What is the Boston Teachers Union? Who, What, When, Where...

Contractual Benefit Package For ALL Teachers

10

How Long is the School Year?

BOSTON TEACHERS UNION, LOCAL 66, AFT

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The Award-Winning Newspaper of the Boston Teachers Union

AFT Local 66, AFL-CIO • Democracy in Education • Volume XLV, Number 1 • September, 2012

A Welcome Back Message from the BTU President

By Richard Stutman, BTU President

Welcome back. We hope you've all had a restful and enjoyable summer. Today each school will have set aside a 30-minute block of time to go over some of the material in the current edition of the Boston Union Teacher. We negotiated this block of time nine 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.

you. We encourage each of you to review this newspaper at your leisure. We cannot overstate the need for all staff, and in particular new staff, to understand your basic rights and benefits. For new staff in particular, some items – such as taking advantage of the flexible spending plan or understanding class size limits – are time sensitive, so you may want to read up on these sooner rather than later. Of course, there's alot of information to digest and you will not digest it all today, but please keep

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.

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

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 this is being written in mid-August, we are five months into a state-sanctioned mediation process as both sides try to hammer out a mutually agreeable contract

settlement that will be in place for the next four school years. Our goals are straightforward: The BTU seeks a contract that is good for children, affordable to the city, and fair to our members. As this process proceeds after some two years of negotiations that not led to initial success, we continue working on an expired contract, which remains in full force. You should have by now picked up a contract (orange cover). If not, please call the BTU office (617-288-2000) or speak with your BTU Building representative.

As the school year begins, we wish **Dr. Carol Johnson** well as she begins her sixth year as superintendent. She faces a daunting task, not unlike one that faces all other urban superintendents: how to manage alarge school system with diverse needs and 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 Department this season as we negotiate some tough issues, both parties will try to maintain a cordial working relationship as we seek to improve our schools.

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 <u>www.btu.</u> org). We hope to see you at an upcoming meeting. We also send out weekly email bulletins, a monthly newspaper, and periodic mailings. To sign up for our email list serve, if you haven't already, please log onto www.btu.org and see the beige box upper left. The email list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential. You will receive the monthly newspaper as well as periodic mailings upon our receipt of your membership application form, which can be obtained from your BTU building representative. Our seven full time staff maintain office hours every day, and our office is open from 8:00 a.m.-5:00 p.m. every day excluding legal holidays.

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.



Richard Stutman BTU President

The best way to keep updated is to join our email list serve at www. btu.org. 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 seven years ago, and today are proud to be co-sponsors of this terrific activity along with

the mayor's office and the school department. Formore information, please contact <u>bchaney863@aol.com</u>.

A couple of bookkeeping items:

If you are a new member, please fill out a membership application card, which you can obtain from your building rep. A membership application card will also be mailed to all new members. Please complete it and give it to your building rep., who will return it to us. To disseminate information quickly, we rely heavily on our email list-serve, which currently has 9,500+ members signed up. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential.

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 year. The BTU is deeply committed to fulfilling its mission to represent our interests, to improve our schools, and to raise the standards of our profession. We will accomplish these worthy goals by working together. 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.

As always, your school BTU building representative or the BTU office (<u>www.btu.org</u> or 617-288-2000) can provide further assistance and detail.

Performance Evaluation

By Patrick J. Connolly, BTU Executive Vice President

Back to school sales are in full swing, teachers and students alike are purchasing school supplies and preparing for the start of another school year. Young students wonder if they will fit in with their new classmates. For many a new school to attend brings a mixture of excitement and concern. The same holds true for both new and veteran teachers. Every new student awaits the teacher with promise and potential. Our job is to unlock the promise and help them to reach their potential. Our success in their achievement will probably be reflected in our performance evaluation rating.



Patrick Connolly BTU Executive Vice President

In the school year 2012-2013, the BPS plans to evaluate each and every licensed educator. Gone is the practice of evaluating half the faculty each year. Gone also are the procedures and timelines that we have been familiar with for many years. There no longer is an interim and year end evaluation. The provisions of 20-50 or 30-60 days between evaluations are history. In short, forget the contractual language of the 2006-2010 Collective Bargaining Agreement.

The new regulations from the Department of Elementary and Secondary Education (DESE) provide for four categories of performance ratings: Exemplary, Proficient, Needs Improvement, and Unsatisfactory. Each rating brings with it an individual educational plan for each educator. Plans

are different for Teachers with Professional Status and for those with Developing Status. Educators will now be required to prepare a self assessment and to develop specific goals for the year. These goals may be team goals, based on grade, content area or cluster in some cases. This plan must then be approved by the principal (continued on page 4)

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 3,000+ 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 9,800-member list serve:

Go to http://www.btu.org, upper left (beige) is sign-up box.

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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 John Allocca Erik R. Berg Robert P. Carroll Allison Doherty-Lacasse Cheryl L. Kelly Michael J. Maguire James "Timo" Philip **Jessica Tang** Mary Ann Urban **Garret Virchick** Eileen Weir Alice Yong

The BTU Officers and Staff Richard Stutman, President rstutman@btu.org Pat Connolly, Vice-President

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mmaguire@btu.org Garret Virchick, Co-Editor, Boston Union Teacher gvirchick@btu.org

> -Richard Stutman, BTU President

Solution-Driven Unionism Needs Your Input!

