Welcome back. We hope you’ve all had a restful and enjoyable summer, although for many of you, both study and summer school took precedence over vacation. In any event, we hope all start the new year reenergized and, hopefully, with some reserve. The beginning of school is exciting and full of hope for all, student and staff alike. We are looking forward to understanding our basic rights and benefits. We encourage you to review this newspaper and the new CBA as soon as possible.

The school committee has promised to review all cases to ensure that they are kept private and confidential. You will receive the monthly newspaper as well as our weekly e-bulletin, and your address will be kept private and confidential. You will be able to sign up for the “BUT” list at the BTU office. Our weekly e-bulletin is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential. You will be able to sign up for the “BUT” list at the BTU office.

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We hope to see you at an upcoming meeting. We also send out weekly e-mail bulletins, a monthly newspaper, and periodic mailings. To sign up for our email list, please, if you haven’t already, log onto www.btu.org and sign up on the email list serve at www.btu.org. You will receive the monthly newspaper as well as periodic mailings upon your receipt of your membership application form, which can be obtained from your BTU building representative. Our nine full-time staff members maintain offices hours every day, and our office is open from 8 a.m. - 5 p.m. every day excluding legal holidays. In addition to our staff on board last year, we have hired an organizer, Jessica Yang, who will work out of the BTU office on better organizing our membership and Building Rep. network, as well as working to develop relationships with our national allies, such as parent, community, and student organizations. We welcome Jessica and Paul aboard.

Lastly, the BTU does much more than negotiate and enforce your contract. We sponsor a host of activities, professional as well as social, to help bring people together. The best way to keep up to date on our email list serve at www.btu.org. We also sponsor a homework help program in each of the city’s 25 libraries. Each evening any of the city’s libraries are open, the BTU provides a teacher to help any child with his or her homework. We initiated the program eight years ago, and today are proud to be co-sponsors of this terrific activity along with the mayor’s office and the school department. For more information, please contact Parent and Community Liaison Brenda Chaney at bchaney66@gmail.com.

A couple of bookkeeping items: If you are a new member, please fill out a membership application card, which you can obtain from your building rep. A membership application card will also be mailed to all new members. Please complete it and give it to your building rep., who will return it to us. To disseminate information quickly, we rely heavily on our email list-serve; which currently has 10,000+ members signed up. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential.

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What is the Boston Teachers Union?...

Who, What, When, Where...

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

What are the BTU’s primary responsibilities?

• Negotiate and enforce the contract
• Provide the best education we can for the system’s 60,000 students
• Work with the school community to insure our schools are as good as they can be

The BTU is affiliated with:

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

How to get in contact with the BTU:

Visit office at 180 Mt. Vernon Street, Dorchester

➤ Business Hours, 8-5, all workdays, except legal holidays
• Call 617-288-2000
• Log onto www.btu.org
• Email staff and officers; for an index, please see http://www.btu.org/union/offices/committee/index.html

How to join the BTU’s 10,200-member list serve:

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

The list serve is used only for the dissemination of the weekly BTU e-Bulletin. The list is not used for any other purpose including, business, political or personal. The list is fully protected and will not be used for ANY other purpose.

What is the leadership structure of the BTU?

All policy is set by the membership at its regularly scheduled monthly membership meetings on the 2nd Wednesday of each month at 4:00 p.m. at union headquarters. The actual meeting starts at 4:15 p.m. All members are welcome to attend.

The BTU’s policy board is its Executive Board, served by 12 members elected every two years. Executive Board members are listed at the right.

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

Executive Vice President’s Corner

by Patrick J. Connolly

A New Beginning

The start of the school year signals a new beginning for teachers, staff, students, and parents and guardians. For many it may also mean a new and unfamiliar location. Teachers and paraprofessionals may have assignments in different grade levels or schools. Some new teachers may have moved from one level to another. Parents and families may have moved to a different part of the city. Teachers who have not moved will in all likelihood be welcoming a new group of students. September marks the end of one season and starts a new time of year that will span several seasons. September also marks the start of the second year of the new evaluation system and tool (third for the Turnaround Schools). The majority of teachers will begin the year on a self-directed plan and will create their own goals and action steps. New teachers will begin the year on a developing plan and the BTU welcomes them as they begin their career in the BPS and wishes them success in their chosen profession. Join the union and get involved with the challenges, opportunities, and your colleagues in delivering a quality educational experience to our students.

Some educators begin the year, however, with a directed growth plan or improvement plan. These plans may have a much shorter duration and more specific and detailed prescriptions than a self-directed plan. During the first week of August about fifty Boston educators attended a week long program sponsored by the BTU. During this time these educators worked with BTU facilitators to improve their teaching skills and to address the prescriptions given to them by their evaluator. Their goal was to improve the quality of instruction delivered to our students. In too many instances the level of support from the BPS to these educators did not amount to more than writing the prescriptions. The BTU will continue this fall to provide assistance to members who are having evaluation issues.

The BTU will continue to protect members’ rights by pursuing grievances involving the evaluation process and other contractual issues. The grievance process is lengthy and sometimes painful. The BTU was successful in reversing several teacher dismissals at arbitration and returning teachers to positions in the BPS. This process took a couple of years, but the teachers were finally vindicated and will start the school year back in a classroom.

The Post Transfer Placement Process (PTPP) has received mixed reviews from many BTU members. Many educators did not receive any of their choices and in mid-August about 50 – 100 teachers were still waiting their assignment for the start of the school year. For them the beginning may not be as smooth as desired. The BPS and the BTU need to work to improve this process for the upcoming year. There are also new issues and challenges that will arise during the course of the year. The BTU is committed to supporting its members, to protect our rights and benefits, and to provide a quality education to the children of Boston. If you have questions or concerns please contact me at pconnolly@btu.org.

Write for the Boston Union Teacher

The Boston Union Teacher is the award-winning newspaper of the Boston Teachers Union. Special thanks is due the Editorial Board and the members who submit articles and photographs. The editors are committed to maintaining the quality of our publications and with your help it will remain one of the best teacher union periodicals in the country.

The Boston Teachers Union strives to keep our membership informed of important issues facing our members, their families, and the greater community concerned about issues facing the Boston Public Schools. It is our goal to promote active participation in our union and the labor movement as a whole.

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

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

Submissions to the paper should be done electronically through e-mail. The newspaper is published every month of the school year and one issue over the summer. Deadlines for submissions are the 2nd Wednesday of the month for publication in the following month. To submit some text for publication please email either Garret Virchick (gvirchick@btu.org) or Michael Maguire (mmaguire@btu.org)

We hope you have a successful 2013-2014 school year.

– Michael Maguire and Garret Virchick, Co-Editors
Why is filing a class size grievance important and how is it done?

By Careen Carew

Must elections be held for BTU Building Reps and/or School Site Council Members if the number of candidates for such office is equal to or less than that allocated?

Yes, according to the BTU by-laws, elections must be held. Running elections allows for write-in candidates to promote them and to familiarize themselves with a variety of roles for building leadership in schools and within the BTU. Without active participation, rights and benefits we have long fought for will steadily erode. We cannot sit back and rely on someone else to stand up in our stead.

