Rule of three will apply if excess pools are completed by the 4th work day before the end of school year. Rule of One: The selection of assignments is conducted by strict seniority. Rule of Two: The teacher will make two selections and will receive-one. Rule of Three : The teacher will make three selections and will receive one.

Compiled by Richard Stutman

Contractual Benefit Package for All Teachers*

By Richard Stutman, BTU President

All BPS teachers (*) are eligible to take advantage of a range of contractual benefits and provisions that have resulted from years of collective bargaining between the School Department and the Boston Teachers Union. A summary of many of the more important benefits and provisions follows. Where mentioned, the BTU office can forward more detailed information. The BTU Field Reps., **Caren Carew, Mike McLaughlin, and Jenna Fitzgerald** can provide more information. Or please feel free to call or email me (rstutman@btu.org). Also please note that each school has BTU Building Representatives, elected at each school, who can provide more detailed information.

(*) includes nurses, psychologists, SLPs, OTs, PTs, etc., and all other covered professional members

Copies of the BTU Contract are available through BTU Building Representatives or by calling the BTU office. The contract is also available at <http://www.btu.org/>

[leftnavbar/contractdownload.html](#). For more detailed information on any of the below, please call the BTU office. All references to the BTU Contract are to the Blue Book. The new book will be distributed soon and will be repaginated, so the references (below) will not necessarily work. If you need a blue book, please call the BTU office. References to the school department's web page are accurate as of mid-August, though they will change as the department updates its yearly circular offerings. A complete listing of department circulars can be found at <http://bostonpublicschools.org/node/190> as of mid August, 2010

Many of these benefits are being renegotiated. So, for example, we are seeking a salary COLA, effective, 9/1/10, for all staff – teachers, paras, and substitute teachers. The applicable items below, of which there are many, are each subject to change, as we negotiate a new Collective Bargaining Agreement. Our current agreement expires on 8/31/10, though its features continue until a successor agreement is reached. We will of course keep you posted as to developments.

Salary & Health Benefits

Benefit	How It Takes Effect	How to Learn More	What to Look Out For	
Salary Step Placement	Up to 3 years' credit for both inside and outside the system, (6 total) if service meets certain criteria.	You must apply with app and documentation. Not necessarily retroactive, so do not delay in filing.	See www.btu.org , also contract pp. 131-133 or call the BTU office at 617-288-2000 and ask for a field representative.	'Inside' or prior Boston service includes substitute teaching time under certain conditions. Outside service does not.
Salary Lane Placement	B+15, Masters, M15, 30, 45, 60, 75, Doctorate	You must apply and supply documentation. <i>Not necessarily retroactive</i> ; do not delay in filing either PS O3 form or supporting credentials.	See BTU contract pp. 136-139 or http://www.btu.org/leftnavbar/downloadforms.html . For salary grids, see same link.	Maintain date-stamped records of all transmissions to Court St. It is suggested that these documents be hand-delivered as the lane change maybe time sensitive.
Salary Lane: In-Service Credits	Limit of in-service credits increased to 30 from 20 this contract	Upon application to HR.	http://bostonpublicschools.org/files/HRS-PP01%20Contractual%20Benefits-Career%20Awards,%20Salary%20Lanes,%20Salary%20Steps.pdf . The web address is accurate as of mid-August, but is subject to change as circulars are updated. A good place to find all pertinent information is at http://bostonpublicschools.org/node/190 , and a search engine is provided.	The 20 in-service limit was in place for at least 25 years, so you may have long forgotten about surplus credits earned. These credits you may have squirreled away are now valuable,
Health Insurance	6 different plans, PPO, POS, HMO	You must apply w/i 60 days of date of hire. Deadline is FIRM . New dependents must be added within 30 days.	See BTU or call Group Insurance Office @ 617-635-4570 or see http://www.cityofboston.gov/retirement/pdfs/BenComp.pdf . Each spring there is an Open Enrollment period to change plans. Group Insurance hosts for your convenience an insurance fair at the BTU, also in the spring. All changes elected during Open Enrollment take place on July 1.	This is a most important benefit. Talk to a few colleagues before making a decision. Health coverage takes a month or so to start, depending on when you sign up at City Hall. If you take a leave of absence and drop your coverage, you must re-enroll during the open enrollment period.
Health and Welfare	Includes Dental, Eye Care, and Legal benefit. City pays plan premium, but some benefits have co-pays.	Apply at BTU H&W office or at 617-288-0500. Benefit effective at start of prov. contract, but implementation can be delayed.	Call BTU H&W @ 617-288-0500 or see http://www.btu.hwf.org	H&W Dental coverage is different from city's health plan. And 2) The H&W dental plan has two options, one through Delta Dental and one through Harvard Dental. Take your time to make an informed decision.
Salary Item: Tuition Reimbursement	All permanent teachers on 'steps' 1-9 (9 for the 1st time) get up \$500/yr, Paras with five or more years of service are covered.	This took effect 9/1/04, and is paid as reimbursement for tuition. Paras are added as of 9/1/07.	A new circular will be out this fall with full explanatory details. Last year's circular is available at http://bostonpublicschools.org/files/HRS-PP03%20Tuition%20Reimbursement%20for%20Permanent%20BTU%20Members.pdf	If you were eligible for this benefit last year but did not submit documentation in time, call the union office. Pay attention to reporting deadlines.
Salary Item: NBPTS Teachers	Members certified under the standards of the NBPTS now get a 4% raise. Members also get reimbursed for the cost of application fees upon successful attainment of certification.	This raise took effect 9/1/03.	See the National Board (NBPTS) website at http://www.nbpts.org/ for eligibility rules, subject areas covered, etc., and the BTU contract, p. 118.	The NBPTS regrettably does not grant certification in all subject areas and in all job categories.
National Licensure Reimbursement for Itinerant Staff	Itinerant staff (such as nurse, OT, PT, SLPs and the like will now be reimbursed for their application and testing fees upon successful completion of the activity.	Reimbursements began to be made in June 2008. Another round of reimbursements will follow in 08/09.	Announcement of new application process will be announced in BTU e-Bulletin. To get on e-Bulletin mailing list, see http://visitor.constantcontact.com/manage/optin/ea?v=0016DNjNiidDhTZb8YgGfjT3g%3D%3D .	
Performing Arts Teachers	Perf. Arts, theater, music, drama, and choral group teachers can get \$1600 stipend.	If one of the aforementioned teachers conducts after school rehearsals and practices which culminate in final precautions and/or festivals.	BTU contract, pp. 75-76 item 18.	This is a relatively new benefit, a long time in coming. Please call one of the field rep.'s if you have any questions.
Flexible Spending Program – Dependent Care	Use up to \$5,000 in pre-tax dollars for dependent care; excellent tax benefit . This is an IRS-approved program that is quite beneficial when used properly.	Apply within 30 days of hire or during Open Enrollment usually beg. mid-October; announcement will be made in BTU e-Bulletin. To sign up for e-Bulletin, see http://visitor.constantcontact.com/email.jsp?m=1101436635842&p=oi	Email rstutman@btu.org for more detailed information, call CPA, Inc. @ 1-800-544-2340 or Group Insurance at 617-635-4570 or see http://www.cpa125.com/ or http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf	Be careful when creating a deduction as you cannot change the deduction for the entire calendar year once you agree to it. Your dependent care reimbursements CANNOT outpace your deduction schedule.
Flexible Spending Program – Medical	Use up to \$5,000 in pre-tax dollars for out-of-pocket medical expenses; excellent tax benefit .	Same as dependent care (above), but additional eligibility requirement of one year's service.	Same as dependent care see http://www.cpa125.com/ or http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf	Again, be careful when setting up your deduction. Your medical reimbursements CAN outpace your deduction schedule.
Flexible Spending Program – Transportation and Parking	As with the above programs, though subject to different dollar limitations, this program allows the use of pre-tax dollars to be spent on mass transit and parking activities.	No eligibility requirement.	See http://www.cpa125.com/ or a school department circular at http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf	Make sure you will need this benefit for the entire calendar year when you sign up, as deductions cannot generally be stopped once started. All of these programs are extremely beneficial when properly used, but caution is advised.

