BOSTON TEACHERS UNION

BUILDING REP HANDBOOK

for members in BPS schools 2020-2021

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Welcome to the Building Rep Handbook!

Congratulations on being elected as a Building Rep! Whether it's your 1st year in this leadership role or your 20th, we're excited to have you. Building Reps are the backbone of the BTU. By engaging other members in your building, you will continue to fight for fairness and equity in our schools and to work towards building a strong and effective union.

In this handbook, you will find lots of information! We suggest reading it through, and keeping it nearby as a reference throughout the year. Here's what you'll find:

- 1) The **Boston Teachers Union: Who, What, When, Where** will provide an overview of the BTU's role, how to stay in touch, and an introduction to BTU staff.
- 2) The **Role of a Building Rep** will cover your responsibilities, timelines, and suggestions for how to do a great job.
- 3) The **Faculty Senate** section will explain the role of a Faculty Senate and how to set up, run, and follow-up on meetings.
- 4) The Role of the School Site Council, the Personnel Subcommittee and the Instructional Leadership Team will outline how each of these bodies works, and your role in supporting them.
- 5) **Getting to Know the Contract** will explain changes to the contract. Be sure you study up on the whole contract as well
- 6) The **Resources for Autonomous Schools** section has additional documents for members at Pilot Schools, Innovation Schools, Turnaround Schools and other autonomous schools to reference and find the information you need.

The Boston Teachers Union: Who, What, When, Where

The Boston Teachers Union is the exclusive collective bargaining agent for the school system's 7,500 teachers, other non-administrative, professional employees, paraprofessionals, and substitute teachers. We also represent 3,000+ retirees.

The BTU believes in building POWER!

Professional growth and expertise.

Organizing with our students, parents, and community.

Workers' rights and labor solidarity.

Equity, inclusion and social justice.

Respect for our profession and members.

What are the BTU's primary responsibilities?

- 1) Negotiate and enforce the contract.
- 2) Provide the best education we can for the system's 55,000 students.
- 3) Work with the school community to ensure our students have the schools they deserve.
- 4) Represent the membership in all matters related to their professional work.
- 5) Answer job-related questions and assist in any job-related matter, i.e., help our members navigate through Bolling Building bureaucracy.
- 6) Promote public education and work to ensure adequate funding to support improvements in public education.
- 7) Advocate for sustainable, quality working and retirement conditions.
- 8) Promote the growth and well-being of our profession.
- 9) Work politically through COPE (Committee on Political Education) to elect pro-public education, pro-union candidates.
- 10) Negotiate health care and provide health and welfare benefits to our members.

The BTU is affiliated with:

- 1) American Federation of Teachers (AFT)
- 2) AFL-CIO, Mass AFL-CIO
- 3) AFT-Massachusetts (AFTMA)
- 4) Greater Boston Labor Council (GBLC)

How to get in contact with the BTU

- Visit our office at 180 Mt. Vernon St., Dorchester Business Hours, 8-5 all workdays, except legal holidays. *During remote times, hours may be limited.*
- Call 617-288-2000
- Visit <u>www.btu.org</u>
- Email staff and officers: https://btu.org/about/contact-us/

How to join the BTU's 10,500-member E Bulletin list:

- Go to <u>www.btu.org</u> and click on "bulletin" in the top left corner
- This list 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 4:30pm at union headquarters. Refreshments and tabling resources are available when doors open at 4:00. All members are welcome to attend and arrive early to meet other members.

The BTU's policy board is its **Executive Board**, comprised of 12 members elected at large every two vears and the seven elected officers and staff.

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 Reps 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

Robert Carroll

Brenda Chaney

Allison Doherty

Caitlin Gaffny

Cheryl Kelly

Michael Maguire

Nicole Mullen

James "Timo" Philip

Paul Tritter

Mary Ann Urban

Garret Virchick

Alice Yong

The BTU officers and staff

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BTU Building Representative Job Description

Responsibilities:

1. Meetings:

- Attend BTU Monthly Meetings (second Wednesday of each month, starting at 4:30),
- Vote on resolutions on behalf of the staff and report back to staff.
- Establish Faculty Senate, elect co-chairs, attend meetings and provide support.
- Attend monthly meeting with principal to facilitate communication and advocate for staff needs.
- Participate in BTU sponsored Anti-Racism training.
- Attend or recruit others at your school to attend these BTU gatherings: Fall Conference, Winter/ Parent2Parent Conference & Summer Organizing Institute.
- Work with CAT members to gather a list of non-BPS email addresses and phone numbers for every BTU member.
- Keep members informed of meetings and other important info using email and face to face conversations.

- 2. Organizing These are shared responsibilities amongst the building reps at your school:
- Collect membership cards from new staff, including substitute teachers. During remote times, sign new members up using the online option.
- Have 1:1 conversations with all staff members to strengthen the union community.
- Map your school community and help identify leaders who can help facilitate communication that reaches all corners of your building, and leads to the establishment of a Contract Action Team (that will work collaboratively with the Building Reps.)
- Build relationships with parents and identify parent leaders who can reach other parents.
- Engage school community members in union activities (contract campaigns, solidarity events, political action, etc.) and encourage staff turnout.
- Publicize BTU and Education Justice events.
- Facilitate, or find a facilitator, for the Black Lives Matter Week of Action school-based work.
- Update BTU Bulletin board in staff lounge or virtually in remote times.

3. Advising/Supporting/Enforcing:

- Advise members and administration on Contract and working conditions related issues.
- Ensure school governance requirements are being followed (for example, School Site Council is meeting on a regular basis)
- Provide support as a representative in meetings required by the principal that may involve discipline.
- Attend meetings with administration as requested by members.
- Run elections as needed.
- File Step 1 grievances when the contract is violated.
- Support members in filing class size grievances and maintaining class size records when class size maxima are violated.
- In pilot and other autonomous schools, work with field reps to keep Election to Work Agreements updated and improved annually. Send a copy to the BTU office once it has been approved.

Compensation: BTU Building Representatives who attend 7 out of 10 of the Monthly Membership meetings and/or accumulate 1000 points using the Building Rep app are eligible to receive a \$1,000 stipend for the year. Note: You must *sign in* to the membership meetings to receive credit for attendance. To locate the Building Rep app, go to the App Store and type in "BTU Building Reps Boston Teachers Union". *Submit a W9 tax form to iturner@btu.org to receive compensation*.

The Role of the Building Representative

Building Representatives hold a very important role in not only our union, but in our schools as well. In general, there are five main roles of Building Representatives. These roles are described below:

- 1) **Leader** Building Representatives, by definition, represent our members and the Boston Teachers Union. Our building representatives must be effective leaders that other members feel comfortable turning to for support in a variety of ways. It is important to be approachable and to model professionalism as a lead educator so that you are in the best position possible to advocate for what is needed to improve the school, support our members, and best serve our students. It is important to lead by example, take initiative, and act as a team player.
- 2) **Communicator** Building Reps help other staff to understand BTU positions and policy, to learn about changes that are happening in the field, to learn about opportunities to become more engaged, and to help members make their voices heard in the union and policy world. To be a great communicator, it is important to STAY INFORMED! It is absolutely important that Reps attend membership and Building Rep meetings; open, read and respond to emails and mailings you receive; and read the E-Bulletin each week. It is also important to become familiar with the contract, read the BTU Newspapers, and above all ASK QUESTIONS if you don't understand something or need help! The union depends on building reps for two-way communication.
- 3) **Organizer** That means having your building structured so that there is a visible, functioning Union network that can be used to not only enforce the contract, but to advocate for positive changes to improve our schools and beyond. There should be structures for members to meet regularly, communicate information between members, and to engage members in larger efforts to improve not just your own school, but beyond. *Over the course of this school year, Building Reps will be collaborating with other members to establish Contract Action Teams.* It is our job to educate our new members about the importance of the Union and to encourage their participation. We must build organizational capacity by signing up new members, listening to what our members need, having conversations to build community, and taking action as needed.
- 4) **Problem-Solver** As a problem solver, Building Reps help to mediate conflicts, overcome challenges, and facilitate productive communication between our members and the administration. Serving as an active member of the Faculty Senate is one way to do so. You can help in the day-to-day school activities and keep the Senate informed about Union policy. But it may go beyond the Senate. You may be required to meet with the building administration to iron out school problems, especially as they relate to areas of the contract. And, of course, it includes handling grievances at Step One. The Field Reps are always available to support you in this aspect of your role. In autonomous schools, Building Reps make sure that the Election to Work Agreement is revised and updated, as needed.
- 5) **Friend** Especially for members new to a building, Representatives act as someone they can turn to for help and to get questions answered, and to feel welcomed into a new environment. Reps should be the first to welcome new members. The BTU is a collection of all of us sharing our common hopes, and aspirations, and our friendship. Alone and isolated we are just employees. Together, we are the Boston Teachers Union.

Be prepared! Make sure you have the following tools handy to help you. Anything you're missing can be picked up at the BTU office:

- Contracts, including Election to Work Agreements, Innovation Plans, or Charter MOUs if applicable
- Building Rep Handbook
- Membership Applications/COPE cards
- Voter Registration Cards
- List of all BTU members at your school including phone and personal email
- Lists members of your school's current School Site Council, as well as, your school's Bylaws, ILT members, SST members, and Parent Council members.
- Website addresses:

BTU - www.btu.org AFT - www.aft.org

BPS - www.boston.k12.ma.us AFT-MASS - www.aftma.net

Each school or group is allowed one (1) representative for every twenty-five (25) Union members or portion thereof. Elections should be held and the results reported in writing to the Union office by June 1. Thereafter, the attendance sheets for meetings will be set up to determine eligibility for the Building Rep stipend.