City of Boston Employees join health plans by contacting the Health Benefits and Insurance Division located at the 8th floor of Boston City Hall, telephone 617-635-4570. New hires have 60 calendar days from the time they are hired in order to sign up for health insurance. Provisional or permanent teachers, who were laid off and then rehired, must sign up for health insurance within 60 days of being rehired from lay off in order to reenroll. Some people assume that because they have their job back, the insurance is automatically reinstated. This is not the case. These deadlines are hard and fast. If you miss the enrollment or open enrollment period you will lose your health insurance.

For example, in a secondary school if there are 500 students and the class list, the students must have physically been in class. You should file a class size grievance as soon as class size maxima are fulfilled. It is illegal to increase SPED class sizes. As it states in the collective bargaining agreement; “Class size for program prototypes 502.2, 502.3, and 502.4 shall conform with regulations published by the Department of Education.” It is illegal to increase SPED class sizes. There is an arbitration award that the teacher thus affected has a right to decline said stipend and sign up for health insurance.

We all must do our collective part in order to remain strong. We can only be divided if we allow ourselves to be divided. We need to stand together to make our insurance coverage available to all of our students. The organization with which the BTU is affiliated and pays dues to is the American Federation of Teachers – our national federation – as well as with the Massachusetts AFL (formerly the MFT) which we are our state federation, the national and state AFL-CIO, and the Greater Boston Labor Council (GBLC) – a group of state federations or “state feds” of various labor unions within the greater Boston area that form an alliance primarily related to political and social justice issues. We are all connected working for working people, their families, community, and our collective futures!

As an itinerate teacher, do I get a desk?

Yes, the contract language mandates, “All teachers shall have an exclusive working desk in each of the rooms that they use.” If you are an itinerate teacher, you will travel through the various classrooms, in at least one of the rooms you teach in, you must be provided with a desk that is yours alone in good repair for exclusive use. If this is not the case, please gripe it immediately.

What are the primary responsibilities of the BTU and with which groups are we affiliated?

The BTU is the exclusive collective bargaining agent for the BPS’s approximately 7,000 teachers, other non-administrative management related service providers, paraprofessionals and substitute teachers. The Union also represents 2,600 other BTU members.

The BTU promotes public school education, its importance in a democracy and the continued improvement of its quality.

Know Your Rights

by Careen Carew

Welcome from the BTU President…

continued from page 1

be kept private and confidential.

On occasion we may need to call you, particularly in this election season. We know everybody dislikes robocalls, and we may have to make one or two – but only if absolutely necessary. Our ability to influence public policy – whether through the electoral process or by sending emails or phone calls to our elected legislators – is key to improving public policy. To be able to effectively do this, BTU must have an accurate mailing list. This is one area that we need to be able to reach you. So we ask that you provide us with your current email address and telephone number. Your building representative can alert us to any changes you wish to make.

As always, your school BTU building representative or the BTU office (617-288-2000) can provide you with additional information. To receive the newspaper, as well as the growth and quality of our profession, along with the greater Boston Teachers Union negotiates and enforces the BTU/BPS collective bargaining agreement [CBA] /contract. The Union assists in providing the best education we are able for the approximately 65,000 students in the BPS while working with the greater school community to help us all to our shared goals. The BTU represents our membership in issues related to their professional work, including answering related questions and assisting in job-related matters. The Union works politically through the Committee on Political Education [COPE] to assist in electing pro-educators, pro-labor, pro-social justice candidates. Due to federal and state law, COPE is a separate entity within the BTU devoted to supporting candidates and initiatives that are pro-public education and pro-labor generally through a specific process set out in our bylaws. The organizations with which the BTU is affiliated and pays dues to are: the American Federation of Teachers – our national federation – as well as with the Massachusetts AFL (formerly the MFT) which we are our state federation, the national and state AFL-CIO, and the Greater Boston Labor Council (GBLC) – a group of state federations or “state feds” of various labor unions within the greater Boston area that form an alliance primarily related to political and social justice issues. We are all connected working for working people, their families, community, and our collective futures!
Because It's Good Politics
by Angela Cristiani

It is a given that at the heart of collective action is the concern that we want for the children with whom we work. What’s not as obvious, however, is that in order to support this work, the voices of the parents, related service providers, substitutes, and retirees, political action is essential to ensure that policies, decisions, and issues directly affecting public education are portrayed in a positive light and reflect the educators’ voices.

Why is political action a must for us?

It is very simple: our elected officials make key decisions that impact educators, education, our students, and their families. In fact, the greater public in general, and education in particular, is the only elected official who votes on legislation that impacts pensions, health care, professional status, and educational policy directly linked to our students.

“Education reform” is the buzz word. This is certainly a needed discussion. So, what role does the children play in this discussion? Is it the elected official who votes on legislation that impacts pensions, health care, professional status, and educational policy directly linked to our students?

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What’s the deal with political action?

• Join the Rapid Response Team! BTU’s Rapid Response Team is grassroots Public Education at its best. The translation is simple, public education and the schools in which we work. The children, parents, and the community are the key constituents in every political campaign. The goal is proactive preparation and response. The BTU Rapid Response is the Minuteman of grassroots work and changes the conversation. Strategy, outreach, and response. All synonymous. All vital. All the BTU office at 617-288-2000 or contact acristiani@btu.org to get involved!

What’s good for teachers is good for students and their families. It’s important that we, as educators, are part of the conversation. Our voice is valuable. Our voice can, and does, make a difference. Getting involved in political action is everyone’s responsibility!”

Shared Decision Making through School Site Councils - You got this!

by Careen Carew

The BTU Secondary Field Rep.

W e all know that when an urban public school teacher makes a difference, they do it for the children with whom we work. Our elected officials are important. They are the first to come to mind when we think about the quality of the classroom, in improving their world? We are all connected and it is through these connections that we provide for our students. And measure our success. Beyond the classroom, and believe me, we all have to become more involved in many ways beyond the thresholds of our classrooms.

Shared Decision Making at the heart of conversations in homes, schools, and the community at the school level collaborate in identifying challenges, defining goals, formulating policy, implementing new ideas, and learning from experience. In BPS the SSC is an elected group of parents, teachers, and students at the high school level, including the principal/headmasterdirector - that has the authority to make all the decisions about the school. There can also be Associate members as well as the general public that are non-voting who can participate fully in SSC meetings. Elections to the BTU membership to the SSC are held by each school’s BTU Reps for openings on the SSC prior to the Council’s first meeting which contractually must be no later than October 31. The parent members to represent on the SSC are elected by each school’s parent council. If a school has vacancies in the SSC, the COPE is required in order to make a recommendation to the Executive Board, who, by a 2/3 vote, sends the COPE recommendation for endorsement to the BTU membership. If the recommended candidate for endorsement receives a 2/3 vote by the COPE, then the endorsed candidate is endorsed.

State and federal laws restrict the use of non-incumbent teachers' votes and therefore, members are asked to voluntarily contribute members. The recommended contribution is $1.00 per pay period for teachers, $10.00 per pay period for paraprofessionals and $25.00 per pay period for professionals. A record of COPE members will be made available to the membership following a final election and is reviewed by an independent auditor who reviews the Union’s books annually. Please review the “Questions and Answers on COPE” fact sheet available at the BTU Office and in your BTU contract as each serves as the detailed source for this article.

How can you be involved?