	Benefit	How It Takes Effect	How to Learn More	What to Look Out For
Life Insurance	City sponsors standard \$5,000 term insurance plan and city vendor sells additional coverage.	First \$5000 of term coverage comes with purchase of health insurance. 1/2 of premium for first \$5000 coverage paid by the city; rest paid by employee.	Call 617-635-4570 for more information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard \$5000.	Beware of insurance salespeople 'popping in' to the teachers' room to sell you insurance. Salespeople in the building often pretend to have some exclusive approval or license to sell insurance. They do not. You are advised strongly to shop around before making a purchase.
Disability Coverage	Public Pension Law grants limited coverage for total disability, none for short-term disability.	Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately.	See the Mass. State Teacher Retirement Board Web Page at http://www.mass.gov/mtrs/2members/20active/20disability.htm	There is a sick leave bank for teachers and paras, which eligible members can obtain days from, after an application process. The bank plus use of your own days (see below), which must be exhausted first, amounts to a quasi-short term disability plan.

Major (but Non-Inclusive) List of Contractual Working Conditions

	How Does the Benefit Work?	Summary Details	How to Learn More	What to Look Out For
Class Size Maxima; Caseloads	Enforces class size maxima and caseloads. Important benefit.	Too lengthy to list here; Ask building rep at school for class size fact sheet. See elsewhere in newspaper.	Contract pp. 39-42; 44-45, speak with BTU Building Rep.; call BTU.	Most important benefit. Our advice: Don't procrastinate in calling the BTU office to report a class size violation. The regular education class size maxima in superintendent's schools are reduced by 2 students. There are, however, no superintendent's schools for 09/10.
Sick Days	Grants paid leave when ill, up to time accumulated.	15 days granted per year; unused days accumulate & have cash value at separation after 10 years of service.	Contract pp. 157-8; see building rep. at school, call BTU.	Will need a doctor's note if absent for six or more consecutive school days.
Personal Leave	Grants paid leave for personal reasons.	4 days per year; unused days accumulate; new item – used to be three.	Contract pp. 159-163; see building rep. at school, call BTU.	Your reason for taking a personal day is personal and need not be shared. Unused ones are automatically converted to accumulated 'sick' days at the end of year.
Professional Leave	Grants limited paid leave to attend educational conferences.	Limited system-wide allotment of 2,000 days distributed to individual staff on a pro-rata basis.	Contract p. 111; see building rep. at school, call BTU.	
Bereavement Leave	Grants paid leave under limited circumstances.	Depends on family relationship to the decedent.	Contract pp. 160-1; see building rep. at school, call BTU.	
Religious Holy Days	Grants paid leave under limited circumstances.	Depends on holiday specifics.	Contract pp. 160; see building rep. at school, call BTU.	
Maternity Leave	Grants paid as well as unpaid leave & city continues to pay its share of health coverage.	Paid maternity time limited by number of sick days accrued.	Contract pp. 161-163.	Complicated procedure; it is suggested you call one of field reps for more information. This procedure becomes particularly more complicated when the birth is scheduled for the summer months. Again, please contact the BTU office.
Leave for Adoption	Grants paid as well as unpaid leave.	Limited to 40 days per school year if you have 'accumulated' days in your bank; used to be 30 days.	Contract, p. 163, 158.	
Leave for Family Illness	Grants paid leave for family member's illness.	Limited to 30 days per school year if accumulated, though more can be granted.	Contract, p. 158.	May need a note from family member's doctor; those who need more than 30 such days are advised to contact the BTU office.
Planning and Development Time	Grants staff unassigned time when one is not given a programmed duty or responsibility. P&D periods are 'teacher directed,' i.e., teacher alone decides what he/she does during that period.	Middle and High Teachers – 5 full-length periods (48+ minutes per) per week. Elementary Teachers – 5 per week, with one per week 'administratively' directed.	Contract pp. 47-8; see building rep. at school, call BTU. N.B. Specialists and Itinerant Specialists get identical benefit of individual grade levels.	You do not have to complete ISSP's or any other administrative work on this time. It is your time and you cannot be assigned a specified duty or meeting. If you 'lose' a P&D, you are eligible for pay for the lost time. Call the BTU office.
Duty-Free Lunch	Grants daily duty-free time to all for lunch, in addition to daily P&D time.	Middle and High Teachers – no less than 25 minutes per day. Elementary Teachers – no less than 40 minutes per day.	Contract pp. 48-9; see building rep. at school, call BTU.	This is your time and you cannot be assigned any duty during this time.
Job-Sharing	1/2 salary, 1/2 position	Two people share one job; each gets 1/2 salary and full benefits.	See http://bostonpublicschools.org/files/HRS-HS2%20Job%20Sharing%20for%20Permanent%20Teachers%20and%20Para.pdf or http://www.btu.org/pdf/JBSHQA05-061.pdf for more information.	Start early in the year if looking for a partner; this is most difficult for many, as good 'matches' are hard to find.
Peer Assistance Program	Experienced teachers in need of assistance can volunteer for a peer assistant.	Peer assistant can provide assistance to one who needs help.	Program is in its 4th year; call or email Mike McLaughlin at the BTU at mmclaughlin@btu.org .	This is a good, useful program for those who are having difficulty with the performance evaluation process.
Accepting a Student-Teacher	If you accept a student teacher, you receive two days' leave with pay.		See page 149, BTU Contract.	Days are to be taken during last two weeks weeks of teacher trainee's tenure.