The ABC's of being a Building Representative

- A Attend 70% of BTU monthly meetings, the Building Rep weekend and special building representative meetings. Use the BTU app to document your union activities.
- **B** Be a mediator between BTU members and administration.
- **C** Check on all teaching and non-teaching assignments in the building.
- **D** Disseminate all BTU information.
- **E** Evaluation- Make sure the process is followed correctly.
- **F** Find out answers for the building staff from Field Reps.
- **G** Grieve contract violations in a timely fashion.
- **H** Help new teachers, paras, subs and ABAs become familiar with their rights and responsibilities under the contract.
- Intercede when necessary on behalf of those who elected you.
- **J** Judge nothing until all sides have been heard.
- **K** Keep a close eye on class size in your building (especially in the Fall).
- Lesson Plans be able to show evidence of planning past practice dictates that the plan book is a "working calendar."
- M Meet regularly with faculty senate, school site council and staff members.
- **N** Never be involved in evaluating or judging a member of the BTU.
- **O** Organize, organize, organize.
- **P** Participate in and post all BTU activities be involved to be aware.
- **Q** Quickly handle issues in your building before they escalate.
- **R** Reserve the right to be present at meetings with administration when any BTU members request it, when it may result in disciplinary action.
- **S** Share and post all information from BTU meetings and mailings.
- **T** Take time to check in with your co-workers
- **U** Use your BTU period to make contact with all BTU members in your building.
- V Violations report them to the BTU office within 30 days.

Important Dates and Action Items

Date	Description and Action Items	
At the start of the school year	 Set up one-on-one meetings with all new members in your building, including subs! Make sure everyone has signed an All-In membership application card. Share flyers and BTU communications via email with members. Make sure you have a BTU bulletin board in your building and keep it updated, when we are in school buildings. Collect phone numbers and non-BPS emails from all members. Create or update your school union listserv. Meet together as building reps and map your building. Each building rep should have 25 people or less that they are responsible for communicating and following up with. 	
September 8	Opening day of work for BTU members. (remote)	
September 9	Day 2: First 30 minutes for BTU for union business.	
September 21	Students in grades 1-12 start school.	
September 23	Kindergarten students start school.	
First 2 weeks of school (and ongoing)	Check on class sizes for all regular education, special education, and bilingual education classrooms. Classes that exceed the contractual or statutory maximum should be reported to the BTU office promptly and a Class Size Grievance filed online.	
TBD	Deadline to register for virtual Fall Leadership Conference. Make sure you and other potential leaders at your school have registered at btu.org/FallConference	
October 15	Deadline for electing School Site Council members. Make sure to hold timely elections following the protocols described in your Building Rep handbook.	
October 31	Deadline for the first meeting of the newly-elected School Site Council	
November 1-Novem- ber 30	The open enrollment period for enrolling in Flexible Spending Accounts is usually during this period.	

December 1	If a position is known to be vacant until the end of the school year and is occupied by a long term sub as of December 1, that person is entitled to a provisional teacher contract. If an individual in your building is in a position that you believe is worthy of a contract, call the union office at 617-288-2000.	
January 4	PD Day. No students. Day may be converted to PD hours by staff vote.	
January 15	In Pilot schools, the proposed work schedule for an upcoming school year will be provided to staff by this date. The staff may override the schedule by a two-thirds vote. An override sends the work schedule back to the pilot's Governing Board for possible adjustment and tweaking.	
	Application deadline for leave of absence to commence at the beginning of the next teacher work year. Application deadline for extension of leave of absence scheduled to expire at the beginning of the next teacher work year. Application deadline to cut short a scheduled leave of absence and to return to work at the beginning of the next teacher work year. Please note: the January 15 deadline may be waived in extenuating circumstances. Please call the BTU for more information.	
	By this date, BTU staff at Turnaround Schools shall be given notice of any additional summer hours, their individual staggered start and end time for the upcoming school year, and/or a change in assignment for the upcoming school year. In any school, when implementing an inclusion model, the Principal or Headmaster must also notify impacted teachers by this date.	
	Application deadline for filing of additional program areas for permanent teachers. Teachers who hold multiple licenses should apply for additional program areas as described in Circular HRS-HS7A.	
February 1	BTU Staff at Turnaround Schools and Pilot Schools shall be given notice of excess by this date, and they may voluntarily excess themselves by this date.	
	Teachers may voluntarily excess themselves, as described in Circular HRS-HS7.	

	A list of all non-teaching assignments for which administrative periods are given in a teachers' program shall be posted in each school. These assignments may be applied for in the teacher's program preference sheet as herein provided.
	Deadline for Principals to make recommendations as to which provisional teachers they want to make permanent teachers.
	Deadline for programming preference sheets to be distributed to all teachers.
February 15	Deadline for submission to OHC of an additional program area application if results of NTE or Praxis exam are needed but unavailable on January 15
	Teacher members of the school-site inclusion planning teams in traditional schools shall be chosen by the school's faculty. Each Principal/Headmaster shall notify teachers of any inclusion plan to be implemented in their school during next school year prior to February 15
	In Pilot schools by this date of a given year, there must be an approved schedule in place — one that has not been overridden — or the current year's pilot school schedule remains in place.
March 1	Deadline to return all preference sheets to school administrator.
March 27	The Superintendent shall make permanent appointment of provisional teachers by this date.
Each April	For all PD hours, the ILT in each school shall hold a meeting with the faculty to solicit ideas for the content of professional development in the following school year.
Early April to early May	OPEN ENROLLMENT for Group Insurance sign-up. Please note this is not an Early May contractual deadline, but it is a city practice to begin the open enrollment period on the first Monday in April and to close it on the first Friday in May.
April 15	All involuntarily excessed teachers and nurses in non-Turn-around, non-Pilot schools will be notified.
May 1	For teachers on leaves of absence: For those who respond by January 15 as to why they cannot make a decision at that time, they

	must send a response, postmarked no later than May 1, as to whether or not they will return in September. If they fail to respond by May 1, they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent.
	No final records will be required of teachers until May 1 for Grade 5, and 15 days before the close of school for all other grades.
	Final marks shall not be required of any teacher before May 1 for Grade 8, and 15 days before the close of school for Grade 6 and 7.
	The number of marking periods for all schools shall not exceed five (5) in number. Final marks shall not be required of any teacher before May 1 for seniors, and 15 days before the close of school for other students.
May 30	Hold timely elections to elect building representatives for your school for the following school year. Make sure to follow the protocols described in your Building Rep handbook.
June 1	Submit Building Rep election results online at www.btu.org.
	A BTU teacher unit member will be given written notice of layoff by June 1 of the professional work year preceding the professional work year in which the layoff is to take place. For example, a teacher to be laid off effective in September must be given written notice on or before the prior June 1.
June 15	BTU teacher unit members who are provisional must be given notice of non-renewal by this date or rehire is mandated under state law.
No later than 10 days before the end of the school year	Teachers shall be given the following information on their programs for the next school year: • Subjects and grades of subjects to be taught • Any special information about particular classes teachers may be required to teach, and the grade and particular type of home room.
No later than 5 days before the end of the school year	Teachers should receive their total program for the following school year, which shall include the periods-and rooms where their assignments are scheduled. Programs may be considered-subject to change if necessary because of changes in subject enrollments,

	faculty-changes, or programming conflicts. Reasons for any such change shall be given-by the principal or headmaster to any teacher affected.
Last Day of School	All teachers must receive a certificate from the principal for all hours spent in school-based PD during the school year.
Ongoing	Familiarize yourself with the contract.
	Attend membership meetings (2nd Wednesday of each month).
	Ensure that there is an active Faculty Senate.
	Get members engaged in union committees and bodies.
	Have conversations with all members in your building.

Have questions? Need support or help? Contact your Field Rep, or a member of the BTU Organizing Team! 617-288-2000

Elementary Field Rep	Michael McLaughlin	mmclaughlin@btu.org	617-291-1375
Secondary Field Rep	Caren Carew	ccarew@btu.org	617-291-1268
Para/Substitute/ABA Field Rep	Colleen Hart	chart@btu.org	617-291-1685
Director of Organizing	Khalida Smalls	ksmalls@btu.org	617-297-6893
Organizer	Natalia Cuadra-Saez	ncuadrasaez@btu.org	857-267-1469
Organizer	Ari Branz	abranz@btu.org	857-728-4822
Organizer	llene Carver	icarver@btu.org	617-680-1755
Organizer	Liliana Gutman-McKenzie	lgutman@btu.org	401-487-3714
Political Organizer	Roberto Jimenez-Rivera	rjimenez@btu.org	617-466-9149

Suggested Activities

Little Steps	Medium Steps	Big Steps
Make sure everyone knows who the BTU Building Reps are.	Establish a list-serve of all members with non-bps emails that you can use to send out information.	Engage members in the collective bargaining process and organize members out to rallies and events.
Make sure there is at least one building rep	Hold timely elections.	Encourage members to actively vote in all union elections.
Attend monthly member- ship meetings-and stay the whole time!	Build relationships with all members.	Meet/talk with each member to have "organizing conversations" to find out what issues are important to them.
Make sure all members have a contract book.	Know the common contractual grievances and violations.	Know how to write a grievance.
Welcome and sign up all new members in your school community.	Attend the Fall Con- ference	Mobilize/recruit members for political action
Establish regular member- ship meetings/gatherings to give updates (try a 10 minute meeting, maybe before or after a PD)	Establish an active Facul- ty Senate (with an agenda, notes, roles, calendar of meeting dates)	Establish a regular meeting time with admin to share ideas and solutions from your membership meetings and/or Faculty Senate
Maintain an active bulletin board with flyers, notes and events	Ensure that there is School Site Council with elections before Oct 15.	Attend a parent council meeting and introduce yourself as a resource.
Establish a relationship with administrator.	Get members engaged in union committees and bodies.	Initiate community out- reach to organizations in your school's neighbor- hood.

Which could be your goals for this year?