• Attend the Annual General Candidate Forum September 11th at 7 PM at the BTU (180 Mt. Vernon Street, Dorchester, MA 02125)! The forum will be moderated by Angela Cristiani. There will be time for you to make your voice heard and to make recommendations to the Executive Board. Members are elected to the SSC by the bylaws which must be drafted and adopted at each school meeting. The school’s SSC can also adopt waiver proposals which must then be brought to a vote and approved by a specified threshold of BTU staff as well as then be approved by the SSC Steering Committee. These waivers can include decisions which are contrary to the contract rules, regulations and policies of the School Committee and the Superintendent. There are very specific things that may and may not be waived, but there are many situations in which things that are able to be waived may be. You can make this decision.

Political Action is effective and only affects all our members. BTU Political Director Angela Cristiani will coordinate a mutually agreeable time for you and the elected official, invite the guests, and provide the refreshments. We’ll do most of the work and you will feel like just like one of the guests! This is a great opportunity to help BTU members establish a better relationship with those who make the laws in the Commonwealth!

• Volunteer for one of our elected officials’ off-election season! Working off-season, an elected official who supported collective bargaining rights, for example, is a great way to say “Thank you!” This is an opportunity to build a relationship with our elected officials when neither party is asking something of the other. It’s a win-win.

• Support legislation that is pro-public school educators, pro-public school children, and benefit our current and future retirees! Remember, our future retirees are the ones that will care for us in the future. BTU is working to pass legislation that strengthens the Rapid Response Team, our “first responders”!

Interested?

Contact the BTU office at 617-288-2000 or email acristiani@btu.org to find out more!
Class Size Maxima

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<td>Grades 6 – 8</td>
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<td>Grade Combinations (Elementary)</td>
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<td>Industrial Classes</td>
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**Special Education**

- Resource Room
  - With One Para...  10
  - With Two Paras  12
  - Early Childhood  16
  - With One Para...  9
  - Substantially...  8
  - With One Para...  12

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

**Bilingual, ESL, and Sheltered Immersion**

- ANY Grade... 20
- With One Para... 25

By-Poll

- Teachers should immediately report class size violations to the Executive Vice President.

**Please Note:**

- As of 9/11/13, class size in our 48 Level 3 schools and all of our Turn-around (or Level 4) schools plus so-called ‘undesegregated’ schools (King, Higgonston Lewis, Mildred Ave., Tech Boston) shall additionally be reduced by 2 students in grades 6 and by 1 in grade 9.

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**BTU Mayoral Forum:**

**Mark Your Calendars!**

A Mayoral Candidate Forum will be hosted by the Boston Teachers Union (BTU) on Wednesday, September 11 at 7 PM at 180 Mt. Vernon Street in Dorchester. To date, the BTU has not made an endorsement in the race. The forum will be moderated by David Bernstein, a leading Massachusetts political analyst and journalist.

Boston, as well as public education, will transition into a new era with the election of a new mayor. The cornerstone of our democracy is our public education, which serves all the children in the City of Boston schools. The BTU remains dedicated to students, families, the community, and ensuring that each child receives a well-rounded, quality education from teachers who are credentialed and highly-qualified. Specifics regarding the BTU Mayoral Forum will be forthcoming.

The Preliminary Municipal Election in Boston is scheduled for Tuesday, September 24. The candidates, in ballot order, for the Municipal Primary can be found online. For information email Angela at acristiani@btu.org or call 617-288-2000.

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**Faculty Senates – A Union Membership Responsibility**

by Michael W. McLaughlin

BTU Elementary Field Representative

Faculty Senates first appeared in our 1971-72 contract, twenty-five years after the establishment of the BTU. In the 1973-74 contract, second paragraph was added that remains in our present contract. Another addition was made in the 1975-76 contract. Faculty Senate was included under Article I: Union Recognition, Jurisdiction and Responsibilities. A section titled Faculty Senate Guidelines was added in an additional paragraph in section on page 98. Today Faculty Senate is listed in our contract under Article II, Developing and Maintaining Effective Working Relationships. The guidelines can be found in the appendix.

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

Faculty Senate is a responsibility. These days it may be the only safe place a faculty member has to express concerns about educational policy without fear of being singled out for retribution. Faculty Senates are democracy in action. It’s a forum for the healthy exchange of ideas. Many schools hold their monthly FS meeting on the Thursday or Friday following the Union’s general membership meeting. In this way, teachers get the most up to date information from their elected building rep.

The school day goes by much like a hundred yard dash. Frequently the race gets longer as ILT, SSC, CCL, Professional Development and extended day activities are tacked on. We need to make time for the faculty senate. The first step is to elect a chair. Next, set the dates and let the entire faculty know. Be sure to give your principal a copy so that other committee meetings don’t conflict with other school related meetings. We need to do this for ourselves and for our profession. Try to make the meetings more appealing with coffee or other refreshments. Rotating the location or combining them with a morning coffee hour can also increase attendance. Whatever format your faculty decides; remember it’s a union member’s responsibility. Become an active member of the faculty senate.

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**Faculty Senates –**

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day with the Principal or Headmaster concerned. Faculty Senates will be recognized by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

Faculty Senates representing Music Teachers, Guidance Counselors, Nurses, School Psychologists, Evaluation Team Leaders, Kindergarten teachers, Bilingual teachers, and Pupil Adjustment Counselors shall meet once every month after the close of the normal school day with the director or administrator concerned.

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

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

**Faculty Senate Guidelines**

**Purpose**

The Faculty Senate shall:

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

**Membership**

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

**Eligibility for Voting**

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

**Elections**

1) Held by the first week of October;
2) Outgoing Faculty Senate appoints election committee; if no Faculty Senate, then BTU Building Representative appoints election committee. Submit names in writing. In a case where not enough names are submitted, the BTU Building Representative should run a primary, entering the name of every eligible person in the building.
3) Separate ballots for BTU Building Representative and Faculty Senate Union members only vote for BTU Building Representative.
4) Ballots should be checked, one per voter.

**Meetings**

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

**Communications**

The Faculty Senate should;

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

**By-Laws**

Each Faculty Senate shall formulate its own bylaws following these guidelines and in compliance with the contract and union membership policy.
An Inclusion Primer

by Michael W. McLaughlin

SPED Placement

A few steps must happen before assign-
ing a student to an inclusion class. At elementary schools, the ETF must convene a meeting of the Evaluation Team plus the SPED and/or regular education teachers who currently have the student and the regular education teacher who is to receive the student. At middle and high school levels, the ETF must convene a meeting of the Evaluation Team plus the SPED teacher and the regular edu-
cation teacher who has been designated as the liaison for the student in question. Teachers who volunteer to be liaison teachers will gather information and input from the other regular education teachers to bring to the Evaluation Team. The Evaluation Team will determine if a student qualifies for inclusion services and if there are any special service needs of the student. The Evaluation Team will make a determination about classroom placement. The decision about classroom placement shall be made in consultation with and in accordance with the regulations which govern placement. The BPS SPED Department must also be involved in writing for all personnel the policies about classroom placement and why it must be taken seriously.

Class Size and Staffing

Teachers, in consultation with the Princip-
al will decide how to best configure resources for the student. However, no instance shall an inclusion classroom exceed the ratio of 20 students to one teacher. The maximum number of SPED students, teachers. Teachers in consultation with the Principal may exceed this maximum if they determine it is in the best interest of the student. The staffing of inclusion programs at all BPS schools shall be in consultation with and in accordance with the regulations which govern placement. The staffing of inclusion programs at all BPS schools shall be in a ratio of one SPED teacher to one regular education teacher with a full complement of 502.4 students are part of the student body (O’Hearn School Model is not subject to this provision). It is important to note that Article VA(2) (f) Class Size and Staffing of the 1994-97 collective bargaining agreement states that this provision when they are preparing IEPs. Decisions about classroom placement shall be made in consultation with and in accordance with the regulations which govern placement. The BPS SPED Department must also be involved in writing for all personnel the policies about classroom placement and why it must be taken seriously.