Retirement, Tax-Deferred Savings Plans

	Participation	Details	More Information	What to Look Out For
Public Pension	Participation is mandatory under state law; vested employees obtain a pension at retirement.	Call the BTU for more information.	See http://www.cityofboston.gov/retirement/faq.asp or http://www.mass.gov/mtrs/ . Detailed information by topic can be found at http://www.mass.gov/mtrs/0site/0sitemap.htm . Or call the BTU for more information.	If you leave the system prior to retirement, consult the BTU before withdrawing your funds out.
Participation in a 403(b) or a Tax-Sheltered Annuity (TSA) plan	See accompanying article.	Pre-tax salary contributions grow tax-deferred until withdrawn.	See accompanying article.	Vendors walking the halls at your school or visiting you in the teachers' lounge have no special license from the city. Their plans do not operate with any special imprimatur from the city. The vendors are by and large salesman and saleswomen selling a product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy lifetime penalty for withdrawal.

What is a Tax-Sheltered Annuity (TSA)/403.B Plan?

Deferred Compensation Plan (457 Plan), too, a Good, Generally Lower-Cost Alternative

By Richard Stutman, BTU President

The information below is offered because both TSAs (403B) and the Deferred Compensation Plan (457) provide a great tax benefit to school employees. The information below touches on many of the benefits of having a TSA or a 457 Plan, but it is not meant to be all-inclusive. You may want to consult a Certified Financial Planner or other financial professional before making any decisions. Neither the BTU nor the school department endorses any TSA/403.B plan or product or the 457 Plan. A full listing can be obtained through the city treasurer's office at 617-635-4151.

★★★★★

A Tax Sheltered Annuity (TSA) or 403.B plan is a tax-saving/retirement planning device available to school employees that allows one to shelter income from federal taxation and state taxation. Your funds are invested in a financial vehicle (mutual fund, variable annuity, fixed annuity) of your choosing, and they are allowed to grow tax-deferred until withdrawal. At withdrawal, all funds are taxed as regular income.

Under most circumstances a 10% IRS penalty is imposed on withdrawals prior to age 59-1/2. (With some restrictions, loans are allowed in some TSAs prior to age 59-1/2.)

Similar in many regards to a deductible IRA or a 401.k plan, a TSA is generally more flexible.

Here's how a TSA works:

Let's say one wants to save \$50 per paycheck using a TSA. (Incidentally, TSA's must be done through payroll deductions.) Assume the person grosses \$2,000 per paycheck for 26 checks, at an annual salary of \$52,000. Over 26 paychecks this person's TSA will amount to \$1,300. For federal and state tax purposes this person will show an income of \$52,000 - \$1,300 or \$50,700.

In effect, the above teacher has "sheltered" the \$1,300 from federal and state taxation and will be taxed on the \$50,700, not the \$52,000. Assuming a tax bracket of 28% federal and 6% state, the \$1,300 deduction in effect costs the teacher only \$858. Not only that, the interest (or the growth, depending on which savings mechanism you choose to invest in) earned on the \$1,300 will be allowed to accumulate tax-deferred year after year until withdrawal.

Although you are merely postponing

taxes, not avoiding them, this process of tax-deferral works to your advantage by allowing what moneys would ordinarily be lost to yearly taxation to 'work' for you by being reinvested and generating income themselves.

A few last points: The 2011 limit is \$16,500 per year, with an additional 'catch up' \$5,500 for those over 50. In addition, under certain circumstances, there is a lifetime 'catch-up' provision that allows an even greater yearly reduction.

With a 403.B/TSA plan you are required to take a minimum distribution from your account balance, as defined by the IRC, no later than by April 1 of the year after you reach age 70-1/2 or by April 1 of the year following your separation, whichever is later.

It is suggested that you choose a few companies and research each plan by talking to a sales representative. Should you decide that you want to get a TSA, the company representative will provide you with a *Salary Reduction Agreement* that you will bring or mail to the School Department's Payroll Office.

To cancel an annuity, you must write your insurance or mutual fund company, the School Department's Payroll Office, and the City Treasury, Room M-38 Boston City Hall, 1 City Hall Plaza, Boston, MA 02201. Enclose your social security number.

All 403B companies are not created equal. Some companies and the plans they offer are better than others. You are advised to investigate fully before you sign on the dotted line. What's more, some of the companies are *insurance* companies, and their plan offering includes variable annuities, which are insurance products that contain higher fees.

As an insurance product, variable annuities often contain expensive insurance fees for the consumer. It is often said that these plans are 'sold,' not 'bought.' You are advised to investigate the differences in plan costs before you sign on the dotted line. The differences between plans are varied, and include insurance fees, surrender fee charges, and plan design fees. All of these should affect your decision and bear serious investigation. You are urged to consult with an independent financial professional before committing to any plan and any salary reduction agreement.

N.B. A word of caution: Vendors walking the halls at your school or visiting you in

the teachers' lounge have no special license from the city. Their plans do not operate with any special imprimatur from the city. The vendors are by and large salesman and saleswomen selling an insurance product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy lifetime penalty for withdrawal.

What is the State's Deferred Compensation Plan?

Similar in many ways to a 403.B Plan, the State's Deferred Compensation Plan <http://www.mass.gov/smartplan/> administered by Great West 1-877-457-1900. It allows one to place pre-tax money into a tax-deferred account composed of a variety of stock and bond mutual funds. Your account is allowed to grow tax-deferred without being taxed until withdrawal, normally at retirement. The city's contact person is Jesse Brown, jesse.brown@gwrs.com.