By Michael J. Maguire

hroughout this edition of the Boston . Union Teacher you will find charts, lists, and stories from the officers of our



Michael J. Maguire Co-Editor of the **Boston Union Teacher**

facts you need to know.

year. Think of this newspaper as the

SparkNotes version of the BSC/BTU contract: the barebones and important

Andwhilethisnewspaperisinformative

and the weekly e-Bulletins are timely, they

are impersonal. A union is a collection of

people sharing their thoughts and collec-

tively 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

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

a lot when we are not involved.

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?

In this new school year we have three very important matters to discuss/share

How We Vote

In June, 2012 the membership debated Lchanging the way the union holds internalelections. Presently we vote in person at the BTU Hall (185 Mt. Vernon St, Boston, MA 02125). A motion had been made to switch to mail-in ballots.

After more than an hour of debate, the membership expressed a desire to keep in-person voting but also wished to add an absentee-ballot option. This hybrid motion will be voted upon by the membership at the first meeting of this new school year: Wednesday, September 12, 2012.

In order to vote "yea" or "nay" on the motion, you must be present.

Contract Negotiations

Thile the union has a negotiating team who works on our behalf, any decision on adoption or rejection of the agreement is open to all of us. "The union" does not ratify new wages and conditions, we do...and we do so in person at union

New Evaluation Tool

Ttate law has mandated a new evaluation tool. The BPS itself admits that there will be "bumps" in the implementation. In ordertolearn how the new tool is to be (and not to be) used, attend the membership meetings. At these meetings you will hear from the union officers the latest information on this and other topics. You can also ask questions and meet colleagues dealing with situations similar to yours.

In summation, there is great camaraderie at the meetings that you can't get from an emailornewsletter. Ilook forward to see you all every second Wednesday of the month and wish you a great start to your year!



Teachers discuss the motion to change "How We Vote".

Must Elections be Held for BTU Building Reps and/or School Site Council Members if the Number of Candidates is Equal To or Less Than That Allocated?

Yes, according to the BTU by-laws, elections must be held. Running elections allows for write in candidates promoting increased participation and capacity building within our union. Many times in buildings with long time BTU Reps, people assume it's pointless to run even if interested because it is unlikely they'd win. Even if that likelihood is the case, getting their name out there allows for increased interest in the positions on the ballot as well as for future elections, committees, etc. It is in the membership's best interest to have more people being mentored to familiarize themselves with a variety of roles for teacher leadership in schools and within the BTU. Without active participation, rights and benefits we have long fought for will steadily erode. We cannot sit back and rely on some one else to stand up in our stead. We all must do our collective part in order to remain strong. We can only be divided and conquered or isolated and bullied if we don't support each other. If each one of us decides to take on a small piece of what needs to be done, there'd be a more empowered membership, stronger communities in our schools, and a better educational environment for our kids. While it is sometimes difficult to stand up for what we know is right, it is far more difficult in the long run not to have done so.

Health Insurance - When Do New Teachers Sign Up, When Can We Change Our Plans, What If Someone Gets Rebired or Returns From an Unpaid

ity 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.

What Are the Primary Responsibilities of the BTU and With Which Groups Are We Affiliated?

The BTU is the exclusive collective bargaining agent for the BPS's approximately 7,000 teachers, other nonadministrative/management related service providers, paraprofessionals and substitute teachers. The Union also represents over 2,600 retired BTU members. The BTU promotes public school education, its importance in a democracy and the continued improvement of its quality as well as the growth and quality of our profession. The Boston Teachers Union negotiates and enforces the BTU/BPS collective bargaining agreement [CBA/ contract]. The Union assists in providing the best education we are able for the approximate 65,000 students in the BPS while working with the greater school community to help insure the same. The BTU represents our membership in issues related to their professional work, including answering job related questions and assisting in job-related matters. The Union works politically through the Committee on Political Education [COPE] to assist in electing pro-public education, pro-labor, pro-kid, pro-social justice candidates. Due to federal and state law, COPE is a separate entity within the BTU devoted to supporting candidates and initiatives that are pro-public education and pro-labor generally through a specific process set out in our bylaws.

The organizations with which the BTU is affiliated and pays dues to are: the American Federation of Teachers [AFT] - our national federation- as well as with the Massachusetts AFT [formerly the MFT] which is our state federation; the national and state AFL-CIO; and the Greater Boston Labor Council [GBLC] – a group of state federations or 'state feds' of various labor unions within the greater Boston area that form an alliance primarily related to political and social justice issues. We are all connected working for working people, their families, community, and our collec-

Do BTU Building Representatives get any time during the school day to get some of their union work done?

The contract states, The Conding Representative in each high school The contract states; "The Union Build-

The First Meeting of the Year Will Be Held on Wednesday, September 12th 4:00 pm at BTU Hall

and middle school shall be allowed one administrative period per week for conferring with teachers on grievances or associated matters. The Union building representative in each elementary school shall be allowed 45 minutes per week during administrative time for the purpose of conferring with teachers on grievances or associated matters." This amount of time is generally not sufficient to perform all of the work entailed in being an effective BTU Rep, however, it is time which has been contractually agreed to and is the BTU Reps right to insist upon being included in their school site work schedule.