Common Planning Time

When a teacher has concerns about the placement of a student, that teacher shall make a request to the Principle or Headmaster to reconvene the team to reconsider the placement in accordance with the regulations. The evaluation team must reconvene within 2 weeks of the appeal. If, upon reconsideration, the team finds the placement inappropriate, it shall recommend to the IEP team that an EIP be prepared. If the parent does not agree with the appropriate planning process, they may have the right to receive a waiver through the BSBM provisions. Classrooms with mainstreamed SPED students who continue to receive mainstream- room services which are not changed by the school’s inclusion plan will continue to fall under the current class size agreement.

Paraprofessionals and Other Support

Paraprofessional support assigned to the classes at a school will not be reduced as a result of inclusion. There is some flexibility in the contract in the allocation of paraprofessional support and schools with inclusion models which vary from this must obtain a waiver through BSBM process. Principals, with input from the evaluation team, will decide how best with their paraprofessional pool. The allocation to all inclusion classrooms to which 520.4 students are assigned, paraprofessionals are provided as a result of certain support required by that student’s IEP.

Training

A school’s inclusion planning team shall work with teachers in inclusion classrooms at least twice yearly to determine that training, professional development, and or other integration of classes must consult with their SCS and IEP teams, and the BTU to ensure that IEPs are appropriate for and obtain a waiver consistent with Article 324(4) under SBBM. Schools that adopt an inclusion model which changes the way that resource rooms are configured or changes the way that resource room services are delivered shall present the process for and obtain a waiver through the BSBM provisions. Classrooms with mainstreamed SPED students who continue to receive mainstream- room services which are not changed by the school’s inclusion plan will continue to fall under the current class size agreement.

Peer Assistance Program

A part of the 2006-2010 collective bar-
gaining agreement, the BTU Field Represen-
tation, in cooperation with the BPS developed a new system of support to enhance the teaching performance of permanent teachers. The goal of the program is to improve the teaching performance of permanent teachers who have received poor performance evaluations. The program is directed by the Peer Assistance Committee which is made up of three BTU members and two BPS management staff.

Each Peer Assistant (PA) provides support for permanent teachers who are experiencing difficulties in the classroom. In cooperation with the principal, the PA and the participating teacher identify areas needing improvement. The PA develops specific performance goals and is capable of giving on-site support while monitoring the progress of the teacher. Additionally, the PA and the classroom teacher co-develop a plan to improve the performance. The PA helps the classroom teacher to improve les-
s, planning, classroom management and instructional strategies. The PA may confer, model, co-teach, and/or observe community fully informed. Transparency and ongoing communication are essential to trust and buy-in hopefully followed by the ensuing enthusiastic participation of the whole school community in the process. It is expected that the SCS will function by consensus or general agreement of its mem-
bers. Consensus does not require that there be unanimous agreement, but rather that all group members have an opportunity to comment on, understand, can live with, and is willing to implement the final deci-
dion. The BTU and BPS will work together to improve the teaching profession and the education of the children in the City of Boston. Now in its fifth year of existence, the pro-
gram has received favorable reviews. If you have questions about the Peer Assistance Program or would like to voluntarily enter the program please email me at mmclaughlin. 

bostonunion.org

School Environment

by Michael W. McLaughlin

BTU Elementary Field Rep.

I your school showing signs of disrepair? Do your allergy and flu like symptoms disappear after being away from school? Are there visible signs of rodent infestation in your school? Are the clothing tiles in your storage room ever cleaned? Is your asthma worsen during work hours? Is your classroom cluttered? If you can answer yes to any one of these questions, your school may have environmental problems. If you suspect your school has environmental problems, you can take steps to improve it. As a first step your faculty senate should sit together to form an environmental committee, teachers can help in other ways. Remove clutter from your classroom. Don’t leave stacks of materials on the back of the walls of your classroom. Clean out your closet once a year (when in doubt…throw it out). If you have n’t done something in 5 years but want to hold on to, it’s time to go. Remove household cleaners from your classroom too. Many contain toxic bleach based cleaning products. As part of an initiative to create healthy environments for students and for those who work in schools, the Healthy Schools Task Force was formed. The Boston Public Schools, the Boston Health Com-
mittees, Massachusetts, the Boston Urban. As an example is gaining agreement, the BTU in consultation with and in accordance with the regulations which govern placement. The staffing of inclusion programs at all BPS schools shall be in consultation with and in accordance with the regulations which govern placement. The staffing of inclusion programs at all BPS schools shall be in a ratio of one SPED teacher to one regular education teacher with a full complement of 502.4 students are part of the student body (O’Hearn School Model is not subject to this provision).

Important Staffing Issues to Remember

No teacher shall be excessive or lack a neighbors in a school-site inclusion. Teachers who choose not to teach in an inclusion classroom may exercise their voluntary contractual right to excess them-

selfs to transfer. Positions to be filled in inclusion class-

rooms shall be offered first to teachers and paraprofessionals in the affected class-

rooms then to others within the school or other integration of classes must consult with their SCS and IEP teams, and the BTU to ensure that IEPs are appropriate for and obtain a waiver consistent with Article 324(4) under SBBM. Schools that adopt an inclusion model which changes the way that resource rooms are configured or changes the way that resource room services are delivered shall present the process for and obtain a waiver through the BSBM provisions. Classrooms with mainstreamed SPED students who continue to receive mainstream- room services which are not changed by the school’s inclusion plan will continue to fall under the current class size agreement.

Shared Decision Making through School Site Councils – You get this!...