Organizing 101

As a Building Rep, being an organizer is about building relationships and building power for the schools our students deserve. An organized building is one where relationships are strong, Building Reps understand what motivates their members, and educators, students, and parents are united in fighting for education justice. Even if it feels like your building is far from this level of organization, there are always steps you can take towards getting more organized. Below are some tools every organizer should have in their toolbox. More resources on how to be a successful organizer can be found at labornotes.com/secrets

Organizing Tool #1: Having One-on-One Conversations

The key to being a successful organizer is being a good listener. An effective organizer listens at least 70% of the time, and talks no more than 30%. Your first task as a Building Rep should be to set up one-on-one meetings with people in your building, especially new members or members you don't know. Some guidelines for having these conversations:

Get in the Door: Introduce yourself and explain why you want to sit down and talk. Your reason for starting a conversation might range from "I want to welcome you to the school and answer any questions you might have" to "I've been hearing that folks in the building are struggling with X and I want to hear your perspective on it."

<u>Get the Story:</u> Most of the conversation should be dedicated to asking probing questions to learn about what the other person cares about, what motivates them, and what concerns them. Prepare for the conversation by brainstorming what questions you might ask to help you learn about the other person's perspective on the issues, what they are passionate about or topics you may want to hear more about. LISTEN!!!

<u>Share a Vision of the Union:</u> This is your opportunity to share your own personal story so that the conversation becomes a two-way exchange. Make connections between what you heard and your own motivations for getting involved in the union. Ask questions to help the other person imagine what is possible when we build power together.

<u>Get a Commitment:</u> Oftentimes, a successful one-on-one meeting ends with ther other person making a commitment. Sometimes the commitment might be as simple as meeting again in the future to follow-up and continue building the relationship. Other times you might have a very specific commitment in mind, such as asking someone to sign a membership card, attend a meeting or take an action.

Organizing Tool #2: Mapping Your Workplace

Mapping means understanding every single member in your workplace: how to contact them, where to physically find them, and your plan for moving them to action.

Some steps to take when mapping your workplace:

- 1. **Make a contact list of all BTU members in your workplace.** Lists should include phone numbers and emails (using personal, not work, emails). Use the list to create or update a union listserv for your workplace.
- 2. Assign each member to a Building Rep or other member leader that will be responsible for one-on-one conversations with that person. This is a decision that should be made by meeting together as Building Reps, if you have more than one Building Rep at your worksite. Since there's a 25:1 BTU member to Building Rep ratio, no Building Rep should be assigned more than 25 members. This is an important step because-- although they are important forms of communication-- emails, social media posts, and texts do not lead to organized workplaces. Nothing is more powerful than a face-to-face conversation.
- 3. **Get a piece of chart paper and make a physical map of your building.** Start by adding every single BTU member to your map. Then use different colors, symbols, and sticky notes to label details such as:
 - a. Spots in the building where people often congregate and where organizing conversations can happen
 - b. Different groups that exist within a building (ex: different grade levels, different programs, carpools, social groups)
 - c. Organic leaders (ex: the most respected people in the building, members with strong relationships with parents or students, people who organize social outings)
 - d. Levels of union support (ex: Who showed up to the last action? Who shows up to Faculty Senate meetings?)
- 4. Use your contact list and map every time a union action comes up. Again, emails, social media posts, and texts do not lead to organized workplaces. Have a plan for reaching every single person with a face-to-face interaction whenever a union action comes up, such as a petition or rally. Use one-on-one conversations to build relationships and get small commitments first so that people are ready for bigger commitments later.
- 5. **Bonus Step: Get your whole school community involved!** You can use mapping to identify parents, students, community partners, neighbors and others involved, too!

Organizing Tool #3: Building a Contract Action Team at your School

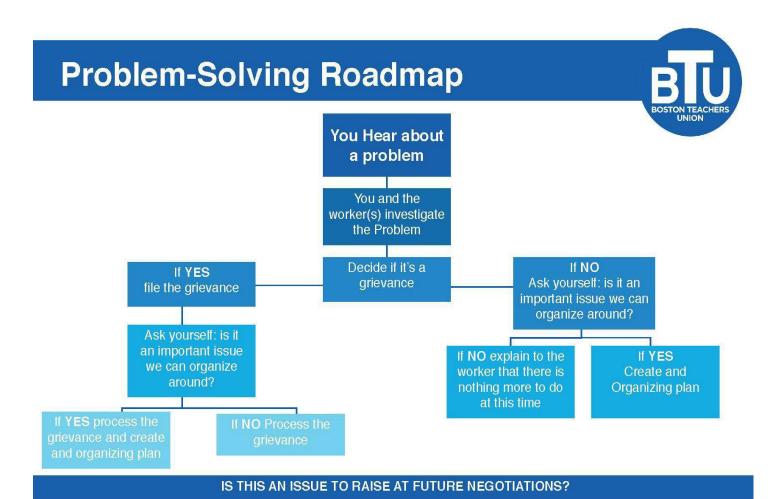
Fellow social justice teachers unions such as Chicago Teachers Union and United Teachers of Los Angeles have built powerful networks of educators, families and community partners by establishing Action Teams in their membership and these action teams have been shown to be effective at both responding to immediate concerns and building the power needed to carry forward their entire social justice mission, including their contract fights.

These member networks have been built by many unions using this simple idea: a phone-tree-like structure, where each Contract Action Team (CAT) member is responsible for staying in touch with about 10 co-workers and these networks spread out the work of member contact while building organizing capacity,

In 2020 The BTU is prioritizing the establishment of CAT Teams at schools across the district. Trainings and support will be provided.

Organizing Tool #4: Problem-Solving Roadmap

Filing a grievance is only one tool in your toolbox! When problems arise at your workplace use the flowchart below to help you decide what action steps to take.



BTU Committee on Political Education (COPE)

Why is political action important for our Union?

The political action program makes decisions to endorse candidates. The program follows a process for endorsing candidates voted upon by the committee, then presented to the executive board for a vote then to the membership for the final approval through their vote. Elected officials affect education through decisions they make. They vote on funding and budgets for public schools, and they set policies that affect our working conditions. These decisions can have an impact on our ability to negotiate issues such as salary, class size, transfer provisions, school building improvements, and many other factors that impact our students and schools. Elected leaders can have a huge impact on our ability to do our job well and support our students!

What is the process used by the Union to endorse candidates?

The COPE committee meets when needed to make decisions about whether or not to endorse a political candidate running for office. Candidates are provided a series of questions pertaining to issues that would support our members before being asked to come before the committee for an interview. Decisions are made via candidate voting records by incumbent candidates, responses to questionnaires and in-person interviews. Decisions can also be made based on support for or against bills presented for upcoming legislation. That legislation could include COLA for retirees, support for English Language Learners, funding for education, educator licensure, and other bills on education.

The committee then votes by a 2/3's decision to recommend to the Executive Board. The Executive Board votes on the recommendations from COPE by a 2/3's decision before sending it to a vote by the members for a 2/3's decision at the membership meeting. If the membership endorses the candidate, the candidate will be backed by our Union throughout their campaign.

Why are members asked to pay into COPE?

Based on state and federal laws there are restrictions on what Union dues are used for. A member can voluntarily decide how much is deducted for COPE. For example, members can contribute through payroll deduction by a suggested minimum of \$2.00 for Teachers and \$1.00 for Paraprofessionals on their COPE card. COPE reports political actions to members at membership meetings. As required by law there is a yearly audit to confirm that funds were documented for appropriate use. The BTU Committee on Political Education (COPE) is the program that supports the Union's political action. The COPE committee members are appointed by the BTU President for a two-year term. The BTU uses COPE to endorse candidates in local elections.

As a Building Representative, what is my involvement with political activities?

After BTU endorses candidates, as the election season ramps up we will increase our campaign support. As an organizer in your building, part of your role will be to share political engagement opportunities with your building's members and encourage their participation in the BTU Electoral Action Team. This can include, but is not limited to, door knocking canvassing, phone banking, meet-and-greets, and visibility standouts.

Filing a Grievance

One of the most important duties of the Building Representative is the handling of grievances at Step One. Therefore, it is imperative that all Building Representatives become thoroughly familiar with the "Dispute Resolution" sections of the contract, and especially with the paragraphs which deal with the filing of a grievance at the school level. This is found in Article X of the teacher contract and Article V of the paraprofessional, substitute, and ABA contracts. (Pilot and Innovation Schools should reference their Election to Work Agreement regarding the grievance process.)

Put in general terms, a "grievance" is a statement which says that a teacher's rights have been violated due to a misinterpretation or misapplication of the contract. It is not a general complaint or claim of unfair treatment.

The importance of filing a grievance when applicable is obvious. A grievance must be filed every time an individual teacher's rights are violated in order to protect the rights of the entire membership.

The following is a list of guidelines which the Building Rep should follow in filing a grievance.

Gathering information before meeting with the Administrator

- 1. Get all the facts from the teacher(s) involved in the grievance.
- 2. Get copies of all pertinent documents related to the grievance, e.g. bulletins, notices, letters, e-mails, memos, etc. (Building representatives have the right to obtain copies of all official school documents).
- 3. Examine the contract and locate any articles of the contract that have been violated.

Initial meeting with the Administrator

- 1. Request a meeting with the Administrator and the teacher(s) involved.
- 2. Present the case orally. Show documents and cite the contract violation(s). Explain the Union's position and request that the violation be resolved.
- 3. It is of the utmost importance that in these meetings the Building Representatives be prepared, be professional and remain courteous (but firm). Do not insult the Administrator or attempt to intimidate him or her in any way. On the other hand, do not approach the Administrator as a subordinate. In this situation, as a representative of the Union the Building Representative is on equal ground with the Administrator.
- 4. Make every effort to reach a resolution consistent with the contract at this meeting. This will save time, work, and money for the Union and possibly considerable inconvenience for the grievant.

Written Grievance

- 1. If the Administrator is unwilling to resolve the grievance at this meeting, file a written grievance with the Administrator. (Be sure to make several copies of the grievance one for yourself, one for the grievant and one for the Union office.)
- 2. The grievance letter should be succinct but civil. It should include the following information; Name and position of the grievant, Statement of the grievance, Action requested, and Name of Union Representative. Send a copy of the grievance to the appropriate Field Representative.