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

ata 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 (orange) contract book 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 teacherforthis 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.



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
Tremont Credit Union	781-843-5626

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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

All copy should be e-mailed to gvirchick@btu.org and mmailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-mailed-to-ma

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School Site Councils – Shared Decision Making Get Empowered!

by Caren Carew, BTU Secondary Field Rep.

Cchool Site Councils (SSC) in the BPS Tare an opportunity for teachers, parents, students, administration, and the entire school community to have voice and vote in making decisions and having input into major components of the schools' functioning and direction. While all schools in Massachusetts are mandated to have School Site Councils 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.

Get empowered – knowledge is power. The BTU & BPS have set the following dates for SSC training that all elected SSC members are invited and encouraged to attend. This is an interactive process that brings SSC members from attendees to active informed participants. These workshops will be held at the BTU.

- SSC TEAM training: Saturday, November 3rd, 8:30 am - 1:00 pm, includes breakfast & lunch.
- SSC 101 SSC Intro overview: November 8th & repeated November 15th; 5:00-7:00 pm; refreshments.
- SSC 102 Budget Basics: November 27 and repeated December 4th; 5:00-7:00 pm; refreshments
- SSC 103 Building Consensus: December 13th; 5:00-7:00 pm; refresh-

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 BPSSSC 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.



Caren Carew Secondary Field Rep.

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 keep-

ing 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&BPSOffice 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!

Write for the Boston Union Teacher

The Boston Union Teacher is the award-winning newspaper of the Boston Teachers Union. Last year we won five awards from the American Federation of Teachers Communicators Network, including 1st place for Best Publication. 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 teacher union periodicals in the country.

The Boston Union Teacher strives to keep our membership informed of important issues facing our members, their families, and the greater community concerned about issues facing the Boston Public Schools. 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 at gvirchick@btu.org or Michael Maguire at

We hope you have a successful 2012-2013 school year.

Michael Maguire and Garret Virchick, Co-editors, Boston Union Teacher

Letter to the Editor

What Has the Union Done for Me?

Dear Boston Union Teacher,

Sometimes people ask, what has the Union done for me? Here is a story to tell vou some things the Union did for me.

Recently the Massachusetts Legislature enacted pension reform which included a provision for credit for maternity benefits prior to 1975. The requirements were retirement by 9-1-2000, at less than 80%, and birth certificates and proof of leave.

An official at the retirement board wanted specific dates of beginning and ending leaves. I tried to explain there was no such thing as a "maternity leave" in the 1960's. The rule was the teacher was to tell her administrator as soon as she knew she was pregnant. And that was her last day. There was no discussion about the teacher working a certain length of time and then taking a specified leave. She cleaned out her desk and left. The teacher could return after the birth when the doctor's letter

deemed her fit to return to teaching. As a result pregnancy was hidden as long as possible.

Sick time also didn't exist. If you took a sick day you were docked a half day's pay. Tehre was also no lunch hour. You ate in the classroom with the children. When they went to recess you went with them. There were no paras, no lunch mothers, and no specialists.

My first year teaching I had 42 nailed down desks. It was a first grade and children were required to be in first grade two years before being tested for special education. Eleven of the 42 were repeaters.

So here are some basics the Union has done - Decent salaries, five P & D periods a week, duty-free lunch, class size limits. And these are most basic things we take for granted.

Thank you BTU!

- Eileen Padua, Retired BPS teacher

Performance Evaluation...

(continued from page 1)

or headmaster in most cases. The plan may also be sent back to the educator for revision before approval.

One of the most important aspects of the evaluation process is the collection and recording of evidence pertaining to the teacher's progress in meeting the performance standards the goals of the plan. This evidence may come from announced or unannounced observations and from studentperformance on multiple measures. MCAS data is another source of evidence. The recording of this evidence will be done on an electronic system which each educator will have. Evidence may be entered by both the evaluator and the educator.

Each educator should be aware of what their rating is at the start of the school year. The category determines the type of plan and the length of the plan. Changes can occur during the year. Each educator must keep abreast of their own information on the new system. Notices will be sent out electronically when information is entered into the system. It is very important that members monitor their plan on this system. Aformative or Summative evaluation will be given at the end of the plan cycle and then the cycle begins again. It may be a one or a two year plan, but the evaluations will continue.

Since Boston is a Turnaround District, this process will start this September and all other districts will follow in 2013-2014. Statewide, the Turnaround Schools used this system during 2011-2012. For individual educators, it means being an active participant in the evaluation process.

What does the contract say about this new process? As of this writing (8/15/12). talks continue to work out a complete contract including language on performance evaluation. This task may or may not be completed by the start of the school year, but the evaluation system is being implemented in some form by the BPS. The BTU will continue to negotiate for a fair and equitable evaluation process.