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Salary and Health Benefits

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<tr>
<td><strong>Salary Step Placement</strong></td>
<td>Up to 3 years’ credit for both inside and outside the system, 6 total</td>
<td>You must apply with app and documentation. Do not necessarily retroactive, so do not delay in filing.</td>
<td>See <a href="http://www.btu.org">www.btu.org</a>, also contract pp. 96-98 or call the BTU office at 617-288-2000 for a field representative.</td>
</tr>
<tr>
<td><strong>Salary Lane Placement</strong></td>
<td>B+ 15, Masters, M15, 30, 45, 60, 75, Doctorate</td>
<td>You must apply and supply documentation. Do not necessarily retroactive; do not delay in filing either P53 O3 form or supporting credentials.</td>
<td>BTU contract pp. 100-102 or <a href="http://www.btu.org/contract_highlights-for-teachers">http://www.btu.org/contract_highlights-for-teachers</a>. For salary grids, see same link. For more, see below circular.</td>
</tr>
<tr>
<td><strong>Salary Lane: In-Service Credits</strong></td>
<td>Limit of in-service credits increased to 30</td>
<td>Upon application to HR, make sure you follow instructions and keep a copy of documents transmitted, with date stamp.</td>
<td>See <a href="http://www.bostonpublicschools.org/view/circulars">http://www.bostonpublicschools.org/view/circulars</a>, and scroll down to HPS-PPO1 Contractual Benefits – Career Awards, Salary Lanes, Salary Steps 2011-2012. The 20 in-service limit was in place for at least 25 years, so you may have long forgotten about surplus credits earned. These credits you may have squandered away are now valuable.</td>
</tr>
<tr>
<td><strong>Health Insurance</strong></td>
<td>6 different plans, PPO, POS, HMO</td>
<td>You must apply w/i 60 days of hire. Deadline is FIRM. New dependents must be added within 30 days.</td>
<td>See BTU or call Group Insurance Office at 617-635-4570 or see <a href="http://www.cityofboston.gov/ohr/">http://www.cityofboston.gov/ohr/</a> benefits/group. Each spring there is an Open Enrollment period to change plans. Group Insurance hosts for your convenience an insurance fair at the BTU, also in the spring. All changes elected during Open Enrollment take place on July 1. If you were eligible for this benefit last year but did not submit documentation in time, call the union office. Pay attention to reporting deadlines.</td>
</tr>
<tr>
<td><strong>Salary Item: Tuition Reimbursement</strong></td>
<td>All permanent teachers on steps 1-9 (for the 1st time) get up to $3,000/yr. Pros. 5000. Paras with three or more years of service are covered with similar benefit.</td>
<td>This took effect 9/1/04, and is paid as tax-free reimbursement for tuition. Paras are added as of 9/1/07.</td>
<td>Call BTU H&amp;W office at 1617-288-0500 or see <a href="http://www.btuw.org">http://www.btuw.org</a>. H&amp;W Dental coverage is different from city’s health plan. The H&amp;W dental plan has two options, one through Delta Dental and one through Harvard Dental. Take your time to make an informed decision.</td>
</tr>
<tr>
<td><strong>Salary Item: NBPTS Teachers</strong></td>
<td>Members certified under the standards of the NBPTS get a 4% raise. Members also get reimbursed for the cost of application fees upon successful attainment of certification.</td>
<td>This salary differential took effect 9/1/03.</td>
<td>See the National Board (NBPTS) website at <a href="http://www.nationalboard.org/">http://www.nationalboard.org/</a> or eligibility rules, subject of areas covered, etc., and the BTU contract, pp 87-88. The NBPTS regretfully does not grant certification in all subject areas and in all job categories.</td>
</tr>
<tr>
<td><strong>Performing Arts Teachers</strong></td>
<td>Perf. Acts, theater, music, drama, and choral group teachers can get $1600 stipend.</td>
<td>If one of the aforementioned teachers conducts after school rehearsals and practices which culminate in final precautions and/or festivals.</td>
<td>BTU contract, P-44. This is a relatively new benefit, a long time in coming. Please call one of the field reps if you have any questions.</td>
</tr>
<tr>
<td><strong>Flexible Spending Program – Dependent Care</strong></td>
<td>Use up to $5,000 in pre-tax dollars for dependent care; excellent tax benefit. This is an IRS-approved program that is quite beneficial when used properly.</td>
<td>Apply within 30 days of hire during Open Enrollment usually beg, mid-October; announcement will be made in BTU e-Bulletin. To sign up for e-Bulletin, see <a href="http://www.bostonunionteachers.org/">http://www.bostonunionteachers.org/</a> benefits/online/Signup.asp?cm_edi=191240651ad &amp;</td>
<td>Email <a href="mailto:rctunman@btu.org">rctunman@btu.org</a>. For more detailed information, call CPA, Inc. at 1-800-544-2340 or Group Insurance at 617-635-4570 or see <a href="http://www.cpa125.com">http://www.cpa125.com</a> or <a href="http://www.cityofboston.gov/ohr/">http://www.cityofboston.gov/ohr/</a> benefits/ lawsuits. Be careful when creating a deduction as you cannot change it during the calendar year once you agree to it. Your dependent care reimbursements CANNOT outpace your deduction schedule.</td>
</tr>
<tr>
<td><strong>Flexible Spending Program – Medical</strong></td>
<td>Use up to $2,500 in pre-tax dollars for out-of-pocket medical expenses; excellent tax benefit</td>
<td>Same as dependent care above, (above), additional eligibility requirement of one’s service</td>
<td>Same as dependent care see <a href="http://www.cpa125.com">http://www.cpa125.com</a> or <a href="http://www.cityofboston.gov/ohr/">http://www.cityofboston.gov/ohr/</a> benefits/lawsuits. Again, be careful when setting up your deduction. Your medical reimbursements CAN outpace your deduction schedule.</td>
</tr>
<tr>
<td><strong>Flexible Spending Program – Transportation and Parking</strong></td>
<td>As with the above programs, though subject to different dollar limitations, this program allows the use of pre-tax dollars to be spent on mass transit and parking activities.</td>
<td>No eligibility requirement.</td>
<td>See <a href="http://www.cpa125.com">http://www.cpa125.com</a> or <a href="http://www.cityofboston.gov/ohr/">http://www.cityofboston.gov/ohr/</a> benefits/lawsuits. Make sure you will need this benefit for the entire calendar year when you sign up, as deductions cannot generally be stopped once started. All of these programs are extremely beneficial when properly used, but caution is advised.</td>
</tr>
<tr>
<td><strong>Life Insurance</strong></td>
<td>City sponsors standard $5,000 term insurance plan for BPS employees and city vendor sells additional coverage. See here: <a href="http://www.cityofboston.gov/">http://www.cityofboston.gov/</a> ohr/benefit/life.asp</td>
<td>First $5000 of term coverage comes with purchase of health insurance. 1/2 premium of first $5000 coverage paid by the city; rest paid by employee.</td>
<td>Call 617-635-4570 for more information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard $5000. Beware of insurance salespeople hopping into the teachers’ room to sell you insurance. Salespeople in the building often pretend to have some exclusive approval or license to sell insurance. They do not. You are advised strongly to shop around before making a purchase.</td>
</tr>
</tbody>
</table>

Contracts of the BTU Contract are available through BTU Building Representatives or by calling the BTU office. The contract is also available on line. For more detailed information on any of the below, please call the BTU office. All references to the BTU Contract are to the bargainory contract booklet. If you need a book, please call the BTU office. References to the school department’s webpage are accurate as of mid-August, though the school department’s webpage will change as the department updates its yearly circular offerings. A complete listing of department circulars can be found at http://www.bostonpublicschools.org/view/circulars as of mid-summer, 2013. All web pages referred to are accurate as of mid-summer, 2013. Many are subject to change and do so yearly, however.

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

Public Pension Law grants limited coverage for total disability, none for short-term disability. Public coverage is inadequate & eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately.


The state and the city have different but essentially parallel retirement and disability plans in all respects. The state’s web page is excellent.

There is a sick leave bank for teachers and paras, which eligible members can obtain days from, after an application process. The bank plus use of your own days (see below), which must be exhausted first, amounts to a quasi-short term disability plan.