In the state's 457 plan all the homework has been done for you, as the state has chosen the mutual funds for you. The funds chosen are both actively and passively managed (index) funds. You choose only how much you wish to set aside and where you wish to allocate your funds. The funds are low-cost and monitored by the state. Again, much of the homework

and monitoring has been done for you.

Unlike loans from a TSA, 457 loans are just about impossible to obtain, as they must meet strict Federal guidelines as to the definition of an 'unforeseeable financial emergency' resulting from specific reasons beyond your control. On the other hand, upon separation from service at any age, one may withdraw funds without an IRS penalty being imposed. Contribution limits are as above with a TSA. As above, too, the 457 Plan has a make-up provision that allows a greater contribution in limited circumstances.

Many other former restrictions of 457 plans have been eliminated under the 2001 tax law changes. The elimination of those former restrictions equalizes many of the former discrepancies between TSAs and 457 plans.

Under the 457 plan, you can set aside up to \$16,500 this year (most people start with a much lower amount) and take advantage of other special catch-up provisions including the over-50 provision at \$5,500. The web page is excellent and has complete information at www.mass-smart.com.

The 457 Plan is subject to IRC *minimum distribution rules*, as is a 403.B/TSA plan.

The BTU will run a seminar on this topic during the school year.

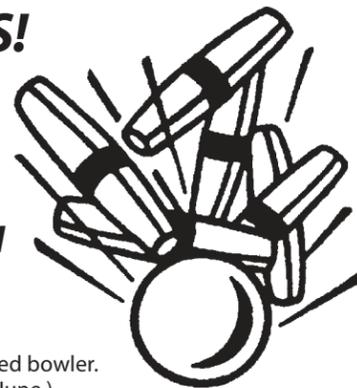
SCHOOL PERSONNEL BOWLING LEAGUE

COME BOWL WITH US!

**Lots of Fun!
Meet Old and New Friends!
Good Exercise!
Time to Unwind and Relax!**

**Monday, September 12, 2011
4 pm at the Boston Bowl
on Morrissey Boulevard**

(It doesn't matter if you're a novice or an experienced bowler. This is a fun league with a banquet and \$ prizes in June.)



**Free Pizza and Soft Drinks on September 12th
(provided by the Boston Bowl)**

**Show Up and Sign Up for Bowling This Year!!!
Cost: \$13.00 per week, includes bowling and dues.
Need more info or questions? Call Judy Zografos 617-842-8273**

Contractual Benefits Package for All Teachers...

(continued from page 11)

Retirement, Tax-Deferred Savings Plans

Participation	Details	More Information	What to Look Out For
Participation in the State's Deferred Compensation or 457 Program	Participation is voluntary; state-chosen vendor, Great West.	Pre-tax salary contributions grow tax-deferred until withdrawn.	Call the BTU for more information and/or Great West at 1-877-457-1900. See www.mass-smart.com or email nicholas.baseel@gwrs.com .
Social Security	Mass. public employees do not pay into SS; employees can, however, accrue SS credits at any time in non-public employment.	Those with SS credits can combine SS pension with teacher (public) pension, but some restrictions and offsets generally apply.	Call the BTU for detailed, written explanation or go to http://www.ssa.gov/pubs/10045.html or http://www.ssa.gov/pubs/10007.html for a discussion of the restrictions and offsets. These are most important topics for those who expect to get some benefit from SS credits.
			Very good plan, with slightly less flexibility than a 403.b, but worth investigating, as the state has done much of the 'homework' for you. Fees are minimal, much lower than in 403b plans generally.
			Log onto http://www.massretirees.com/social-security/index.html for current Social Security for news pertaining to public employees.

Grievance Rights

As a covered member you have a right to an interpretation of any provision of the collective bargaining agreement. In the event of an uncertainty or dispute regarding any provision of the Contract cited above (or any other provision, for that matter), it is in your best interest to call the BTU at 617-288-2000 or speak with a building representative. Also, see www.btu.org

Most contractual disputes are resolved informally. However, in the event an issue cannot be resolved, you have a right to have the BTU proceed with a grievance on your behalf should the Contract support your claim.

A Primer of Rights and Benefits for BTU Paraprofessionals

By Jenna Fitzgerald

BTU Paraprofessional/Substitute Teacher Field Representative

Welcome to the Boston Public Schools. This memo has been written to acquaint you with some of the major benefits and rights that all members of the para bargaining unit enjoy.

Salary Step Placement

If you have college credits, you must submit a transcript (official) the Office of Human Resources in order to receive your correct pay rate. All transcripts must be filed with the Office of Human Resources directly.

Sick and Personal Days

Commencing with the first year of service (following a ninety-day probationary period) and annually thereafter, each September, fifteen (15) days of sick leave shall be granted to each paraprofessional in actual service on or before October 1st of that year. Two (2) personal days are also granted each year. Unused sick and personal days accumulate year to year. You may use personal day(s) for any reason with notice to the building administrator. You need not give a reason for requesting a personal day, and you may take the day(s) anytime you wish. (There are a few minor contractual restrictions regarding the use of personal leave. Consult your building representative for a full explanation.)

A 10-minute break has been added to the paras' workday with the 2006-2010 contract. Also, days are given for bereavement. For a complete list, please consult the contract.

You will automatically receive union mail if you complete and return an application for union membership. Call the BTU Office at 617-288-2000 for an application, or request one from your building representative.

Health and Welfare Benefits

Paras are eligible to partake in benefits provided by the union's Health and Welfare Fund. Major benefits include a dental insurance plan and an eye care center. For enrollment in the plan, call the Health and Welfare Office (located at Union headquarters) at 617-288-5883. Ask for a brochure which gives a detailed explanation of all benefits.

Health Insurance

Health insurance is provided through the City's Group Insurance Office at 617-635-4570. Call that number for more information, or visit at Boston City Hall, Room 807. You have only 60 calendar days from your first day of service to register.

Joining the BTU

All of the above benefits have come as a result of collective bargaining between the BTU and the Boston School Committee.

As exclusive bargaining agent, the BTU negotiates the contract, enforces the contract, and promotes the general welfare of the membership.

As a member of the BTU, you'll also belong to the American Federation of Teachers, Massachusetts (AFTMA), the Massachusetts AFL-CIO, and the American Federation of Teachers in Washington D.C. (AFT). You will begin to receive monthly mailings from the BTU, AFTMA and the AFT.