The BTU in conjunction with the BPS has run several workshops this summer to help explain the proposed new system. This effort will continue once school starts. There will be two workshops offered in September. One will take place on September 18 from 3:00-6:00 pm at the BTU Hall. The other is September 20 from 4:00-7:00 pm at the BTU Hall. Check the E-Bulletin for registration information. The BTU will assist members with this new process.

Questions and concerns are certain to arise for both new and veteran teachers. If I can be of assistance, please contact me at bconnollv@btu.org. I wish all teachers. students, paraprofessionals, nurses and substitutes a successful and productive year.

Faculty Senates: A Union Membership Responsibility

By Michael W. McLaughlin, BTU Elementary Field Rep.

Paculty 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



ties. A section Michael W. McLaughlin titled Faculty Elementary Field Rep.

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. 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

- FACULTY SENATE GUIDELINES -

<u>Purpose</u>

The Faculty Senate shall:

- 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

- 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.
- All Building Reps. are automatically members of the Faculty Senate, but should be elected as Building Reps. separately.

Eligibility for Voting

- 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.

- 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
 - 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.
- 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.

of the faculty senate. If you or your school needs help setting up a faculty senate, email me at *mmclaughlin@btu.org*.

Faculty Senates

Paculty Senates may be formed in each school building and shall meet once every 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, Kindergartenteachers, 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 recog-

nized 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. biweekly.

Class Size Maxima 2012-2013

Regular Education

Mildergal tell – Grade 2	44
Grades 3 - 5	25
Grades 6 - 8	28
Grades 9 - 12	31
Grade Combinations (Elementary)	22
Industrial Classes	

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.

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 over the Class Size Maxima, the teacher will receive \$300, and for two students \$600.

Special Education

Resource Room	10
With One Para	12
With Two Paras	16
Early Childhood	6
With One Para	
	0
Substantially Separate	8
With One Para	12

Some very specialized classes, e.g., Lab Cluster, may have a smaller class size.

School Environment

By Michael W. McLaughlin, BTU Elementary Field Rep.

I syour school showing signs of disrepair? Do your allergy and flu like symptoms disappear in July and August? Are there visible signs 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. You can take action if you suspect your school has environmental problems. 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 school groups as possible. Administrators, custodians, teachers, cafeteria manager, after school director and community school 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 (clean-

(continued on page 14)

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

Aschool-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

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DONATIONS WELCOME BAFFLE

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 addressing 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 <u>maximum of 6 SPED students</u>. 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.

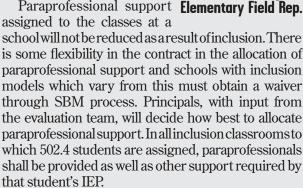
Schools that adopt an inclusion model which changes the way that resource rooms are configured or changes the way that resource room services are delivered must follow the procedures for and obtain a waiver through the SBM provisions. Classrooms with mainstreamed

FFLES FUN FOOD PRIZES MUSIC

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



Michael W. McLaughlin

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 para-professionals 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.



Cancer Fundraiser & Welcome Back Party

Friday, September 14th • 3-8 pm BTU Hall



Peer Assistance Program

By Michael W. McLaughlin, BŤU Elementary Field Rep.

s part of the 2006-2010 collective Abargaining 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

The First Meeting of the Year Will Be Held on Wednesday, September 12th 4:00 pm at BTU Hall

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.

Because It's Good Politics: Angela Cristiani, BTU Political Director

What's The Deal With **Political Action?**

Dolitical action ensures that policies, decisions, and issues directly affecting public education are portrayed in a positive light and reflect the educators' voices.

Why is political action a must for us?

T's very simple: our elected officials make key decisions that impact educators, education, our students and their families. In

addition to voting to fund our contract, our elected officials determine legislation that impacts pensions, health care, professional status, and our students' educational.

Education



Angela Cristiani **BTU Political Director**

reform seems to have a new meaning every day. Somewhere along the way, being a member of a teachers' union has become synonymous with being an obstructionist.

Political Action can help us change that gross misrepresentation of who were are and of what we do.

Why and how does the BTU make endorsements?

he BTU's Committee On Political Education (COPE), who are nominated by the BTU President and subsequently approved by the Executive Board and the membership, recommend candidates who advocate for public education and who will vote to support all those issues that we hold dear. COPE meets regularly and makes initial recommendations for endorsement.

A 2/3rds vote by COPE is required in order to send a recommendation to the Executive Board, who, by a 2/3rds vote, then sends the recommendation for endorsement to the entire BTU membership. If the recommended candidates then receive a 2/3rd vote at the membership meetings, they are then officially endorsed.

Federal and state laws restrict the use of union dues for political action. Consequently, members are asked to voluntarily contribute monies. The recommended contribution is \$1.00 per pay period for teachers and \$0.25 per pay period for paraprofessionals. A record of COPE monies will be made available to the membership following a final election and is reviewed by 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 in your BTU contract as each serves as the detailed source for this article.

How can you be involved?

Tolunteer on a campaign for one of endorsed candidates! This year's Primary Election is Thursday, September 6th. The Final Election is Tuesday, November 6th.