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

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<tr>
<td>Class Size Maxima; Caseloads</td>
<td>Enforces class size maxima and caseloads. Important benefit.</td>
<td>Too lengthy to list here; Ask building rep at school for class size fact sheet. See elsewhere in newspaper.</td>
<td>Contract pp. 23-27, speak with BTU Building Rep.; call BTU at 617-288-2000 or visit here at <a href="http://www.btu.org/member-resources/file/class-size-grievance">http://www.btu.org/member-resources/file/class-size-grievance</a></td>
<td>Do not procrastinate!</td>
</tr>
<tr>
<td>Sick Days</td>
<td>Grants paid leave when ill, up to time accumulated.</td>
<td>15 days granted per year; unused days accumulate &amp; have cash value at separation after 10 years of service.</td>
<td>Contract see index; see building rep at school, call BTU at 617-288-2000</td>
<td>Will need a doctor’s note if absent for six or more consecutive school days.</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>Grants paid leave for personal reasons with one day’s notice.</td>
<td>4 days per year; unused days accumulate.</td>
<td>Contract pp. 114-116; see building rep at school, call BTU.</td>
<td>Your reason for taking a personal day is personal and need not be shared, but you do have to give notice. Unused days are automatically converted to accumulated ‘sick’ days at the end of year.</td>
</tr>
<tr>
<td>Professional Leave</td>
<td>Grants limited paid leave to attend educational conferences.</td>
<td>Limited system-wide allotment of 2000 days distributed to individual staff on a pro-rata basis.</td>
<td>See building rep at school, call BTU.</td>
<td></td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>Grants paid leave under limited circumstances.</td>
<td>Depends on family relationship to the decedent.</td>
<td>Contract, see Bereavement Leave in index; see building rep at school, call BTU</td>
<td></td>
</tr>
<tr>
<td>Religious Holy Days</td>
<td>Grants paid leave under limited circumstances.</td>
<td>Depends on holiday specifics.</td>
<td>See Religious Holidays in index; see building rep at school, call BTU</td>
<td></td>
</tr>
<tr>
<td>Maternity Leave</td>
<td>Grants paid as well as unpaid leave &amp; city continues to pay its share of health coverage.</td>
<td>Paid maternity time limited by number of sick days accrued.</td>
<td>Contract pp. 115-116</td>
<td></td>
</tr>
<tr>
<td>Leave for Adoption</td>
<td>Grants paid as well as unpaid leave.</td>
<td>Limited to 40 days per school year if you have ‘accumulated’ days in your bank; used to be 30 days.</td>
<td>Contract, p. 113,116</td>
<td></td>
</tr>
<tr>
<td>Leave for Family Illness</td>
<td>Grants paid leave for family member’s illness.</td>
<td>Limited to 30 days per school year if accumulated, though more can be granted.</td>
<td>Contract, p. 113</td>
<td></td>
</tr>
<tr>
<td>Planning and Development Time</td>
<td>Grants staff unassigned time when one is not given a programmed duty or responsibility. P&amp;D periods are ‘teacher directed’, i.e., teacher alone decides what he/she does during that period.</td>
<td>Middle and High teachers = 5 full-length periods (45+ minutes) per week. Elem. Teachers – 5 per week, with one per week ‘administratively’ directed.</td>
<td>Contract pp. 29; see building rep at school, call BTU.</td>
<td></td>
</tr>
<tr>
<td>Duty-Free Lunch</td>
<td>Grants daily duty-free time to all for lunch, in addition to daily P&amp;D time.</td>
<td>Middle and High teachers – no less than 25 minutes per day; Elem. – no less than 40.</td>
<td>Contract pp. 29; see building rep at school, call BTU.</td>
<td>This is your time and you cannot be assigned any duty during this time.</td>
</tr>
<tr>
<td>Job-Sharing</td>
<td>1/2 salary, 1/2 position.</td>
<td>Two people share one job; each gets 1/2 salary and full benefits.</td>
<td>See <a href="http://www.bostonpublicschools.org/mbps/secretary/and">http://www.bostonpublicschools.org/mbps/secretary/and</a> scroll down to HIS-HS07 Staffing, Reassignment and Hiring 2012-2013 Revised February 2013.</td>
<td>Start early in the year if looking for a partner; this is most difficult for many, as good ‘matches’ are hard to find.</td>
</tr>
<tr>
<td>Peer Assistance Program</td>
<td>Experienced teachers in need of assistance can volunteer for a peer assistant.</td>
<td>Peer assistant can provide assistance to one who needs help.</td>
<td>Program is in its 6th year; call or email Mike McLaughlin at the BTU at <a href="http://www.btu.org/member-resources">www.btu.org/member-resources</a></td>
<td></td>
</tr>
<tr>
<td>Accepting a Student/Teacher</td>
<td>If you accept a student teacher, you receive two days’ leave with pay.</td>
<td>If you travel between 2 or more schools in a given day as part of your duties, you are generally entitled to a mileage payment.</td>
<td>See pp 43, 143, 108, and here (<a href="http://www.bostonpublicschools.org/view/circulars">http://www.bostonpublicschools.org/view/circulars</a>) and scroll down to FIN-02.</td>
<td>Mileage is generally not for travel to and from your assignment each day, but for all other miles mandated within, call the BTU for more info.</td>
</tr>
</tbody>
</table>

Grievance Rights

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

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

See Retirement, Tax-Deferred Savings Plans on page 10
What is a Tax-Sheltered Annuity (TSA)/403.B Plan?

Deferred Compensation Plan (457 plan), a good, generally-lower-cost alternative

by Richard Stutman, BTU President

The information below is offered because both TSAs (403B) and the Deferred Compensation Plan (457) provide a great tax benefit to school employees. This information below teaches on many of the benefits of having a TSA or a 457 Plan, but it is not meant to be all-inclusive. You may want to consult a Certified Financial Planner or other financial professional before making any decisions. Neither the BTU nor the school department endorses any TSA, 403B plan or product or the 457 Plan. A full listing of TSAs can be obtained by looking here (http://www.bostonpublicschools.org/retirement/403b-plans)

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

Under most circumstances a 10% IRS penalty is imposed on withdrawals prior to age 59½. (With some restrictions, loans are allowed in some TSAs prior to age 59½.) Similar in many regards to a deductible IRA or a 401k plan, a TSA is generally more flexible.

Here’s how a TSA works:

Let’s say one wants to save $50 per paycheck using a TSA. (Incidentally, TSA’s must be done through payroll deduction.) Assume the person grosses $2,000 per paycheck for 26 checks, at an annual salary of $52,000. This person’s TSA will amount to $1,300. For federal and state taxation purposes this person will show an income of $52,000 - $1,300 or $50,700. This $1,300 will be allowed to accumulate tax-deferred year after year until withdrawal.

In effect, the above teacher has “sheltered” the $1,300 from federal and state taxation and will be taxed on the $50,700, not the $52,000. Assuming a tax bracket of 28% federal and 6% state, the $1,300 deposition in effect cost the teacher only $885. Not only that, the interest (or the growth, depending on which savings mechanism you choose to invest in) earned on the $1,300 will be allowed to accumulate tax-deferred year after year until withdrawal.

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

A few last points: The 2013 limit is $17,500 per year, with an additional “catch-up” of $5,500 for those over 50. In addition, under certain circumstances, there is a lifetime “catch-up” provision that allows an even greater yearly reduction.

With a 403B TSA plan you are required to take a minimum distribution from your account balance, as defined by the IRC, no later than by April 1 of the year after you reach age 70½ by April 1 of the year following separation from service. Your TSA’s IRS penalty would then be later.

It is suggested that you choose a few companies and research each plan by talking to a salesperson in the company’s Payroll Office. You can get a copy here at http://www.bostonpublicschools.org/retire ment and click on the download link. To cancel an annuity, you must write the insurance or mutual fund company, the School Department’s Payroll Office, and the City Treasury, Room M-38 Boston City Hall, 1 City Hall Plaza, Boston, MA 02201. Enclose your social security number.

Contractual Benefit Package for All Teachers...

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Retirement, Tax-Deducted Savings Plans

Public Pension
Participation is mandatory under state law; vested employees obtain a pension at retirement.