Joining with nearly 7,000 others makes us a stronger union, better able to help each of us. We encourage you to join. (Consult your building representative for a copy of the contract.)

Credit Union

Paras are also eligible to join the Tremont Credit Union, with offices located at BTU headquarters and at the Braintree Executive Park, 150 Grossman Drive, Braintree, MA 02184. Through the Credit Union you may authorize payroll deductions for savings and checking, arrange for a loan, and take care of many other banking needs. To join, bring \$25.00 and a paystub or a copy of your individual contract to either office and fill out an application. For more information, call 781-843-5626.



Jenna Fitzgerald
Paraprofessional Field
Representative

Union Operations

Our membership meetings are held the 2nd Wednesday of each month at 4 PM at the Union headquarters, Bayside Mall in Dorchester.

Each school has Union Building Representatives, elected to serve the staff in the building in dealings with the administration. The building representative is also the first line of communications between the building staff and the Union office. Many questions can be easily and quickly answered at the building level by asking the building representative.

The Union employs six full-time officers and staff to serve the membership. Office hours are 8 AM to 5 PM. The office is open all weekdays including school vacations, but is closed on state, local and national holidays, the day after Thanksgiving, Christmas Eve and Good Friday. The office number is 617-288-2000.

The Boston Teachers Union provides a variety of services; we encourage you to take advantage of them. If you have any questions, please feel free to call me.

Substitute Teachers Contract FAQ's

9/1/06 – 8/31/10

Salary Schedule*	+2.0%	+3.0%	+3%	+1%	+3%	+1%
(Divide by 7 for hourly rate)	9/1/06-8/31/07	9/1/07-8/31/08	9/1/08-1/31/09	2/1/09-8/31/09	9/1/09-1/31/10	2/1/10-8/31/10
Per Diem Daily Rate	112.78	116.16	119.65	120.84	124.47	125.71
Long Term (After 10 Days)	125.46	129.22	133.10	134.43	138.47	139.85
Long Term (After 25 Days)	227.01	233.82	240.84	243.25	250.54	253.05
Cluster Subs	137.30	141.42	145.66	147.12	151.53	153.05

***Salary Differential** – All substitute teachers who hold an active Mass. Teaching License shall receive a salary differential equal to 3% of the per diem rate.

Per Diem Annual Bonus - **\$1,000.00** after working at least 120 days by end of June. **\$1,500.00** after working 150 days or more by end of June.

Sick Days - Long term and cluster substitutes accumulate one sick day for every 20 days worked. Sick time is cumulative from year to year, provided that the substitute remains a bargaining unit member, and sick time shall carry over upon becoming teachers or paraprofessionals. Per diem substitutes are not eligible to use sick time.

Health and Welfare - Cluster substitutes shall be included in the Paraprofessional Health and Welfare Fund benefit for dental insurance, eye care and legal services and Bereavement Leave. Increased by \$150.00.

Health Insurance - If a substitute works 20 hours per week on a regular basis, he/she may receive health insurance as follows: 75% of the total monthly premiums for the policy selected by the employer including master medical or the equivalent benefits, or 90% of the total monthly premiums for all approved and authorized health maintenance organizations. Sign up for health insurance at Boston City Hall within 30 days of employment, or at open enrollment in April of each year.

Professional Days - Long-term and cluster substitutes shall participate in professional days along with regular teachers/nurses/paras and shall be compensated therefore.

18 Hours of Professional Development - Long term and cluster substitutes will be required to attend the eighteen hours of professional development required of teachers. This time is scheduled beyond the school day and long term and cluster substitutes will be paid for this time.

Application for Teaching Positions - Those substitute teachers who are certified, recommended as a result of central interview, have a letter of recommendation from a Boston Public Schools administrator, and who apply for teaching positions, will be guaranteed up to four interviews. For the central interview, complete a Boston Public Schools Personnel Bulletin that in the past has been issued in November or December of each year. The bulletin is called: "Paraprofessional/Substitute Teacher Applications for Teaching Positions."

Retired teachers who return to subbing shall not be required to take any test.

Welcome Substitutes

You are a member of the Boston Teachers Union with full voice and vote at all membership meetings.

The Union's monthly membership meeting is the second Wednesday of every month at 4:00 p.m. at the BTU. Please participate in your union. You have a Building Representative of the BTU in your school. Please make yourself known.

A "Bi-Monthly Bulletin" from the BTU is mailed to your school with pertinent information for all. Look for it posted in the building, or, you can read it on-line at www.btu.org. You can also have it e-mailed to you automatically by signing up for it on our website.

Your BTU office is open from 8:00 a.m. to 5:00 p.m. every weekday except holidays. The telephone number is 617-288-2000.

Substitute teachers and nurses who work a minimum of three days per week are eligible for health insurance, and this should be obtained within the first 60 days of employment by calling Group Insurance at City Hall 617-635-4570. Cluster substitutes are also eligible for BTU Health & Welfare benefits, including dental insurance, eye care and legal services, and should call 617-288-0500 to sign up.

I am looking forward to working with you in the future.

– Jenna Fitzgerald
Substitute Field Representative

Substitute Retirement Information As of 4/30/10

Automatic 7.5% pre-tax deduction

Part time, temporary or seasonal employees not members of their employer's retirement system are required to contribute a portion of their paycheck into a mandatory retirement plan referred to as OBRA. Your OBRA plan is established in lieu of paying into Social Security, and is established as a 457 plan under the Internal Revenue Code.

OBRA – Contact Nick Baseel of Great West Retirement Services at 1-800-457-1900.

(At termination of employment substitutes can receive cash distribution or roll-over their accounts.)