Our endorsed candidates need help from our members from now through Election Day. The volunteer opportunities are endless! Each candidate will welcome you and will work with your schedule so that your volunteer activities match your interests. Please contact the BTU office at 617-288-2000 or contact acristiani@btu.org to volunteer and to get regular campaign activity updates!

osta House Party! What better way to Hosta House Fairly: What Seed officials and get to know our elected officials and for them to get know us than by hosting a house party? 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 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 our Commonwealth.

Volunteering to work 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 school educators, pro-public school children, and benefits our retirees. (Remember, you are a future retiree!) Continue to check the BTU weekly E-Bulletin for updates on pertinent bills that affect all our members.

What's good for teachers is good for students and their families. Our collective voice can, and does, make a difference.

Getting involved in political action is everyone's responsibility!

A Vibrant Union is a Strong Union – Join a BTU Committee

By Garret Virchick, Co-Editor, Boston Union Teacher

In the labor song Solidarity Forever the refrain ends with the words "For the Union makes us strong". Those of you who have been active in the BTU or in other unions know how true these words are. For those of you who are joining a union for the first time it is important to understand that although there are full time elected staff that represent your interests every day it is impossible to do that work well if not for the many people who volunteer

their time to keep the BTU strong.

One of the ways you can contribute to the collective life of our Union is by joining a committee or supporting the work they do. One of the strongest and most vibrant committees is the Retired Teachers Chapter of the Boston Teachers Union. They are active politically on Beacon Hill tirelessly working to insure that life after teaching is a secure life with fair and adequate pensions, quality affordable health insurance, and most importantly-dignity! They often hold lobby days at the State House as well as social events and fund raising events. Even if you aren't retired yet...or not even close to thinking about it...consider attending one of these events. Besides supporting



Garret Virchick

the committee you can learn a lot about the history of the BTU.

The SPED faculty senate is another committee that works tirelessly to advocate for those students who require special needs. In this era of continuous cutbacks it is important that our Union have a strong voice in standing up for what is right and just for students who deserve an equitable and quality education.

The Nurses Faculty Senate is also a committee that meets regularly to discuss the health issues facing our students. It is the School Department that is responsible for insuring that schools are adequately staffed and supplied to meet the health needs of our students. It is the mission of the Nurse Faculty Senate to make sure the school department is informed when making those decisions.

Last year the Women's Committee held their first Women's Rights Breakfast and honored City Councilor Ayanna Pressley for her work. Many of the teachers active in the Women's Committee have attended the WILD (Women In Leadership Development) conference and connected with other women around Boston standing up for women's rights. It wasn't too long ago that women had to inform their principal the moment they knew they were pregnant and leave the classroom. So think of the immortal words of Sojourner Truth, "Ain't I a Woman!" and also think of joining the Women's Committee of the BTU.

The current political trend around the country is to demand greater control of the running of schools for administrators. The Professional Issues Committee of the BTU knows that teachers deserve a voice in our schools work. The current committee recently won an Innovation Grant from the American Federation of Teachers and is looking to take on new challenges as well.

We are a school system with over 130 different schools across the city. The BTU Social Committee works to bring us all together. Not only do they help coordinate social events like the start of the year, holiday, and end of the year parties. They also coordinate our fund raising efforts like the benefit for Rosie's Place. Coming together as a union means making sure we know each other. Join the Social Committee and also support the work they do by bringing your colleagues to one of the events held during the year.

The BTU also holds elections for office every two years and it is the responsibility of the Elections committee to coordinate this. This school year is an election year and the committee will be looking for volunteers for our elections at the end of the year.

Remember. It is not the union. It is **OUR UNION**. Become active and join a committee this year.

Kristen Pinto, chairman of the Elections Committee addresses a Membership meeting.

Get Involved in OUR Union!



James Liou of the Peer Assistance Program presents a motion before BTU members.



We have come a long way in 48 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:

48 Years of Contractual Gains

2003

2004

2006

2007

	70 Teurs 01 Cor
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
	, , , , , , , , , , , , , , , ,

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 getfull 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

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.

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.

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-present

Negotiations commence for a successor contract.

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, 2012. All web pages referred to are accurate as of August, 2012.

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. At the same time, however, all topics listed below are in full force and effect as of 9/1/12. Our current agreement expired on 8/31/10, and its features continue until a successor agreement is reached. We will, of course, keep you posted as to developments.

Salary & Health Benefits

	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. <i>Not necessarily retroactive</i> , so do not delay in filing.	See <u>www.btu.org</u> , 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 handdelivered as the lane change <i>may</i> be 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%20 The Steps.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.				
Health Insurance	6 different plans, PPO, POS, HMO	You must apply within 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.btuhwf.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. <i>Last year's circular</i> is available at http://bostonpublicschools.org/files/HRS-PP03%20Tuition%20Reimbursement%20BTU%20 Members.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.			
Performing Arts Teachers	Perf. Arts, theater, music, drama, and choral group teachers can get \$1,600 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; <i>excellent tax benefit</i> . 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%20 Flexible%20Spending%20Account %20&%20%20Pre-Tax%20 Transportation%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://boston publicschools.org/files/HRS-PP16% 20Flexible%20Spending%20 Account%20&%20%20Pre-Tax%20 Transportation%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&%20W20Pre-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.			
Life Insurance	City sponsors standard \$5,000 term insurance plan and city vendor sells additional coverage.	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 information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard \$5,000.	Beware of insurance salespeople 'popping into' 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.			