See accompanying article. Pre-tax salary contributions grow tax-deferred until withdrawal.

Participation in a 403(b) or a Tax-Sheltered Annuity (TSA) plan

Participation is voluntary; state-chosen vendor Great West. See accompanying article. Pre-tax salary contributions grow tax-deferred until withdrawal.

Participation in the State’s Deferred Compensation or 457 Program

Participation is voluntary; state-chosen vendor Great West. See accompanying article. Pre-tax salary contributions grow tax-deferred until withdrawal.

Social Security

Mass. public employees do not pay into SS; employees can however, accrue SS credits at any time in non-public employment.

Those with SS credits can combine SS pension with teacher (public) pension, but some restrictions and offsets generally apply.

What is the State’s Deferred Compensation Plan?

Similar or better in many ways to a 403B Plan, the State’s Deferred Compensation Plan (http://www.mass.gov/mtrs/) is administered by Great West 1-877-457-1900. It allows one to place pay into a tax-deferred investment component of a variety of stock and bond mutual funds. Your account is allowed to grow tax-deferred without being taxed until withdrawal, normally at retirement. The city’s contact person is Lisa Cardinal at lisa.cardinal@gwrs.com

Flexible, the 457 Plan all the homework has been done for you, as the state has chosen the mutual funds for you. The funds chosen are both actively and passively managed (index) funds. You choose only how much you wish to set aside and where you wish to allocate your funds. For further information and/or very good plan, with slightly less flexibility than a 403B, but worth investigating, as the state has done much of the ‘homework’ work for you. Fees are minimal, much lower than in typical 403b plans.

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

Day 1 — Tuesday, September 3rd

Staff and administration share the 6-hour day equally; staff get 30 minutes for union introduction and rest of their time for room set up and preparation. Administration gets its share of day for PD. Here’s the actual language:

Teachers and paraprofessionals shall report to work on Tuesday, September 3, 2013. The activities for the first thirty minutes will be determined by the building administrator. Teachers and paraprofessionals will spend the next 2.5 hours in professional development, the content of which shall be established by the administrator. The activities for the first thirty minutes after the professional development session shall be determined by the building’s union representative. Teachers and paraprofessionals shall spend the remaining 2.5 hours organizing and preparing their classrooms.

Component B: There are 180 school days when class is in session

Component C: The second day of school, which was a PD day w/o students, still has to be made up as follows:

3 hours of Professional Development: The remaining three hours of professional development that normally would occur before students report to school shall be scheduled by a majority vote of the faculty by September 30, 2013.

3 hours of Classroom Preparation: Teachers and paraprofessionals shall be required to work three hours preparing their classrooms for the beginning of the school year between August 16, 2013 and September 20, 2013 when their respective buildings are otherwise open. Teachers and paraprofessionals shall submit a written certification to their principal/headmaster indicating the date(s) and hours worked by September 20, 2013.

Component D: January 2nd — All Day Professional Day

Each staff by a majority vote* (secret ballot, five days’ notice; run by the BTU Building Rep.) can convert January 2nd 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 Rep.

The activities for the first thirty minutes after the professional development session shall be determined by the building’s union representative. Teachers and paraprofessionals shall spend the remaining 2.5 hours organizing and preparing their classrooms.

Component E: 18 hours of professional development*

*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 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 exclusively belongs to the building administrator and participants get PDP certificates for their attendance for all of the PD time required.

How long is the length of the school day?

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

What if your administrator schedules a 40-hour math [etc.] workshop? Anything over the 24 hours (with the conversion) or the 18 hours (without) as mentioned above is voluntary, no matter how worthy and valuable.

Pilot Schools & Innovation* Schools

The length of the traditional school year is 180 school days as defined above. There are 2 additional non-student days: the Tuesday and the day after the Winter/December break. Plus a ‘lost’ day, which was the typical Day 2 in previous years; this day is now turned into an equivalent of 6 hours. 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 48 other days or hours required, whether during the school year, in the summer, or whenever. All hours 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.

For the 2012-2013 school year, in addition to any of the above found under the Traditional School schedule, all teachers (nurses, etc.) in the following schools — Blackstone, Brooke, Dearborn, Dewey, E. Greenwood**, English* **, HS, Watertown, Holland, Kennedy, Orchard Gardens Pilot, the Mattahunt and the Trotter — will work an additional 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, please call the BTU office.

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

continued from page 10

to $17,550 this year (most people start with a much lower amount) and take advantage of other special catch-up provisions including the over-50 provision at $55,000. The web page is excellent and has complete information at www.mass-smart.com. The 457, while offering 99% of the advantages of a 403b or tax-sheltered annuity (the inability to take a loan, the chief disadvantage), offers NONE of the high fees associated with the 403b. Saving via the 457 plan offers a far more efficient means of growing your deductions than does the typical 403b plan. The 457 Plan is subject to IRC minimum distribution rules, as is a 403B/TSA plan.

The BTU will run a seminar on this topic during the school year. Feel free to call me or email me (rstutman@btu.org) at the office if you have any questions.

By Richard Stutman, BTU President

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

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

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

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

The length of the traditional school year is 180 school days as defined above. There are 2 additional non-student days: the Tuesday and the day after the Winter/December break. Plus a ‘lost’ day, which was the typical Day 2 in previous years; this day is now turned into an equivalent of 6 hours. 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 48 other days or hours required, whether during the school year, in the summer, or whenever. All hours 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 and in excess of 95 will be compensated, so it is important to confirm the actual numbers of hours required. The first 50 hours in excess of 95 will be compensated by the city, all hours beyond those will be compensated by the individual school.

The compensation for time above and beyond the hours detailed above will be at the contractual hourly rate and will be retirement-worthy.

* Innovation school teachers have to consult their own Election to Work Agreement for certain individual schedule characteristics. By and large, Innovation Schools have schedules that parallel the pilot school model, which is pretty uniform except for the actual calculation of hours that can vary by pilot school. Anyone with a question, please call the appropriate field representative at the BTU office, either Caren or Michael.

Turnaround Schools

The 2012-2013 school year, in addition to any of the above found under the Traditional School schedule, all teachers (nurses, etc.) in the following schools — Blackstone, Brooke, Dearborn, Dewey, E. Greenwood**, English* **, HS, Watertown, Holland, Kennedy, Orchard Gardens Pilot, the Mattahunt and the Trotter — will work an additional 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, please call the BTU office at (617)-288-2000.

**Both the Greenwood and the English High School have now been slated for post-Turnaround status as per state directive under the umbrella of the Blueprint Educational Management.

There are other types of schools, extended learning time schools (Ebons, Uman, McCormack, and Irving), Project Promise Schools (Timilty), Horace Mann Schools (EM Kennedy, IDEA, Green Academy, UP I (formerly Gavin), UP II (formerly Marshall), and the McKinley, and others have who have individual schedules, beyond the scope of this report. As with any of this, call the BTU office if you have any questions.
A Primer of Rights and Benefits for Paraprofessionals
by Josefina Lascano

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

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

Sick and Personal Days

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

A 10-minute break was added to the paras’ workday in 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 a dental eye care center. For enrollment in the plan, call the Health and Welfare Office (located at Union headquarters) at 617-288-5803. 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.

A Contractual Benefit Package for Paraprofessionals
by Richard Stutman, BTU President and Josefina Lascano, BTU Paraprofessional/Substitute Field Rep.