Contractual Benefit Package for All Paraprofessionals

By Richard Stutman, BTU President, and Jenna Fitzgerald, BTU Paraprofessional/Substitute Field Representative

Salary & Health Benefits

	Benefit	How It Takes Effect	How to Learn More
Salary Step Placement	Step 1 (first three years), Step 2 (after three years), Step 3 (after six years), Step 4 (after nine years).	Step increase takes place automatically through payroll.	See contract, page 201.
Salary Lane Placement	Basic Rate and then Rates with 30, or 60, or 90 or In-Service and/or College credits and Bachelors degree.	Provide H.R. with a transcript of college credits or certificate for in-service credits.	See contract, page 201.
Career Awards	After completion of 9 years of service and increase every 5 years.	Provide Payroll with PS-03 form to receive salary increase.	See contract, page 209.
Substituting for a Teacher	Pay is \$6.00 in addition to regular pay for substituting in his/her regular classroom.	Para must be certified as a teacher or have 10 years' service.	See contract page 193.
Health Insurance	6 different plans, HMO and out-of-network individual and family plans.	You must apply within 60 days of date of hire. Deadline is firm. New dependents must be added within 30 days.	Call Group Insurance office at 617-635-4570 or see contract page 206, or http://www.cityofboston.gov Key word: Health Benefit
Medicare	Anyone entering public employment after 3/31/86 must pay Medicare tax and is eligible @ age 65 provided he/she has 10 years' service.	Employees pay 1.45% of gross wages. Deductions are mandatory and continue with employment.	http://www.ssa.gov/mediinfo.html or call Richard Stutman, BTU office.
Health and Welfare	Includes Dental, Eye Care and Legal benefit.	City pays plan premium, but some benefits have co-pays. Terrific benefit!	Apply at BTU H&W office at 617-288-5883 at start of employment Call BTU H&W at 617-288-5883 or see http://www.btu.hwf.org
Sick Days	Grants paid leave when ill, up to time accumulated.	15 days granted per year; unused days accumulate and have cash value at separation after 10 years of service.	See contract, page 212. See building rep at school, call BTU.
Personal Leave	Grants paid leave for personal reasons.	2 days per year; unused days accumulate. Also, graduation <u>days</u> allowed.	See contract, page 211 or see building rep at school or call BTU.
Bereavement Leave	Grants paid leave under limited circumstances.	Depends of family relationship.	See contract, page 211, or see building rep, or call BTU.
Religious Holy Days	Grants paid leave under limited circumstances	Depends of holiday specifics.	See contract, page 212/160 (over).
Maternity Leave	Grants paid as well as unpaid leave & city continues to pay its share of health coverage.	Paid maternity leave limited by number of sick days accrued.	See contract, page 213.
Leave for Adoption	Grants paid as well as unpaid leave.	Limited to 40 days per school year if you have accumulated days in your bank. (Used to be 30 days).	See contract, page 213/163.
Leave for Family Illness	Grants paid leave for family members' illness.	Limited to 30 days per school year if accumulated, though more can be granted.	See contract, page 163.
Duty-Free Lunch & Break	Grants 30 minutes for lunch plus a 10-minute break per day.	Duty-free time.	See contract, page 200.
Dependent Care Program	Use pre-tax dollars for dependent care.	Apply within 30 days of hire or during open enrollment beginning mid-October.	E-mail Richard Stutman for more information at Rstutman@btu.org or call CPA Inc. @ 1-800-544-2340 or Group Insurance at 635-4570.
Flexible Spending Program	Use pre-tax dollars for out-of-pocket medical expenses.	Same as dependent care above, but additional eligibility requirement of one year's service.	Same as Dependent Care.
Life Insurance	City sponsors plan	First \$5,000 of term coverage comes with purchase of health insurance. 1/2 of premium for first \$5,000 coverage paid by the city; rest paid by employee.	Call 617-635-4570 for more info. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard \$5,000.
Disability Coverage	Public Pension Law grants limited coverage for total disability, none for short-term disability.	Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately.	Call the BTU for more info.

Retirement, Tax Deferred Savings Plans

	Participation	Details	More Information
Public Pension	Participation is mandatory under state law; vested employees obtain a pension at retirement.		See contract, page 187.
Participation in a 403B or a Tax Sheltered Annuity (TSA) plan	Participation is voluntary; 40 plus vendors to choose from. The number of vendors is likely to change.	Pre-tax salary contributions grow tax-deferred until withdrawn.	See contract, page 187. Call City Treasurer's Office @ 617-635-4151.
Miscellaneous			
Job-Sharing	1/2 salary; 1/2 position.	Full benefits.	E-mail: awashington@btu.org See contract, page 195.
Tuition Reimbursement	\$500 per year. Also, Paraprofessional Teacher Preparation Grant Program – Legislative benefit (not contractual).	For paras with 5 or more years of service. State provides financial assistance for a para to become a teacher by obtaining a B.S. degree at a Mass. Public College. Some restrictions apply.	See contract page 209. Call Clantha McCurdy, 617-727-1205 or via e-mail cmccurdy@osfa.mass.edu or see http://www.osfa.mass.edu quick link at top right to "grants"

Retirement Information

By Michael W. McLaughlin

Retirement is governed by Massachusetts General Laws Chapter 32. Your contribution depends upon the date you were hired.

HIRE DATE

Prior to Jan. 1, 1975 5% deducted
 Jan. 1, 1975 7% deducted
 Jan. 1, 1984 8% deducted
 July 1, 1996 9% deducted
 1/1/79 – 7/30/01 add'l 2% deducted for earnings over \$30,000
 July 1, 2001 and thereafter 11% deducted

Members should check their pay stubs to make sure the correct amount is being taken. If there's a mistake, it should be reported immediately by contacting the State- Boston Retirement Board in Room 816 at City Hall. Their number is 617-635-4305. Members can

also contact me directly for information and help with retirement procedures, policy and law.

A simple equation is used to determine your retirement allowance. Your age factor (55=1.5, 56=1.6, etc.) is multiplied by the number of years of creditable service. This yields a percent. Next, average your three highest salaried years and then multiple the percent by that average. The maximum percent is 80%. This amount would be your estimated yearly retirement benefit. Dividing that amount by 12 gives you a good idea of your monthly benefit. These figures are of course all before taxes numbers.

Retirement paperwork can be confusing. So too can be the bureaucracy at the retirement board's office. It's advisable to go into the retirement board 3-5 years before you're planning to retire to get a good faith estimate. Call and make

an appointment with one of the customer service reps. This is also a good idea for members who have additional service outside of the school department as this time can be consolidated or added to your creditable years of service.

As a trustee of the State-Boston Retirement Board I want to extend a welcome to our newest members starting out this year in the BPS. I would also like to offer my time to all our members. Please do not hesitate to call or stop by the BTU office with your retirement questions. Additionally, I am available to accompany you when you go to the Retirement Board in Room 816 at City Hall. I will be hosting two retirement seminars during the school year, one in October and one in March. Look for more information in the *BTU e-Bulletin*.