	Benefit	How It Takes Effect	How to Learn More	What to Look Out For
Disability Coverage	Public Pension Law grants <i>limited</i> coverage for total disability, <i>none</i> for short-term disability.	Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately.	Board Web Page at http://www.mass .gov/mtrs/2members/20active/20 disability.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 <i>class size</i> fact sheet. See elsewhere in newspaper.	Contract pp. 39-42; 44-45, speak with BTU Building Rep.; call BTU at 617-288-2000 or visit here at http://www.btu.org/member-resources/file-class-grievance/form/	Do not procrastinate!	
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; <i>new item</i> – used to be three.	Contract pp. 159-163; see building rep. at school, call BTU.	Your reason for taking a personal day is <i>personal</i> 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 call the BTU office at 617-288-2000.	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 5th 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

	<u> Reitrement, Tax-Dejerrea Savings Plans</u>						
	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/0sitemap/0sitemap.htm, Or call the BTU at 617-288-2000 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.			
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 jesse.brown@gwrs.com .	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. Terrific option with many similarities to a 403b.			
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.	Log onto http://www.massretirees.com/social-security/index.html for current Social Security for news pertaining to public employees.			

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 of TSAs 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 taxdeferred 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 59½. (With some restrictions, loans are allowed in some TSAs prior to age 59½.) 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 taxdeferral 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 2012 limit is \$17,000 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 ½ 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 seri-

Are You Active in the Community? Join the Community Advisory Board

ast year the Boston Teachers Union a mosque, a temple? Are you active in a initiated our Community Advisory in building a better Boston and great public schools. The initial meetings that were called were well attended with between 40 and 50 teachers and representatives from different organizations coming together to discuss the issues and develop a strategy for how our union and the community can work together.

Many of our members volunteer their time every year and are active in their communities. Are you one of those members? Do you volunteer in a church,

youth group, a neighborhood council, or Board (CAB). The purpose of the board is any organization that concerns itself with to reach out to organizations and individuthe well being of our students and/or the als in the Boston community who are active quality of our schools. If you are, consider becoming active in the CAB and bringing the perspective of your organization to the CAB and of the work of the committee back to your community organization.

> The CAB meets every other month. There is a smaller planning committee that meets to help set the agenda. If you are interested in becoming active you can email Executive Board member Jessica Tang at jessicatang04@gmail.com or call the BTU office to find out when the first meeting of the year will be held.

Grievance Rights from page 11 –

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.

ous 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 or better in many ways to a 403.B Plan, the State's Deferred Compensation Plan (457), 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 Lisa Cardinal, *lisa.cardinal@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 \$17,000 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.

Letter to the Editor

Educator Response to New Teacher Evaluations

Having gone through this first year piloting the new teacher evaluation, I have some insights to share with my fellow educators. The new evaluation changes the game for us as educators in the sense that we are being held accountable for the standardized test scores of our students.

The inherent problem with the new evaluation tool is in attaching classroom data to the teacher. Teachers in specific positions may automatically have a significantadvantage. For example, will teachers in AWC classes fair better with regards to classroom data? The answer is yes. But does this mean that the AWC teachers are using better methods? Not necessarily.

How can we hold all teachers equally accountable when many of their assignments are so disparate? Will teachers now decide to excess themselves more often and move into positions where the likelihood of better text scores will provide them a better evaluation? I will bet they will.

Here is how my needs were not met and how my overall evaluation was Needs Improvement.

Iwas observed in my K-5 Social Studies classroom six times between November, 2011 and April, 2012 for approximately 25-30 minutes by my assigned evaluator. Following the observations, I had two brief conversations with my supervisor in the fall and winter. We discussed my teaching activities and made suggestions on what could have been done differently during the lessons. I had initiated the first conversation and my supervisor the second, but after that there was no set plan nor clear directives as to the growth required or support that was going to be provided as I moved forward in the year.

The two indicators that received a score of Needs Improvement were both under

Standard 1-Alignment/Coherence and Multiple Measures.

Regarding **Multiple Measures**: In one of my six observations I received written feedback that I needed to refer to the objective at the beginning of the lesson. Yet my final evaluation read that "specific standards based content and language objectives for each day's lesson were not clearly conveyed to students in any of six observations between November and April."

Regarding **Multiple Measures**: In one of my six observations I received written feedback that read, "Everything I observed was oral and visual, how will you systematically check their understanding?" Yet my final evaluation reads, "Ms. Galvin's lessons have provided very few opportunities for validly assessing individual students' mastery of social studies content/skills." There was no conversation or follow-up about this observation on 11/7/11.

When I received my evaluation on June 12, 2012, it reflected a "Needs Improvement" score two indicators under Standard 1-Alignment/Coherence and Multiple Measures. Having been a teacher in the Boston Public Schools for 13 years, I am humbled to the fact that I can constantly improve upon my practice and am certainly not infallible when it comes to certain decisions and moves made while teaching. My argument here however lies in the support received following the observations as well as the necessary supports that must be in place even prior to an observation, most specifically to the impossible teaching assignment that I was given last year.