Contacting the Union Office

- 1. If the Administrator denies the grievance or fails to respond to the grievance within five school days, a Field Representative should be contacted. You can call 617- 288-2000 or email the appropriate Field Rep.
- 2. Send copies of the grievance letter and all pertinent documents to the Union office via email to your Field Representative, via mail to 180 Mt. Vernon Street, Dorchester, MA 02125 or fax to 617-288-0024.
- 3. The Field Rep will refer the grievance to mediation, and if the grievance is deemed valid by the union, two trained mediators will meet with the grievant and the administrator. If this fails, Step Two of the grievance procedure will be handled by the union's Executive Vice President.

While the Grievance is in Progress

- 1. The Building Representative should request the Administrator to put in writing any disputed orders or assignments.
- 2. The Building Representative should not advise a teacher to disobey or ignore an Administrator's order while a grievance is in progress. This may well hurt the chances for a successful resolution of the grievance and possibly leave the teacher open to charges of insubordination.

Sample Grievance Letter

September 1, 2018

Dear Headmaster Washington,

This letter is to inform you that I am filing a grievance at step one on behalf of Mr. John Adams, a member of the English Department at the Jefferson Elementary School. Mr. Adams's grievance is that on Tuesdays he is assigned to teach periods one, two, three and four totaling 200 minutes.

This program is in violation of the Contract including but not limited to Article V. Section A 3 (d) which states:

"Teachers shall not be required to teach more than 160 minutes without a lunch break, planning and development period, or an administrative duty."

In order to resolve this contract violation, Mr. Adams must be relieved of one of his four consecutive classes.

Respectfully yours, Mary Smith-Jones

How to file a Class Size Grievance

- 1) Go to www.btu.org
- 2) Follow the link under the "Contract" menu to "Class Size Grievance"
- 3) The teacher with the class size overage must fill out and submit the online form
- 4) Download the linked Class Size Grievance Tracking Form and keep track of your enrollment throughout the school year.

All class size grievances are now filed online. If a teacher in your school has a roster of students who have reported to school that exceeds their class size maximum, please direct them to the BTU website to file their grievance. Teachers should also keep their records until the grievance is resolved. Procrastination does not pay. File your grievance when the maximum is exceeded. A student who has reported to school and who has not been discharged counts on your class roster.

Class Size FAQ

Big Idea: DO NOT sign a "Resolution Form" for your class size grievance without discussing it with the union office!

What are the class size limits?

In general, the class size limits are as follows (The table below has more details):

Grades K1-2 22

Grades 3-5 25

Grades 6-8 28

Grades 9-12 31

Please note the following important exceptions:

In schools designated Level 3 or Level 4 by DESE (Now called "Focused/Targeted Support" schools), the maximum in grade 6 is 26, and in grade 9 the limit is 30.

In inclusion classes, there can be no more than 20 students at any grade level, with not more than 6 inclusion students. In the "Exhibit A" schools from the inclusion settlement (Bates, Blackstone, Bradley, Chittick, Clap, Condon, Conley, Curley, Edison, Everett, Harvard/Kent, PJ Kennedy, King, Lee, Mattahunt, Murphy, Otis, Qunicy, Taylor and Sumner), there may be no more than 5 inclusion students.

In Bilingual, ESL, and SEI classes, there can be no more than 20 students at any grade level, or 25 if a paraprofessional is provided (though only 22 with a para in grades K1 and K2).

In elementary schools where there is only one regular education class in a grade level, the above maxima may be exceeded by one or two students. Similarly, in secondary schools where there is a singular regular education course offering (for instance, only a single section of French 4, or AP Physics, etc.), the maxima may be exceeded by one or two students.

Are these strict limits?

BTU members, and the students we serve, have among the strongest class size language in the state. While we might want the actual limits to be lower, the limits themselves are firm. **The most important sentence in our contract around class size is this: "Ultimately, the classroom teacher may insist that the class size maximum be enforced."** (p. 25) This right was reinforced by a settlement agreement reached in 2004 between the BTU and the BPS.

When the Boston Public Schools assigns more students to a class than are allowed under our contract, they do a disservice to those students. It is our job to ensure that our kids get the

differentiation and personalized attention that they deserve. We can do this by insisting that our class size limits are enforced.

What should I do if my class size is over the limit?

First, file a grievance immediately. You can do this from the BTU website. At the same time, please download and print the form at the same website and **record your class size each day throughout the year.** We will need this at the end of the year to process your grievance and ensure proper payment if compensation is required.

Second, you should insist that the class size issue is addressed. This could involve moving a student or students to a different class or section, opening a new class, or adding a teacher. While the district may offer a paraprofessional or payment to you, our advice is to "insist that the class size maximum be enforced." This follows our contract, and ensures that our students get the education they deserve. Stay strong. Your principal and others will try to pressure you to settle for a stipend. If you do this, you are letting our colleagues and our kids down.

My principal gave me a form to waive the grievance and accept payment. Should I sign it?

No. We do not believe these forms are valid without involvement of a member of the BTU staff. Do not sign any form without consulting with your building representative, field representative, or BTU Vice President Erik Berg, at eberg@btu.org. We believe that class size issues are most effectively addressed by adding personnel, not paying a stipend. And with the limited exceptions of single-strand elementary schools and secondary schools with a single course offering, the payment that is owed to teachers is significantly more than \$1500.

What payment is owed to teachers who taught oversubscribed classes and the grievance was not resolved?

There are two arbitration decisions governing this situation. The calculations are different for elementary and secondary teachers, but in every case, teachers are owed significantly more than \$1500 per student.

	N 4	
Class Size I 2020 - 2		
*GENERAL ED		*
GENETIAL ED	OOAHON	
BPS SCHOOLS		
Kindergarten – Grade 2	22	
Grades 3 - 5	25	
Grade 6		3 or 4 Schools (now sed/Targeted Support")
Grades 6 - 8		
Grade 9	Level 3 or 4 Schools (now "Focused/Targeted Support")	
Grades 9 - 12		
Grade Combinations (Elem.)		
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. PER CLASS AND FOR TWO STUDENTS \$600.		
* SPECIAL EDUCATION *		
Resource Room	10	
Nesource Mooni	12	
	16	
Early Childhood	6	
	9	
Substantially Separate	8	

	12		
Inclusion	20		
SOME VERY SPECIALIZED CLASSES, E.G. LAB CLUSTER, MAY HAVE A SMALLER CLASS SIZE.			
* BILINGUAL, ESL & SHELTERED IMMERSION *			
ANY Grade	20		
With paraprofessional	25		
K1-K2 with paraprofessional 22			
Teachers should immediately report class size violations by filling out the form at www.btu.org			

Representing a Member at an Investigatory Meeting

In the Boston Public Schools, when an employee is alleged to have engaged in misconduct, the principal or supervisor will issue a letter inviting the employee to an "investigatory meeting," or "IM." This is an opportunity for the principal to investigate the alleged incident and the employee to tell her or his side of the story. Employees are entitled to union representation at this meeting, and representing members at investigatory meetings is an important function of your role as a Building Rep.

If a member asks you to join them at an IM, you should schedule it at a mutually convenient time. Your role is to advise the member, ensure that the member is treated fairly, and take notes.

Weingarten Rights

An employee is entitled to union representation if the employer is investigating an employee's alleged misconduct or inadequate work performance, and the employer convenes a meeting that could result in disciplinary action. An employee's right to have union representation in an investigatory or pre- disciplinary meeting was established for private-sector employees in a 1975 United States Supreme Court decision, *NLRB v. Weingarten, Inc.* The Massachusetts Department of Labor Relations has adopted the Weingarten rules for public employees covered by M.G.L. c.150E.

As a Building Rep at an Investigatory Meeting you have a right to:

- Be informed about the subject matter of the meeting.
- Consult privately with the employee before or during the meeting.
- Speak and be proactive during the interview, as long as doing so does not interfere with or disrupt the meeting.
- Advise and counsel the employee.
- Provide additional information to the employer at the end of questioning.
- Bear witness to the proceedings and take notes.

Conducting Elections and Faculty Votes

Election Protocol

- 1) Elections are run by Building Reps or Faculty Senate Election Committee. If BTU Reps are on the ballot, they organize and run the election but ballots must be distributed, collected and counted by a BTU member other than candidates for election. The election must be held in a neutral area such as the library or cafeteria, wherever possible, *or online in remote learning times*.
- 2) Give at least five (5) School Days written notice including time & location of vote.
- 3) Conducted by written secret ballot, *or electronic ballot*, of those BTU members who are present, eligible and voting.
- 4) Bldg. Reps. control location & time for voting which shall be listed in notice.
- 5) Ballots counted by BTU members other than candidates for election, ex. Faculty Senate Chair, BTU volunteers
- 6) Voters are BTU members assigned more than half time to your building. Eligibility dependent upon type of vote. Please see below.
- *Please use this protocol even when the number of candidates is equal to or less than the number of openings to allow for write in candidates. We want to encourage increased participation and capacity building within our Union. Voting is part of our by-laws

Type of vote

- 1) Waiver votes on contractual changes
 - a. 66% (%) majority
 - b. School site council must formally vote in approval in advance of faculty vote.
- i) Members of any bargaining unit affected by the waiver may vote. For instance, if it is about the length of P&D periods, only members of the teacher bargaining unit would vote because they are the only ones with P&D periods in their contract.
- 2) Middle/High School Teacher Schedule Changes
 - a. Any Master Schedule change (e.g. 6 period, 7-period, block schedule) from one year to another requires a waiver vote in accordance with regular contractual provisions, except a 55% vote is required instead of a 66% (%) vote.
- 3) Elections for BTU members on School Site Council
 - a. Any eligible BTU member can vote and run for office

Note: Building Reps have no obligation to run a fraudulent vote. Some common examples:

- a. School Site Council did not previously and formally approve by vote an issue where approval is necessary
- b. Proposed schedule too vague

Contact your respective BTU Field Rep for clarity if needed.

Faculty Senate Guidelines

Purpose

The purpose of the Faculty Senate (FS) is to play an advisory role in the operation of the school and to problem-solve around issues and concerns of the faculty. FS should be formed in each school building and will be recognized by the administration as having an advisory voice.