Grievance Rights

As a covered member you have a right to an interpretation of any provision of the collective bargaining agreement. In the event of an uncertainty or dispute regarding any provision of the Contract cited above (or any other provision, for that matter,) it is in your best interest to call the BTU or to speak with a building representative. Most contractual disputes are resolved informally. However, in the event an issue cannot be resolved, you have a right to have the BTU proceed with a grievance on your behalf should the Contract support your claim.

Without 'U' and 'T', the Union is Non-Existant!

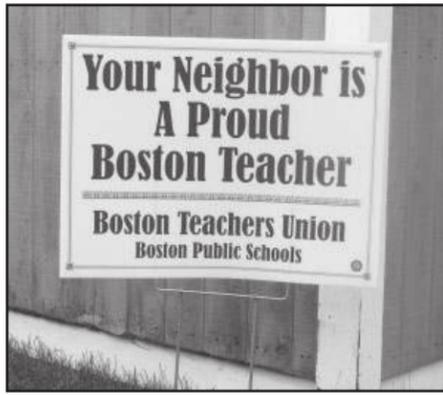
Throughout this edition of the *Boston Union Teacher* you will find charts, lists, and stories from the officers of our union informing you of the good work and advancements of our union. It is good reading and well worth keeping in your desk all year. Think of this newspaper as the SparkNotes version of the BSC/BTU contract: the bear bones and important facts you need to know.

And while this newspaper is informative and the weekly *e-Bulletins* are timely, they are impersonal. A union is a collection of people sharing their thoughts and collectively deciding how best to move forward. If we do not attend the monthly meetings then we are like the student who, upon returning from an absence, asks, "What did I miss?" The simple truth is, we miss a lot when we are not involved.

In the membership meetings we debate, most of the time politely, sometimes a little more lively. But we discuss what is on our minds, in our hearts, and in our futures. It is important for all of us to participate in the monthly membership meetings.

Think of it this way, can a teacher have a lively discussion on a topic when most of the class is away?

Most importantly, we discuss our future. Our future wages and our future terms of employment are but some to



the topics regularly covered. We also bring to light our present problems and how best to fix them. To make yet another comparison to the classroom: How could a teacher possibly know if all the students are benefiting from the lesson if the vast majority remain silent?

And while we do of course "have the right to remain silent," let's not arrest ourselves. We teach our students the importance of good citizenship. We ought to set the example. Otherwise we become like the educated man Mark Twain spoke of who was no better than an illiterate because he refused to read.

And when you come to (at least one of) the membership meetings, please pick up a lawn sign. The lawn sign states that we are proud to be teachers in Boston. We want our neighbors to know that we work hard every day for

our students who are their children.

By increasing our neighbors awareness of who we are and what we do, we can neutralize the bombast and rhetoric in the *Boston Herald* and *Boston Globe*. When the community sees us not as "union" teachers but as neighbors helping their kids, then we can pave the road for smoother negotiations.

I look forward to see you all every second Wednesday of the month.

Have a great year!



Michael J. Maguire

The Teaching Pulse: James Liou

Welcome to The Teaching Pulse

We have all been there.

For many of us, we have been there multiple times and for others, you are now in your formative, first whirlwind of an experience. And the best among us might say that the feeling never changes – that heady mix of anticipation, anxiety and straight hope wrapped into the First Days of School with your new students in your new classes. For what do the first days of school represent, minus the obligatory announcements, paperwork and orientation, if not Possibility with a capital 'P'? These days are the opportunity to lay the groundwork resulting from that intensive summer of individual and collaborative planning, collective years of experience and the enthusiasm that comes from the operating belief that this space, this classroom and school of yours, can and will be someplace special. A place where a difference will be made.

Remember that feeling. Because it is the same one that I hope is reflected in the inauguration of this column you are reading at this moment.

Welcome to *The Teaching Pulse*. This column is about increasing the capacity in the Boston Public Schools and the Boston Teachers Union for teacher collaboration and professional growth through a focus on teacher leadership, education policy and classroom practice. Its core premise is a simple one: if we collectively organize as professional educators, and work to meaningfully involve veteran and younger teachers in school improvement efforts, our students will benefit. I do not believe that we teachers have all of the solutions but I firmly believe that we have some of them. *The Teaching Pulse* is an opportunity to collectively educate ourselves and build a movement towards making them happen in the shifting landscape of educational reform and change in our schools and our city.

In short, this column is intended to be a mechanism to invite and involve, as well as to develop and share responsibility, towards owning the conversation regarding education reform and continued improvement of our classrooms and schools. It is a space for us to connect with each other and with others in the larger community invested in public education.

Here are the guiding questions that will drive the content and conversation in this column:

- How can teachers in the Boston Public Schools model, facilitate and practice a collaborative relationship between labor and management that is focused on students, given the current context and climate of fiscal tightening, accountability and national 'anti-teacher' rhetoric?
- How can we build membership interest, involvement and investment in the Boston Teachers Union as an organization invested and focused on teaching and learning in the classroom?
- What local, statewide and national policy initiatives should we teachers be

aware of and what are practical ways and avenues to influence and implement those policies?

Ambitious. But totally reasonable if the conversations I have had over the years with a number of hard-working, inspired and inspiring teachers (and yes, a number of administrator and district leaders, too) is any indication. Those who are driving education policy in many ways have co-opted the word "reform". But reform and change do not have to be dirty words, particularly if teachers, teacher leaders, concerned parents, and our representative organizations are involved and providing leadership to make them happen.

Who am I and why am I starting this column?

I currently work as a teacher on assignment in the Peer Assistance program, a joint partnership between the Boston school district and the Boston Teachers Union to provide collegial, confidential and non-evaluative support for permanent teachers across the city. I have seen a lot of schools and a lot of classrooms in the city. I have always worked really hard at being a good teacher and over the last few years in particular, I have benefited immeasurably from opportunities to collaborate and connect with others in BPS and beyond. That's exactly what I hope comes out of this column – an enlarged capacity within the BTU and BPS for teacher development, education, conversation and growth. All of these are processes and outcomes that stem from a fundamental belief that we are professionals. I believe in the promise and work of public education, I believe in the importance of a strong and active teachers union and I believe that now, especially now, it is important that all of us enter the conversation and make it our own.

What is next and what can you do?

As a new column, just as in preparation for a new class, I am thrilled by the possibilities. But most importantly, beyond the core questions presented earlier, I believe it is important that the structure should respond to what the BTU membership would find most useful and compelling. Visit the Teaching Pulse website at www.theteachingpulse.org where I will post the ideas that I currently have in mind. Write a comment or send me an email and let everyone know what you think. And based on what I hear and the conversations we have, we will go from there. The website and this column are for all of us.