I am sharing this story with my fellow (continued on page 15)

A Primer of Rights and Benefits for BTU Paraprofessionals

By Jenna Fitzgerald, BTU Paraprofessional/Substitute Field Rep.

Dear Newly-hired Paraprofessional:

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

ommencing with the first year of service (following aninety-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.)

the paras' workday with the 2003-2006 the contract, and promotes 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. See your building representative or call the union office for an application.

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, legal services, 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

Tealth 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 A 10-minute break has been added to BTU negotiates the contract, enforces

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

aras 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.

Union Operations

Jurmembershipmeetings are held the 2nd Wednesday of each month at 4:00 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 representa-

tive 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 9:00 am to 5:00 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.



Jenna Fitzgerald Paraprofessional/Substitute **Field Representative**

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.

> Sincerely, Jenna Fitzgerald Substitute Field Representative

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. <u>\$1,500.00</u> 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.

ealth 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.

<u>Application for Teaching Positions</u>-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.

This past June, the BTU distributed scholarships to BPS graduating seniors as well as dependents of our members. In addition, the RTC chapter has generously donated funds for scholarships. In total, our membership gave out \$72,000. Two graduating seniors from each of our city high schools received



the award. Please watch for the notifications and nominations for next year's scholarships.





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 <u>limited</u> coverage for total disability, <u>none</u> 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.			
<u>Miscellaneous</u>						
Job-Sharing	1/2 salary; 1/2 position.	Full benefits.	E-mail: <u>awashington@btu.org</u> 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"			



School Environment...

(continued from page 5)

ing 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 should be taken seriously.

In addition to sitting on an environmental committee, teachers can help in other ways too. 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 as well. 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 School Environment 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-10, Integrated Pest Management and FMT-11, Green Cleaners.

The BTU can assist teachers in improving the indoor environment of their schools. Contact me at <u>mmclaughlin@btu.org</u> or call 617-288-2000.

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.

Retirement Information

By Michael W. McLaughlin Trustee, State-Boston Retirement Board

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



Michael W. McLaughlin Elementary Field Rep.

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.

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

HIRE DATE

Prior to January 1,	1975 5% deducted
January 1, 1975	7% deducted
January 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 or counter 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.

There were some changes to Massachusetts pension law. These changes took place with Gov. Patrick's signature on November 18, 2011. Most of the pension changes apply to employees hired after April 1, 2012. After this date...

- the minimum age for retirement is raised from 55 to 60
- the base for calculating a pension is changed from an average of the three consecutive highest years of compensation to the average of a member's highest consecutive five years of regular compensation
- 1.45 is now the starting point for the age factor at age 60 with an increase in the intervals between the age steps from .10 to .15 (see the new schedule at the bottom, teachers are GROUP1)
- After 30 years of service
 - the contribution for teachers is reduced to 8 percent, and all other Group 1 members are reduced by 6 percent
 - The factor used for pension calculation improved to .125 for each additional year of work (see the new schedule at the bottom, teachers are GROUP 1)

Some items did apply to current retirement system members.

- Pension base for COLA calculation increased from 12k to 13k
- Pre 2004 retirees are now eligible for creditable service (4 years max) for

pre-1975 maternity leaves, the credit allowed under this provision shall increase the retirement allowance payments after April 2, 2012 and eligibility is determined if the following criteria are met:

- 1. is living and retired before September 1, 2000
- 2. resigned for the purposes of maternity leave or was on unpaid LOA
- for such purposes from the governmental unit in which the member was employed as a teacher
- 3. had established membership in a Massachusetts contributory retirement system
- post retirement earnings in public employment increased to 15k over the retirement salary after the first year of retirement

Table Showing Percentage of the Amount of Average Annual Rate of Regular Compensation to be multiplied by the Number of Years of Creditable Service for individuals who become members on or after April 2, 2012

PERCENT	GROUP 1	GROUP 2	GROUP 4
2.50	67 or older	62 or older	57 or older
2.35	66	61	56
2.20	65	60	55
2.05	64	59	54
1.90	63	58	53
1.75	62	57	52
1.60	61	56	51
1.45	60	55	50

Table Showing Percentage of the Amount of Average Annual Rate of Regular Compensation to be multiplied by the Number of Years of Creditable Service for individuals who become members on or after April 2, 2012 and with at least 30 years of creditable service at the time of retirement

PERCENT	GROUP 1	GROUP 2	GROUP 4
2.50	67 or older	62 or older	57 or older
2.375	66	61	56
2.250	65	60	55
2.125	64	59	54
2.0	63	58	53
1.875	62	57	52
1.750	61	56	51
1.625	60	55	50

Educator Response to the New Teacher Evaluations...

(continued from page 12)

educators as they embark on their first year with the new evaluation and I am asking them to make sure that the position and classroom that they will be held accountable for is well equipped and supports from the administration will be given and directives will be clear and just. As I walk away with a score of *Needs Improvement*, I now wish that I held the administration accountable for the *Terms and Conditions* of my job.