Membership & Structure

- All BTU members are members of the FS and should be welcomed and encouraged to attend.
- Non-BTU members cannot attend or be part of FS meetings unless explicitly invited by the FS and for a specific purpose.
- FS members should elect co-chairs who facilitate and coordinate FS by October of each school year.
- FS should be run by elected co-chairs. If possible, FS chairs should not also be the elected Building Reps;
- FS should be well coordinated and in direct communication with Building Reps in all contract matters and union policy

Meetings

- Building representatives should organize the first meeting of the Faculty Senate.
- At that first meeting, FS co-chairs should be elected. Dates and times for Faculty Senate meetings should be set and communicated.
- Faculty Senate meetings shall be held at least once a month.
- Faculty Senate meeting is typically set to follow the BTU membership meeting, which
 occurs on the second Wednesday of each month. This makes it possible for school-based
 union representatives to be able to report on important issues that are raised at the monthly
 membership meetings.

Communications

- FS should keep accurate attendance and minutes that will be shared with other FS members monthly
- Faculty Senate representatives shall meet monthly with the Principal/Headmaster to discuss issues that come up at FS meetings.
- After meeting with administration, the representatives from FS shall report back to the FS
 members. Issues that are not resolved should be discussed at the next Faculty Senate meeting
 at which time further action can be planned.

Setting up a faculty senate is as easy at 1-2-3

What is a Faculty Senate? The Faculty Senate is a place to identify common issues and set agreed upon goals and solutions to those issues, and a place to build community and unity amongst our members at a school.

1) Before the Meeting:

- a) Invite all members using a list-serve (excluding administration)
- b) Create an agenda, send it out to staff a day or two before the meeting with a reminder

2) At The Meeting

- a) Sign Up Sheet: have a sign-up sheet where you can record members' names, phone numbers and non-BPS emails as they enter the meeting
- b) Introductions and Who's In The Room: Name and role at the school, make a note of what grade levels and or specialists are not represented in the room and identify teachers who are present to report back to all missing parties. You might want to have a Google Doc of running notes from the meeting, too!
- c) Determine Norms as a Group: This ensures that the meeting remains a safe space to share and learn from each other. Some Suggestions are:
 - i) Assume Best Intentions
 - ii) Agree to Disagree
 - iii) Respect Confidentiality
 - iv) Step up Step Back
 - v) Stick to the agenda
- d) Explain What a FS Is and Isn't: Is a place where we come together to problem solve and build unity within the school. Isn't a place to just complain.
- e) Assign a Note Taker: Ask someone to volunteer to take notes
- f) Explain Issue Identifying Protocol: a way to identify common issues and start tackling the most common ones first.
 - Depending on the size of the group, use post-its or name tags: smaller groups use post-its, larger groups use name tags.
 - ii) Ask each person to take 1-2 minutes to think of the greatest challenge confronting the school.
 - iii) Write it in as few words as possible on the post-its or name tags. Only one per person!

For Larger Groups:

- Have members wear their issue name tags and do a silent gallery walk to see what other people are concerned about and also start forming affinity groups based on similar issues. The issues of the largest groups will take precedence.
- Once everyone is in a group:
 - Discuss the issue and summarize it in one sentence.
 - Describe what the school would look like if this wasn't an issue-what's the ideal vision?
 - What are concrete steps you can take to address this issue and move towards the vision of what it should be like? (Record on large paper)
- Selection Process: Have each member walk around and check off one concrete solution from each affinity group.
- Tally up member choices and create a list of the most popular solutions to present to the administration. Proceed to Step 3, Next Steps.

For Smaller Groups

- Have members post sticky notes on a wall or poster board.
- Selection process: Arrange stickies to form groups based on Identical/similar issues.
- Select the largest issue to tackle as a group (the one with the most stickies)
- As a whole group:
 - Discuss the issue and summarize it in one sentence
 - Describe what the school would look like if this wasn't an issue
 - What are concrete steps you can take to address this issue and move towards the vision of what it should be like. (record on large paper)
- Proceed to Step 3, Next Steps.

3) Next Steps

- a) Set Date For Next FS Meeting, if there's not a set date already--It's best to set a regular schedule! (i.e. First Friday of every month an hour before school starts.)
- b) Take Notes: record notes in a google doc and share with all BTU members, present and absent or have a binder of notes that those who are not present can check.
- c) Check-In: Report meeting highlights and solutions to absent staff, if the majority of the staff agrees with the solutions then proceed.
- d) Notice: It may take one or more meetings to get to the point where your faculty senate is ready to present your solutions to admin.
- e) Meet with Admin: It is important for members and administration to work together to create better working and learning environments for all students.
- f) Schedule a Meeting: Set a date and time with the Principal to meet with staff. It's a great idea to set up monthly recurring meetings with admin to discuss issues and solutions generated in faculty senate meetings.
- g) Meet with Principal/Admin: Ask members to volunteer to attend a meeting with admin as a representative group of about 4-7 staff members from as many grade levels and content specialists as possible. (i.e. one of each kindergarten, 1st, 2nd, 3rd, 4th and 5th grade teacher, a specialist and the nurse)
- h) Get a Confirmation: If the Admin agrees to implement solutions make a note of it, and hold them accountable. If they do not give a clear confirmation to adopt said suggestions, ask that they make some recommendations of their own since the issue is harming the school community, and make a note of it.
- i) Report Back: Update staff on the outcome of the meeting with Admin. Once one or more issues are resolved, move down to the next major issue and find solutions to those concerns.

Role of the School Site Council, the Personnel Subcommittee and the Instructional Leadership Team

The parties agree that 1) the School Site Council shall remain the central governing body of the school under the school-based management/shared decision making model; 2) the Instructional Leadership Team is an advisory body to the principal/headmaster on issues related to teaching, learning, assessment, and professional development; and 3) the decisions of the Personnel Subcommittee are not subject to the approval of the School Site Council.

School Site Council

- 1) The Role of the School Site Council shall be*:
- a) To review and approve the Whole School Improvement Plan within guidelines established by the Superintendent.
- b) To approve the budget for discretionary school materials, supplies, textbooks and equipment, including the use of school improvement award funds.
- c) To develop and approve plans for increasing parent involvement in the school.
- d) To approve waivers.
- e) To review and approve recommendations of the Instructional Leadership Team that will have a major effect on the school community. Such recommendations need not be forwarded to the School Site Council unless they are endorsed by the principal/headmaster.
- f) To review and approve recommendations from any other committee or group that is established to recommend changes that will have a major effect on the school community.
- g) To receive information about all outside programs and outside professionals that come into the school.
- h) To review and comment on the entire school budget, including the General Fund and External Funds budgets in a timely fashion. Upon written request school site council members shall be provided with written or electronic copies of school budgets.

Voting: Formally, decisions of a School Site Council will be by majority vote with the Principal/Headmaster voting with the majority. The Principal/Headmaster may not delegate his or her vote except in emergency situations. The Principal/Headmaster is required to account in writing and in person (at a subsequent meeting) for any vote in contravention of a majority of the Council. In the event that a school has no sitting or acting Principal/Headmaster, the appropriate central office administrator or his or her designee shall be substituted.

*Each School Site Council is responsible for finding ways to implement the intent of the provisions governing school-based management in ways that do not violate outstanding court orders or state and federal laws and regulations.

Personnel Subcommittee

- 2) The Role of the Personnel Subcommittee of the School Site Council shall be:
- a) To approve the hiring of new BTU teachers' bargaining unit staff and in-transfer of BTU teachers' bargaining unit staff from other schools in the system and the choice of teachers from the Post Transfer Placement Process (PTPP).
- b) To approve the selection of Lead Teachers, Mentor Teachers, and new athletic coaches.
- c) To determine the schedule and procedures for reviewing candidates for positions.

Instruction Leadership Team

- 3) The Role of the Instructional Leadership Team:
- a) An Instructional Leadership Team shall be established at each school and shall be a representative body of the professional staff at the school. It shall be composed of administrators and teachers from the various grade levels, disciplines, and programs of the school.
- b) The Team shall serve as an advisory board to the principal/headmaster on issues related to teaching, learning, assessment and professional development.
- c) It shall be the responsibility of the principal/ headmaster to give a report each month to the School Site Council on the activities of the Instructional Leadership Team.
- d) Any recommendation of the ILT that alters the Whole School Improvement Plan or may have a major effect on the school community and which is supported by the principal/headmaster shall be subject to the approval of the School Site Council before being implemented.

New Contract Language

Each Principal/Headmaster will create a description of the process for composing the ILT, Communicate the process to staff, and take the process to the School Site Council for Input. Where ILT members are compensated, the process shall include a job description.

Getting to Know the Contract

New Contract Highlights: from June 2019

This is a summary of the major provisions of the contract and is NOT actual contractual language or to be used as such.

Duration: 3 years, 1 year retroactive (September 1,2018-August 31, 2021)

Wage Increases For All Bargaining Units: Teachers, Paras, Subs, and ABA's

2% (Sep 2018-2019), 2% (Sep 2019-2020) 2% (Sep 2020-2021)

Teachers Contract:

Pilot School Compensation: Previously, teachers in Pilot schools were uncompensated for the first 95 hours. Now there will be compensation for 47 hours-95 hours and all hours from 47-145 shall be paid by the school department. Compensation beyond 145 hours remains the responsibility of the school. This rate is now comparable to that of Schedule A schools.

Turnaround School Compensation: Turnaround school will have their pay raised to

\$40.26/hour and be subject to contractual increases in rates and differentials. Rate is also comparable to that of Schedule A schools.

ILT: New expectation that there be a description and communication of the process for ILT selection, including job description where ILT members are compensated.