Have a wonderful beginning of the school year and make these first days count! I know it is busy. But make the effort and I think we will have something special going. See you online and in the next edition of the *Boston Union Teacher*.

(James Liou is a Peer Assistant in the Boston Public Schools.)

In Solidarity We Have Strength, Without It We Are Victims!

Allison Doherty-LaCasse made the following remarks on August 4, 2011 at a public rally in Boston in support of the IBEW and CWA strike against Verizon.

★★★★★

"In this current anti-worker climate, both public and private sector workers are being blamed for today's economic disaster, and I, quite frankly, am sick of it. The fat cat teachers, the opulent custodians, the affluent Verizon workers are bankrupting the system. Meanwhile, poor Verizon made \$24.4 BILLION dollars in the first half last year and paid a whopping \$0 in income taxes. The CEO of Verizon makes \$55K per day ~ however, the company can't afford to give their workers a fair and equitable contract!



"The rich corporations, such as Verizon, are reaping the benefits of their workers while telling them they don't matter. Verizon has 112 concessions on the table - freezing pay, cutting Veterans' Day and Martin Luther King Day, killing their employees' future by eliminating pension and making health care unaffordable are to name just a few. They are killing the American dream. They are killing the middle class. The middle class IS America and UNIONS are the voice of the middle class.

"Frank Lloyd Wright once said: "If capitalism is fair, then unionism must be fair. If men and women have a right to capitalize their ideas and the resources of their country, then that implies the right of men and woman to capitalize their labor."

"Verizon and corporate America are capitalizing on the backs of working people. It is up to us to capitalize on our labor. We do that by standing in solidarity. Verizon has the money, but that does not mean they have all the power. Power goes into two categories, those who have the money and those who have the people. Public and private sector unions must stand in solidarity, we must organize and empower other union members, and educate our families and our communities.

"We (teachers) are a public sector union. We don't generate the capital that corporate America does. But we certainly can't stand by and say, 'That isn't our union' or 'They have better healthcare than we do, so I am unsympathetic.' We cannot fall into the mantra of 'If I don't have it, they shouldn't have it.' Isn't that what the general public says about us?

"Everyday public and private sector unions are losing ground, losing power, losing rights. We cannot stand by and only focus on us. We must get involved in the entire plight of the labor movement. We are One. In solidarity we have strength, without it we are victims."

(Allison Doherty-LaCasse teaches Special Education at the Urban Science Academy at the West Roxbury Educational Complex.)



Thirty members of the Boston Teachers Union marched to the Save Our Schools Rally on July 30th in Washington, DC.

— Photos by Debra Price, Sharon Abraham and Seth Petersen



Brighton High School teacher Karen McCarthy.

Retired teacher Paul Tenney at the Save Our Schools Rally in the Nation's Capital.



A graveyard at Save Our Schools shows what is being lost in our schools.



Jessica Tang and Garret Virchick sporting the latest summer fashion at the Save Our Schools Rally.

Save Our Schools March and Rally in Washington, DC

By Garret Virchick

Last school year, the membership of the Boston Teachers Union voted to endorse the Save Our Schools March and Rally on July 30th. As a result 30 members of the Boston Teachers Union took time off from summer vacation to come to DC. We were veteran teachers and provisional teachers. Substitutes and retirees. Marching behind our banner were other teachers from Massachusetts schools as well as graduate students from local colleges and other supporters of public education from the Commonwealth. Joining with protesters from around the country energized us and deepened the commitment we all have for the struggle to save public education.

To reach out to the membership we employed weekly announcements in the e-bulletin and utilized social networking on Facebook. We put signs up in the schools and used word of mouth. At a May conference of social justice educators organized by the Teacher Activist Group-Boston we handed out fliers and also made a pitch at a mid-July showing of *The Inconvenient Truth About Waiting For Superman* that TAG-Boston organized. This organizing meant that the Boston Teachers Union contingent was probably the second largest Union contingent at the rally, after the Milwaukee/Wisconsin contingent who had been organizing against the largest attack on working people since January.

The support of the Executive Board helped our organizing. The E-Board voted to reimburse members up to \$200 for travel expenses to the event. Because of this support some members were able to fly down for the march and fly back that evening, avoiding the 16-hour round trip bus ride to DC.

To help organize the contingent we also held a sign making pizza party at the union hall. Our creative juices were flowing that day with signs that said "Save Our Schools from Arne Duncan: The Education Deformer", "Public Sector = Public Good", "Those Who Can Teach - Those Who Cannot Pass Bad Laws About Education", and about 25 others. As we marched through the streets of Washington these signs, all with the heading Boston Teachers Union at the top, gave out contingent a very visible presence.

Many speakers at the rally lashed out against the relentless attacks on public schools and public school teachers. Taylor Mali, slam poet and veteran of 9 years teaching history in the classroom, entertained the crowd with his biting satire. Jonathan Kozol and Diane Ravitch gave us an historical perspective of these current attacks on public education. Former

BPS principal Debbie Meier spoke out against the deleterious effects of testing on children. A delegation of Wisconsin teachers shared information on their efforts to beat back the attacks on the public sector. An impassioned plea by a Texas superintendent, John Kuhn, electrified the crowd.

The last speaker was Massachusetts own Matt Damon, a product of the Cambridge Public Schools. Introduced by his mother, Lesley University Professor Nancy Carlsson-Paige, Damon spoke out for a quality public education for all children. He told us that he had incredible public school teachers growing up that were empowered to teach him, free from the mindless testing that has come to dominate schools. "This has been a horrible decade for teachers. I can't imagine how demoralized you guys must feel. As I get older I appreciate more and more the teachers I had growing up. The next time you are feeling down, or exhausted, or unappreciated, or at the end of your rope. The next time you turn on your TV and see yourself being called overpaid. The next time you encounter some simple minded punitive policy that has been driven into your life by some corporate reformer who has literally never taught anyone anything. Please, please, please know that there are millions of us behind you. We love you, we thank you, and we will ALWAYS have your back."

Save Our Schools is not the end of this fight. It is the beginning.

(Garret Virchick is a member of the Executive Board of the Boston Teachers Union.)



Teachers and supporters of public education from all across the country came to the Save Our Schools Rally in Washington, DC.