Factors not supporting a teacher prior to observation:

1) Caseload: 400 plus students, kindergarten to grade 5, across all programs (Primary Transition Classroom, Multihandicapped, Sheltered English Instruction, Regular Education). I would teach 21 of my 23 classes once a week for 48 minutes, that's less than 30 hours a year for each of the 400 plus students for social studies. Such a schedule is quite unreasonable. More time and effort needs to be put into crafting specialists' schedules in order to reduce the caseload and make the learning more beneficial to the students. This planning MUST include input by the teachers who are teaching those classes.

2) **Curriculum**: Originally my position was 3-5, then K-2 was added. A social studies curriculum for Grades 3-5 had been purchased the year before but not for K-2. Thus, for 50% of my schedule I had to create my own curriculum and seek out materi-

als. (More like beg, borrow, and steal!) It is unconscionable that the students of the Boston Public Schools do not have the proper tools needed to compete with their peers in other districts.

3) **Timeline**: I was told that K-2 was added to my teaching two days before school started. In this school district we often accept these outrageous timelines and chock it up to "it's just the way it is." We need to stop making excuses and help to create teaching environments, the "way they should be."

4) Support by administration: Last year no Common Planning Time (CPT) was built into the schedule for the seven specialists. (The prior year included CPT.) CPT could have been utilized for collegial support and for team strategizing. We should have used that time to plan ways to assist students, specifically the multihandicapped students who were assigned to all the specialists with little or no training and support. My administration held only one 90-minute afterschool PD session in the Fall for specialists and the focus was only on preparing the specialists for a state walk-through!

Do any of the above variables sound familiar? Unreasonable conditions are not uncommon.

Throughout the school year I voiced my concern to my evaluator that the caseload was immense and unreasonable. I was

told that my thoughts would be shared with the administration team and that in the spring they would revisit the possible need to reorganize the specialists for SY 12-13. But in the meantime I was held accountable for 400+ students that I see each week.

Each of the seven specialists at my school had a similar caseload, four of whom were excessed by the administration in January. All the specialists stated that they were overwhelmed and/or that they didn't feel they had the experience or knowledge to work with students in the multi-handicapped strand. When they asked for help, they were given one PD in March for MH teaching.

The specialists felt as though they were an afterthought, not vital to the school community. The focus was on data, data, and more data. In the meantime, I wasn't hopeful that the concerns of the specialists

were a priority of the administration and I chose to excess myself in early January.

Butmy concern with the new evaluation is that it doesn't reflect the conditions and circumstances for positions such as specialists, or for highly specialized classrooms, or for classrooms with students with high emotional needs. Nor does the evaluation tell the full account of the lack of accountability that some schools have taken with regards to the teaching caseload (whether it be an unreasonable amount of students or giving a teacher a position for which s/he is not experienced and so on and so forth).

This account was written for my fellow educators as a warning. Empower yourselves and voice your concerns sooner rather than later. Do not accept "it's just the way it is." You and your students are vital. Speak up!

- Bridget Galvin now teaches Grade 5 at the Haley School

The First Meeting of the Year Will Be Held on Wednesday, September 12th 4:00 pm at BTU Hall

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 4th

- 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 5th

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

The 180 school days when class is in session

January 2rd – 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 2rd 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 <u>participants get PDP-certificates for their attendance for all of the PD time required.</u>

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 <u>require and compensate</u> (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 & Innovation* Schools

Pilot schools (and Innovation Schools*, which follow the Pilot model) create their own schedules subject to the below:

Pilot school teachers and paraprofessionals can be required 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, 2012-2013) 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 and will be retirement-worthy.

* Innovation school teachers have to consult their own Election to Work Agreement for certain individual schedule characteristics. Anyone with a question, please call the appropriate field representative at the BTU office, either Caren or Michael.

Extended Learning Schools – Umana, Edwards, Irving & McCormack (the latter two schools are new additions); Timilty is a bybrid under the Project Promise Model

In 2012-13, 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. Typically the schedule has been extended for two hours only. 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 rate, 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.

*The Timilty Middle School falls under the so-called Project Promise designation, and the entirety of its schedule and other nuances can be found on pp 53-54 of the Contract. For specifics on the Project Promise model, please see the local BTU Building Rep. at the Timilty school.

Turnaround Schools

For the 2012-2013 school year, in addition to any of the above found under the Traditional School schedule, all teachers (nurses, etc.) in the following schools—**Blackstone**, **Burke**, **Dearborn**, **Dever**, **E Greenwood**, **English HS**, **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. 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 as long as the time is used well. But we do want to be fairly compensated. The \$4,100 does not meet the standard of fair compensation. What's more, the amount for better or worse, was imposed by a state-sanctioned process mandated under the so-called Educational Reform Law–it was not negotiated.

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.

BTU Joins Forces with ACS to End

Breast Cancer at Kick-Off Breakfast





(Left photo) A large contingent of Boston Teachers Union members were in attendance at the "Kick-off" Breakfast for the "Making Strides to End Breast Cancer" Walk at the Boston Park Plaza Hotel recently. This year's walk will take place on Sunday, October 14, 2012.

(Right photo) Brenda Chaney, Gayle Marrow and the Perry Sharks (Christa Rozas, Carolina Flores, Richard Squillante and Catherine Flores) participate in the "Making Strides" Kick-off" Breakfast.