Students With High Needs

Homeless Students:

- Citywide commision with at least 3 BTU educators appointed by BTU
- Guidance for utilizing funding for homeless students and families
- \$100,000 per each year of the contract for additional investments to support homeless students

Hub Community Schools:

- Establish process to explore expansion of Hub Community Schools that provide a coordinator for wrap-around supports and whole-child initiatives
- New BTU position of City-Wide Hub Community School Coordinator to facilitate and support existing and potential Hub Community Schools

Mental Health Providers or Social Emotional Learning Staffing in Schools:

• There will be an additional 4 school psychologists and 19 additional mental health staff (for a total of 23) added by the end of the contract. The additional mental health staff can be: psychologists, social workers, school guidance counselors or pupil adjustment

counselors. There will also be a new Supervisor of Attendance for the life of this contract.

Class Size

Early Ed:

- All K2 classrooms will have a full time para beginning SY 2020-2021. Additional K2 paras will be added this fall
- SEI, bilingual and ESL classes now have a class size max of 22 for grades K-0 through K2 (down from 25 with a para)

Caseloads for RSPs:

- Joint Labor Management Task Force established to define a formula for workload assignment for SLPs, OTs, PTs, TODs, TVIs, APEs and school psychologists. FBA's will be considered as part of workload. Pilot can be implemented and replace individual caseload maxima if both parties agree. JLM will also review and remediate caseloads of individual service providers when needed
- School psych caseload will be 1 to 700 citywide beginning SY 2020-2021 (which will result in the 4 additional school psych).

Inclusion

- In an MOU-Working group established with BPS, BTU and City of Boston and stakeholders to further address the needs of inclusion students in the district, including
- additional monetary investment from the city and parameters for the work group to consider the requirement that all inclusion classrooms staffed with more than one staff
- member; pd needs, restrictions on number of licenses, adequate time for paperwork
- 1 teacher inclusion classrooms teachers no longer will be expected to provide ESL services (unless the teacher agrees to a stipend) must be provided by another licensed teacher
- 1 teacher inclusion classrooms no longer expected expected to provide resource room support, must be provided by another licensed teacher
- No more than 50% of students can be on an IEP

Scheduling and Teaching Load

- Consecutive teaching minutes for secondary school classes extended from 160 to 165
- Day before Thanksgiving: student release 2 hours and 30 minutes early, staff released 2 hours and 20 minutes early from regular dismissal time.

- Last two days of school: students may be dismissed 2 hours and 30 minutes early, staff required to work full day unless released by admin.
- TFT in ELT agreement amended to be used for alternate uses:
- 40 minutes TFT converted to P & D (for a total of 75 additional minutes of P & D, which can be used for a 5th P & D)
- TFT time can be used for CPT in middle grades now

Coaches

- \$75,000 of additional funds for new assistant coaches, with priority in sports where they don't exist
- \$25,000 of additional funds towards increasing pay equity between coaches

COSE

- New "Citywide ETF" positions: Eligibility and Placement Specialists with an individual caseload of 150, each case counting as 1. Will chair initial evals and re-evals, and spend up to / no more than 10 hours a month mentoring new COSE
- Early intervention referrals and most service-only students will be removed from school-based COSE caseloads
- School-based COSE shall be assigned to no more than 3 schools and will be responsible for AR's, IEP's from those meetings, original 504's and plans (except from initials), support school based student support teams and compliance for services and accommodations and have a new individual caseload of 165, where each case (current IEP or 504 plan) counts as 1

Nurses

• By the end of SY 20-21, there will be a full time nurse in every school building. Implementation begins SY 19-20. Nurses in low acuity schools may help out other schools with higher acuity as long as they don't have to leave their buildings.

Itinerant Service Providers

- School Dept will provide testing kits and other protocols to all itinerant service providers and budget \$200 per provider for supplies.
- Separate budget for PD through the joint union management committee.

Excessing

• Where two licenses are required, educators get 1 year notice of the requirement so that they can get the new license required for the position. There will be reimbursement of

up to \$1550. There can be an extension to July 31 if progress is being made towards getting the additional license, based on current DESE requirements for demonstrating progress. Additional extensions can be made with discretion from OHC.

Performance Evaluation and new Educator Supports Program

- Language in contract has been updated to reflect new state laws and regulations.
- The Peer Assistance (coaching only) and PAR (coaching and evaluation) programs are merged with Consulting Teachers able to provide the services of either previous program
- The rules for BTU members serving as evaluators of other BTU members are codified.
 - BTU members may not serve as an evaluator for educators rated less than proficient, or where evidence and observation suggests they may be rated less than proficient.

LATFs

- Payment at elementary school level will be \$300 per every 25 EL
- For middle schools and high schools, LATF allowed two admin periods for duties

Paraprofessionals Contract:

- Paras will be evaluated by the building administrator or designee. There will be a joint committee to revise the process beginning 9/1/19
- There will be a new para mentoring program piloted for SY 19-20 and training provided to ten new para mentors who will receive a stipend of \$1500.
- Library will be eligible for PD on the first and second day of school before students arrive and have at least 10 hours of release time for the school year.
- Seniority will begin after 60 school days (instead of 30 days)
- Sick days will become available earlier (from 90 to 60 days)
- There are changes in the non basic para staffing and transfer process where they can opt into the "excess pool" to obtain a basic para position with a new timeline
- There will be PD available for paraprofessionals on the first and second day of school (before students arrive) that principals can send paras to.
- Beginning SY 19-20, there will be a wage increase of \$1.00 on the base for each step and lane for basic paras, security, library, surround care and 1 to 1 paras.
- Beginning SY 19-20 there will be an additional step beyond Step 4 for all paras

Substitutes Contract:

- Cluster subs will be paid on a 22 paycheck cycle (steady pay vs gaps from vacations and holidays)
- Three salary grid for subs to take into account longer school days. There are three different rates for three different school day hours:
- There will be one time \$500 retro pay for any sub who worked 120 days or more during SY 18-19 in a schedule A school.
- New increase to Per Diem sub bonus by \$250

ABA Contract

- Joint committee established to create a new performance evaluation for ABAs
- Right to request a meeting with their Program Director of supervisor if there are concerns about groupings of students
- ABAs who have worked at least 120 days in the prior SY will advance one step at the beginning
 of each new school year. Time worked as an ABA specialist or para will count.
- New educational differential of \$1500 for ABAs who obtain a BCBA or BCaBA, indexed to wages
- 8 days of preparation, closeout time and pd in addition 2 days before students arrive for a total work year of 190 days.
- 8 days are spread and scheduled throughout the school year during specific times
- ABA's not required to work ESY
- ABA specialists shall receive 13 paid holiday days on officially designated days
- 215 day ABAs will work 25 extra days for ESY, clarification of timeline and guidelines for converting to 190 days

Side Letters

- MOU on Inclusion including working group, charge, mission/objectives, considerations for recommendations to improve inclusion, and commitment of additional resources from the City of Boston.
- 2) MOU of Shared Values outlines commitment of both parties to work together to expand inclusive and culturally relevant practices equitably across the district, including opportunities for ethnic studies, athletics, arts, and extracurriculars as well as access to technology and curriculum (including dual language curriculum).

Common Questions about PD and Scheduling

What is the length of the school day?

- Teachers in Schedule A elementary schools have to be present in school for 7:10 each day.
- Teachers in Schedule A middle schools work 7:20 per day
- Teachers in most secondary schools and EECs and ELCs 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 are the hours of professional development?

- There are 18 hours of mandatory professional development for teacher bargaining unit members.
- There are 12 hours of mandatory professional development for paraprofessional bargaining unit members.
- The building administrator may establish the professional development schedule provided that the meeting schedule be provided to the staff no later than the end of school for the preceding year, none of the time be scheduled over the summer unless there is a waiver vote under CBA, and provided that no professional development time be scheduled on the 2nd Wed. of the month, and must be at least two hours in length.
- Teachers will receive a PDP certificate at the end of the school year for all time spent in professional development activities. Teachers may combine PDP activities year-to-year to comply with state requirements.
- For all of the above, the professional development content belongs exclusively to the building administrator and participants get PDP-certificates for their attendance for all of the PD time required.

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 a scheduled 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.

Is January 4th an all day Professional Day?

• Each staff by a majority vote (secret ballot, five days' notice, run by the BTU Building Rep.) can convert January 4th 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.

Specialty staff throughout the city have one day set aside for PD, and that day is January 2

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.

Scheduling Breakdown in Traditional and Schedule A Schools: Teachers

	Non-Scl A - Tradit Schools		Schedule A		Schedule A Changes in TA	
Contract Provision		Secondary ¹	Elementary	Secondary ¹	Elementary	Second-
Elementary	_					ary
Length of Work Day	6:30	6:40	7:10	7:20	No change	No change
Instruc- tional Day	6:00 ²	6:10	6:40²	6:50	No change	No change
Report and	:15 before and	:15 before and	:15 before and	:15 before and		
Sign-out	:15 after instructional	:15 after instructional	:15 after instructional	:15 after instructional	No change	No change
	day _{3,4}	day _{3,4}	day _{3,4}	day _{3,4}		
Con- secutive Teaching Minutes	N/A	160	N/A	160	No change	165
Maximum Teaching Time Per Day	N/A	240	N/A	280	No change	No change
P&D Peri- ods (mini- mum)	48min. 4x/wk⁵	240min./wk ⁶	48min. 4x/wk ⁵ + 35 min/wk ⁷	240min/wk ⁶ + 35 min/wk ⁷	+40 minutes/week	No change

- Includes McCormack, Irving, Edwards, Horace Mann
- 2 K-8 schools should default to elementary length instructional day (students only; work day is by grade level).
- Where instructional day is longer or shorter than prescribed time, overall length of workday may not exceed that listed in Row 1
- 4 These :30 may be reallocated (e.g. 10 before and 20 after) by a majority vote of the faculty
- 5 No more than 2 P&Ds per day
- 6 P&D must be provided daily, no shorter than 40 consecutive minutes.
- 7 Must be in either 1 35min. block per week or 5 7-minute periods

Common Planning Time (CPT)	48 min./wk	see note ⁸	48 min./wk	see note ⁸	No change	1 40-min- ute period may be added
Du- ty-Free Lunches	40min	25min	40min	25min	No change	No change
Teacher Facilitat- ed Time (TFT)	0	0	40 min/wk	40 min/wk	Elimi- nated, becomes P&D	Eliminat- ed , may be- come CPT
PD Calendar	Principal sets calen- dar	Principal sets calen- dar	staff approves in June	staff approves in June	No change	No change

Scheduling Breakdown in Traditional and Schedule A Schools: Paraprofessionals

	Standard CBA Language (Pre- Schedule A)	Schedule A
Con- tract Provi- sion	All Paraprofession- als	All Paraprofession- als ⁹
Minimum Length of Work Day	6:10 ¹⁰	6:50 ¹⁰
Length of Break	:10	:10
Duty-Free Lunch- es	:30	:30

- 8 Secondary schools do not have contractual CPT time. Generally, such time is allocated through an administrative period.
- Some traditional and schedule A schools schedule and compensate paraprofessionals for hours beyond those outlined here. For example, secondary schools like Edwards, McCormack and others with a 6:50 instructional day set the para work day at 7:00.
- Paraprofessionals are hourly employees and as such must be compensated for all hours worked, including those beyond the length of the work day.

Contractual Benefit Package for all Teachers*

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. For more detailed information on any of the below, please call the BTU office or visit btu.org.

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

Personal and Sick Leave: Teachers

- 1) Leave of Absence:
 - a) Teachers granted sick, FML, or parental leaves where they have enough sick time accrued shall be permitted to continue to establish creditable service towards retirement while on such leave.
- 2) Sick Leave
 - a) Annual leave for fifteen (15) days without loss of pay for absences caused by illness or by injury, or by exposure to contagious disease.
 - b) Sick leave may accumulate from year to year.
 - c) Each September, 15 days of sick leave shall be added to the reserve of each person in actual service on or before October 1 of that school year.
 - d) A person appointed after October 1 of any school year shall be granted sick leave for that school year on the following basis:
 - i) A person appointed after October 1 but before January 1 shall be granted twelve (12) days sick leave for that school year.
 - ii) A person appointed after January 1 but before April 1 shall be granted eight (8) days of sick leave for that school year.
 - iii) A person appointed after April 1 shall be granted four (4) days leave for that school year.
 - e) Up to thirty (30) days of accumulated sick leave may be used for family illness in each school year. Additional leave for this purpose is subject to the approval of the Office of Human Capital.
 - f) Under the Families First Coronavirus Response Act, certain City employees may be eligible for up to two weeks of paid sick leave related to COVID 19, through December 31, 2020. Contact your Field Rep for more information.

3) Personal Leaves and Miscellaneous Paid Leave

a) General

- i) Personal leave may be used for personal needs not otherwise provided for, such as to receive a college degree; graduation of immediate member, including niece and nephew; veteran's and educational; and funerals of family/friends/teachers.
- ii) Request for personal leave other than in an emergency shall be submitted to the building administrator as early as possible prior to the day being requested. In no event will a personal leave be granted during a school emergency.
- iii) Employees shall be entitled to use up to four (4) personal days per school year. Up to four (4) such personal days not used in the year for which they are granted are added to the person's sick leave.
- b) Limit on Number of Persons Taking Leave at the same time
 - i) Except at the discretion of the building administrator, not more than five (5) percent of the teachers may be eligible for personal leave on the same day.
- c) Limit on Personal Days Before and After School Vacations.
 - i) No teacher may take a personal day on both the day before and after a school vacation, including the Thanksgiving recess.

4) Religious Holidays

- a) Up to two (2) days without loss of pay or personal leave for the observance of the Jewish Holy Days, Rosh Hashanah and Yom Kippur, and for the observance of the Muslim religious holidays, Eidul-Fitr and Eidul-Adha.
- a) One (1) day without loss of pay for Good Friday observance of the Eastern Orthodox Church.

5) Death in Immediate Family

- a) Up to five (5) days without the loss of pay, in the event of a death in the immediate family, including mother-in-law or father-in-law or anyone residing in the same household with the teacher. (Days are consecutive school days immediately preceding, following or including the day of death. Holidays, vacations or suspended sessions shall be considered school days under this provision.
- b) One (1) day without loss of pay, shall be provided for a niece, nephew, uncle, aunt, and inlaw other than above.
- c) Three (3) days without loss of pay shall be provided for the death of a grandchild or grandparent.

6) Court Leave

a) The Boston School Department will provide release time without loss of pay for court appearances on school business, including cases involving job-related teacher assaults.

An Open Letter to All New Provisionals

Caren Carew and Michael McLaughlin

August, 2020

Dear provisional teacher, nurse, and other bargaining unit members,

Welcome to the Boston Public Schools and the Boston Teachers Union. Below is a synopsis of your contractual benefits under the current collective bargaining agreement.

Salary Step Placement

Teachers* are entitled to receive salary credit for up to three years of teaching experience outside the Boston system. The service must have been under contract, full-time (not substitute), and for 160 days or more in the given school year(s) you must have taught under a Mass. Teaching Certificate or equivalent.

You must apply for salary credit by providing documentation of the above on official stationery with letterhead from the school district. Your documentation MUST be accompanied by a "PSO-3" form completed on line requesting the new salary step. Do not wait to file these forms, as credit is retroactive under only certain conditions. Do NOT assume that the recruitment office or anyone else who may have your credentials on file has forwarded any of your credentials to the proper authority for processing. You have to follow up on this yourself. As always, feel free to call one of us for a full explanation at 617-288-2000.

All credentials and applications must be filed with the Office of Human Capital directly, preferably in person. Do not rely on your building administrator to do this for you. For all important personnel submissions to BPS, the following is STRONGLY advised: Do not mail, either by interdepartmental mail or by U.S. mail. Instead, hand-deliver two copies of each document to the Office of Human Capital, 2300 Washington Street Roxbury, MA., 4th floor. Have all copies date-stamped, and retain one of each copy for your own records.

Teachers are additionally eligible for up to three years' credit for service inside the Boston system. Eligible service includes substitute service (as long as you worked 120 days or more in a given school year), provisional service, and prior permanent service.

Teachers who were paraprofessionals can get salary credit for time worked as a paraprofessional on a 1 to 3 basis, that is one year of teacher salary credit for every three years worked as a paraprofessional. (Similarly, teachers who were paraprofessionals can get on a one-to-one basis creditable time towards career award service based on their paraprofessional service.) To obtain credit in either of these cases, a PSO-3 form should be filed with the Office of Human Resources. Using that form, state specifically what you are seeking, based on what service. The Office of Human Capital will verify your claim.

Academic Lane Placements

Provisional Teachers are also eligible for academic lane advancement, with increments provided for Bachelors + 15, (Graduate or In-Service credits), Masters, Masters + 15, Masters + 30, Masters + 45, Masters + 60, Masters + 75 and Doctorate. YOU MUST FILE A PSO-3 APPLICATION TO ADVANCE LANES. (As stated above, do not rely on anyone else to do this for you; and, further, do not assume that your credentials are on file with the Office of Human Capital unless you have a date-stamped copy to prove it.

N.B. Make sure all supporting documentation is attached to any application requiring same. As above, keep date-stamped copies of all material. When filling out the PSO-3 form, only your signature is required.

As above with applications for salary step credit, file all documents yourself as soon as possible directly with the Office of Human Capital. Incidentally, you should save all pay stubs to confirm salary amounts/changes, etc. Should you not see a deserved payroll change within three paycheck cycles, you should contact one of us.

Vocational teachers may be eligible for specific salary lane adjustments. Please consult the BTU Contract for more information.

HINT: SAVE YOUR PAY STUBS and MONITOR ANY PAYROLL ADJUSTMENTS

It is good practice for you to retain all pay stubs and to at least twice yearly review your pay stub for accuracy of deductions and correct lane and step placement. Further, it is good practice to review carefully your pay stub after any salary change request to insure proper payment.)

Sick and Personal Days

You are entitled each year to 15 sick days and 4 personal days (12 if hired between 10/1 and 1/1). 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 use of personal leave. Consult your BTU building representative and/or BTU contract for a full explanation.) Also, days are given for bereavement. For a complete list of allowed leaves, please consult the BTU contract.

Health and Welfare Benefits

Provisionals are eligible to partake in benefits provided by the BTU Health and Welfare Fund. Major benefits include a dental plan, a pre-paid legal plan, and an eye care center. For enrollment in the plan, call the BTU Health and Welfare Office (located at the BTU headquarters) at 617-288-0500. Ask for a brochure which gives a detailed explanation of all benefits.

Health Insurance

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

Direct Deposits of Paychecks

Provisional employees are now eligible to have their paychecks directly deposited into their bank. The Direct Deposit plan has been overwhelmingly successful. A full explanation can be found in a Superintendent's Circular at your school site or on-line on BPS website.

Credit Union

Provisionals are also eligible to join the Tremont Credit Union (no relation to the BTU) with offices located at:

- Longwood Galleria: 350 Longwood Avenue, Boston
- Roslindale Branch & ATM: 10 Corinth Street, Roslindale
- Bayside Branch: Boston Teachers Union, 180 Mount Vernon Street, Dorchester
- Milton: 2 Granite Ave, Milton

Through the Credit Union, you may arrange for and take care of many banking needs. For more information, call 1-781- 843-5626 or 800-370-1939

Joining the BTU

All of the above benefits have come as a result of over 50 years of collective bargaining between the BTU and the Boston School Committee. As exclusive bargaining agent, the BTU negotiates the contract, enforces the contract, and promotes the general welfare of our membership.

Each school has a BTU Building Representative(s), elected by the BTU staff in the building for dealings with the administration. The Building Representative is also the first line of communication between the building staff and the BTU Office. Many questions can be easily and quickly answered at the building level by asking the building representative.

Joining with nearly 7,000 other members makes us a stronger union, better able to represent all of us. We encourage you to join. If you haven't already filled out a membership application, please ask your BTU Building Representative for one. Visit the Frequently Asked Questions on our web page www.btu.org to learn more about union operations and member benefits.

- * The Word "Teachers" in this document is a generic term for all provisional teachers, nurses, and others who are eligible for salary credit, but the criteria for creditable service varies. Please call the BTU office for information.
- ** Please note that this 60-day time limit for registering for medical insurance is firm. If you miss your particular deadline, you will not be able to register for insurance until the spring of 2018 for insurance to take effect the following school year.

A Primer of Rights and Benefits for Paraprofessionals

Dear Paraprofessional:

Welcome to the Boston Teachers Union. 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 Capital in order to receive your correct pay rate. All transcripts must be filed with the Office of Human Capital directly.

Sick and Personal Days

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

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

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

Health and Welfare Benefits

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

Health Insurance

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

Joining the BTU

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

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

As a member of the BTU, you'll also belong to the American Federation of Teachers, Massachusetts (AFTMA), the Massachusetts AFL-CIO, and the American Federation of Teachers in Washington

D.C. (AFT). You will begin to receive monthly mailings from the BTU, AFTMA and the AFT. To sign up for AFT benefits, use this email: www.aft.org/memberbenefits.

Joining with nearly 8000 others makes us a stronger union, better able to help each of us. We encourage you to join. (Consult your building representative for a copy of the contract.)

Credit Union

Paras are also eligible to join the Tremont Credit Union, with offices located at BTU headquarters and at the Braintree Executive Park, 150 Grossman Drive, Braintree, MA 02184. Through the Credit Union you may authorize payroll deductions for savings and checking, arrange for a loan, and take care of many other banking needs. To join, bring \$30.00 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

Our membership meetings are held the 2nd Wednesday of each month at 4:30 PM at the Union headquarters in Dorchester, or on zoom during remote learning times.

Each school has Union Building Representatives, elected to serve the staff in the building in dealings with the administration. The building representative is also the first line of communication 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 seven full-time officers and staff to serve the membership. Office hours are 8 AM to 5 PM. The office is open all weekdays including school vacations, but is closed on state, local and national holidays, the day after Thanksgiving, Christmas Eve and Good Friday. The office number is 617-288-2000.

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

Sincerely yours, Colleen Hart

Paraprofessional/ABA/Substitute Teacher Field Representative

Contractual Benefit Package for Substitute Teachers

Salary Schedule:

Effective September 1, 2020 - August 31, 2021: 2%

		Long Term	Long Term	
Cluster/Hours	Per Diem	(after 10 days)	(after 25 days)	Building Sub
6:00 - 6:39	157.78	175.52	317.59	192.09
6:40 - 7:09	170.51	188.26	330.32	204.82
7:10 +	175.82	193.56	335.63	210.13

Salary Differential

Effective 9/1/07, all substitute teachers who hold an active, Massachusetts teaching license shall receive a differential equal to three percent (3%) of the per diem rate.

Per Diem Annual Bonus

Individuals who served as per diem substitutes for 120 days or more during the school year will receive a bonus of \$1,000 in June of that year. Individuals who served as per diem substitutes for 150 days or more during the school year will receive a bonus of \$1,500 in June of that year. Per the new Contract (ratified in 2019), per diem bonus will increase by \$250. Interruption of service does not disqualify you from receiving this bonus. As long as you have completed the 120 or 150 day per diem requirement, you are eligible to receive it.

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. Accumulative sick leave cannot be used while serving as a per diem substitute.

BTU Health and Welfare Benefits

- 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.
- Cluster substitute teachers are granted bereavement.
- Cluster substitutes shall be included in the Paraprofessional Health and Welfare Fund benefit for dental insurance, eye care and legal services and Bereavement Leave.

Health Insurance

 Substitute teachers and nurses who work a minimum of three days per week are eligible for health insurance. This should be obtained after the first 30 days of employment but before 60 days of employment by calling the City of Boston's Group Insurance office at City Hall at (617) 635-4570; or you can visit the office at Boston City Hall, Room 807; or you can sign up at open enrollment in April of each year.

- If a substitute works twenty (20) hours per week on a regular basis, he/she may receive health insurance as follows:
- 75% of the total month 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 thirty (30) days of employment or at open enrollment in April of each year.

Professional Days

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

18 Hours of Professional Development

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

Application for Teaching Positions

Those substitute teachers who are certified, recommended as a result of central interview, have a letter of recommendation from a Boston Public Schools administrator, and who apply for teaching positions, will be guaranteed up to four (4) 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." To start this process, email: recruitment@bostonpublicschools.org.

Retired teachers

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

Substitute Retirement

Automatic 7.5% pre-tax deduction

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

OBRA – Contact Lisa Cardinal, Account Executive, Massachusetts SMART Plan of Great West Retirement Services:

P.O. Box 173764 Denver, CO 80217-3764

Tel: 1 877 457 1900 Fax: 1 866 745 5166 www.mass-smart.com

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

Contractual Benefits Package for ABA Specialists

Dear ABA Specialist:

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

Salary Step Placement

ABA Specialists shall advance one step per year, so long as you have worked 120 days in the prior school year. The above ABA pay scales shall increase by the same percentage increases as the other BTU bargaining units and the effective date(s) of those percentage increases shall be the same as the effective dates applied in those other BTU bargaining units.

Sick and Personal Days

Commencing with the first year of service (following a sixty-day probationary period) and annually thereafter, each September, fifteen (15) days of sick leave shall be granted to each ABA Specialist in actual service on or before October 1st of that year. Sick leave not used in the year of service for which it was granted shall be accumulated for use in subsequent years. ABA specialists who have completed their probationary period will be allowed personal leave for personal needs not otherwise provided for, not more than four days per year without loss of pay. All personal days not used in the year for which they are granted shall be added to the employee's sick leave entitlement for use in subsequent years.

The work day for all ABA Specialists shall be seven and one half hours, inclusive of lunch. ABA Specialists shall have a paid duty free lunch of at least thirty (30) minutes and not less than sixty (60) minutes of self-directed time per day, without the presence of students. The supervisors of ABA Specialists shall review and approve ABA Specialists' work day schedules prior to September 1 of each year.

Health and Welfare Benefits

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

Health Insurance

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

Joining the BTU

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

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

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

Joining with nearly 7000 others make us a stronger union, better able to help each of us. (Consult your building representative for a copy of the contract.)

Credit Union

ABA Specialists 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 \$30.00 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

Our membership meetings are held the 2nd Wednesday of each month at 4:30 PM at the Union headquarters in Dorchester.

Each school has Union Building Representatives, elected to serve the staff in the buildings in dealings with the administration. The building representatives is also the first line of communication 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 seven full-time officers and staff to serve the membership. Office hours are 8 AM to 5 PM. The office is open all weekdays including school vacations, but is closed on state, local and national holidays, the day after Thanksgiving, Christmas Eve and Good Friday. The office number is 617-288-2000.

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

Sincerely yours, Colleen M. Hart Paraprofessional/Substitute/ABA Field Representative

Resources for Autonomous Schools

Four Types of Autonomous Schools in BPS

Four types of autonomous schools in BPS

Created by agreement between BPS and BTU in 1995 **Pilot** Operate based on Pilot Schools Manual, developed by Pilot school leaders Negotiate working conditions with teachers, codified in school-specific Election to Work **Schools** Agreements (EWAs) Created by the state legislature in 2010 **Innovation** Operate under individual Memorandum of Understanding with BPS, based on Innovation Plans approved by the school committee **Schools** Like Pilot Schools each Innovation school also has its own EWA **Horace Mann** Created by the state legislature in 2010 Authorized by the state Charter Operate with autonomies similar tot hat of Commonwealth charter schools working conditions are further detailed in a MOU with the district **Schools** Created by the state legislature **Turnaround** Selected by the district for increased support after "Level 4" designation Granted some of the budget, staffing and time flexibility that Pilot an innovation schools have **Schools** Staff receive stipends for increased time Retain significant flexibility from the terms of collective bargaining agreements

Pilot School Schedules

Pilot schools 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.

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 additional non-student days: the two days after Labor Day and the day after the Winter/December break. These three non-student days, however, are 6-hour days for a total of 18 hours. In addition to the '180' plus the '3', there are 18 additional 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 45 will be compensated, so it is important to confirm the actual number of hours required. The first 100 hours in excess of 45 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.

Turnaround School Schedules

Beginning with the 2012-2013 school year, the MA Department of Elementary and Secondary Education established "Turnaround Schools," which have also been known as "Level 4" schools. The existence of Turnaround Schools was established by state law, and unions lose some collective bargaining rights in Turnaround Schools. Turnaround Schools may work longer hours for additional compensation, the terms of which are usually governed by a Memorandum of Agreement negotiated by the BTU and the School Department, but in any case should be no less than \$40.26 per hour during the 2019-2020 School Year.

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

Crafting a Thoughtful Election to Work Agreement (EWA)

Pilot Schools and Election to Work Agreements

Every year, according to our contract (pg. 17-19), Pilot Schools have an opportunity to revisit the Election to Work Agreement (EWA) that determines the working conditions at their school. Contract language states that the agreement designating length of work day and school year, professional development time, and summer work, originates with the Governing Board. However, in practice, Building Reps and staff in many pilot schools initiate the work to revamp Election to Work Agreements. Building Reps should look to gather input from members and craft new language in the fall in order to be able to impact the EWA for the following year. The proposed changes should be shared with the Governing Board. The Governing Board is required to present the staff at the school with a proposal for the EWA for the following year by January 15. BTU Bargaining Unit members can vote to reject the Governing Board's proposal by a 2/3 majority vote and then return the proposal to the Governing Board for possible re-working. If an agreement is not reached by February 15, the previous year's EWA remains in place. Please reach out to the BTU staff if you need support navigating this process.

Innovation Schools and Horace Mann In-District Charter Schools also sometimes have Election to Work agreements but these schools are governed by DESE regulations. See below for links to more information regarding these types of schools.

Innovation - http://www.doe.mass.edu/redesign/innovation/

Horace Mann Charters - http://www.doe.mass.edu/charter/guidance/2003-1.html