Salary and Health Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>How Takes Effect</th>
<th>How to Learn More</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Step Placement</td>
<td>Step 1 (first three years) Step 2 (after three years) Step 3 (after six years) Step 4 (after nine years)</td>
<td>Step increase takes place automatically through Payroll.</td>
</tr>
<tr>
<td>Salary Lane Placement</td>
<td>Basic Rate and then Rates with 30, or 60, or 90 in Service and/or College credits and/or Bachelors degree</td>
<td>Provide H.R. with a transcript of college credits or certificate for in-service credits.</td>
</tr>
<tr>
<td>Career Awards</td>
<td>After completion of 9 years of service and increase every 5 years</td>
<td>Provide Payroll with PS-03 form to receive salary increase.</td>
</tr>
<tr>
<td>Substituting for a Teacher</td>
<td>Pay is $6.00 in addition to regular pay for substituting in his/her regular classroom</td>
<td>Para must be certified as a teacher or have 10 years’ service</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>6 different plans, HMO and out-of-network individual and family plans.</td>
<td>You must apply within 60 days of date of hire.Deadline is firm. New dependents must be added within 30 days.</td>
</tr>
<tr>
<td>Medicare</td>
<td>Anyone entering public employment after 3/31/86 must pay Medicare tax and is eligible for age 65 provided he/she has 10 years’ service.</td>
<td>Employees pay 1.45% of gross wages. Deductions are mandatory and continue with employment.</td>
</tr>
<tr>
<td>BTU Health and Welfare Fund</td>
<td>Includes Dental, Eye Care and Legal benefit. City pays plan premium, but some benefits have co-pays. ‘Terrorific Benefit!’</td>
<td>Apply at BTU H&amp;W office at 617-288-5803 at start of employment</td>
</tr>
<tr>
<td>Sick Days</td>
<td>Grants paid leave when ill, up to time accumulated</td>
<td>15 days granted per year, unused days accumulate and have cash value at separation after 10 years of service.</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>Grants paid leave for personal reasons</td>
<td>2 days per year, unused days accumulate. Also, graduation days allowed</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>Grants paid leave under limited circumstances</td>
<td>Depends of family relationship</td>
</tr>
<tr>
<td>Religious Holy Days</td>
<td>Grants paid leave under limited circumstances</td>
<td>Depends of holiday specifics</td>
</tr>
<tr>
<td>Maternity Leave</td>
<td>Paid as well as unpaid leave &amp; city continues to pay its share of health coverage.</td>
<td>Paid maternity leave limited by number of sick days accrued</td>
</tr>
<tr>
<td>Leave for Adoption</td>
<td>Paid as well as unpaid leave</td>
<td>Limited to 40 days per school year if you have accumulated days in your bank (used to 30 days)</td>
</tr>
<tr>
<td>Leave for Family Illness</td>
<td>Paid leave for family members ill</td>
<td>Limited to 30 days per school year if accumulated, though more can be granted.</td>
</tr>
<tr>
<td>Duty-Free Lunch &amp; Break</td>
<td>10 minute break plus a 10-minute break per day</td>
<td>Duty-free time</td>
</tr>
<tr>
<td>Dependent Care Program</td>
<td>Use pre-tax dollars for dependent care</td>
<td>Apply within 30 days of hire or during open enrollment beginning mid October</td>
</tr>
<tr>
<td>Flexible Spending Program</td>
<td>Use pre-tax dollars for out-of-pocket medical expenses</td>
<td>Same as dependent care above, but additional eligibility requirement of one year’s service.</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>City sponsors plan</td>
<td>Find $500 of term coverage comes with purchase of health insurance. 1/2 of premium for first $5000 coverage paid by the city; rest paid by employee.</td>
</tr>
</tbody>
</table>

Retirement, Tax-Deferred Savings Plans

<table>
<thead>
<tr>
<th>Participation</th>
<th>Details</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Pension</td>
<td>Participation is mandatory under state law, vested employees obtain a pension at retirement</td>
<td>See contract, page 128. Call City Treasurer’s Office 617-635-4515</td>
</tr>
<tr>
<td>Tuition Reimbursement</td>
<td>Participation in voluntary 403B or Tax Sheltered Annual (TSA) plan</td>
<td>Pro-tax salary contributions grow tax-deferred until withdrawn</td>
</tr>
<tr>
<td>Paraprofessional/Teacher Preparation Grant Program</td>
<td>Legislative benefit, not contractual</td>
<td>State provides financial assistance for a para to become a teacher by obtaining a B.S. degree at a Mass. College. Some restrictions apply.</td>
</tr>
</tbody>
</table>

Grievance Rights

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

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Welcome Substitutes!

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

The Union’s monthly membership meeting is the second Wednesday of every month at 4:15 p.m. at the BTU. Please participate in your union. You have a Building Representative of the BTU in your school. Please make yourself known.

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

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

Substitute teachers and nurses who work a minimum of three days per week are eligible for health insurance, and this should be obtained within the first 60 days of employment by calling Group Insurance at City Hall 617-635-4570. Cluster Substitutes are also eligible for BTU Health & Welfare benefits, including dental insurance, eye care and legal services, and should call 617-288-0000 to sign up.

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

Sincerely,
Josefina Lascano
BTU Substitute Field Representative

Substitute Teacher Salary Schedule and Benefits

<table>
<thead>
<tr>
<th>Substitute Teacher Salary Schedule as of 11/1/2011</th>
</tr>
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<tbody>
<tr>
<td>-----------</td>
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<tr>
<td>Per Diem</td>
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<tr>
<td>Long Term – After 10 Days</td>
</tr>
<tr>
<td>Long Term – After 25 Days</td>
</tr>
<tr>
<td>Cluster</td>
</tr>
<tr>
<td>18 Hours of Professional Development</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Application for Teaching Positions</td>
</tr>
<tr>
<td>Those substitute teachers who are certified, recommended as a result of a 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.”</td>
</tr>
</tbody>
</table>

SMART Plan: Have you saved enough for retirement? Come find out.

Our SMART Plan representative, Lisa Cardinal, will be scheduling appointments at 26 Court Street in Boston and 180 Mt. Vernon Street in Dorchester (the BTU Hall) on Thursday, September 19, and Tuesday, October 22. The Court Street appointments will take place throughout the day, and the Mt. Vernon Street ones in the late afternoon and early evening. All are welcome to make an appointment, whether you are already participating in the SMART Plan or not. To make an appointment, please email Lisa at lisa.cardinal@awrs.com and indicate your preferred date, time, and location, and whether you are already participating in the Plan. To learn more about the SMART plan go to mass-smart.awrs.com.

Please note: The BTU does not endorse any plan or vendor and makes no recommendations whatsoever as to the benefit of any tax-savings vehicle or plan. That said, a school department employee has dozens of alternative investment choices, but of all the choices, only one plan, the SMART Deferred Compensation Plan, is monitored by any supervisory agency. The SMART plan is monitored by the state treasurer and therefore is, in our opinion, worthy of note. Importantly it has no hidden fees unlike the insurance companies doing business in the BPS. For that reason and that reason alone, we offer this service.

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A Primer of Rights and Benefits for Paraprofessionals...

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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 American Federation of Teachers in Washington D.C. (AFT), and the AFT. BTU will begin to receive monthly mailings from the BTU, AFTMA and the AFT.

membership near 70,000 others makes us a stronger union, better able to help each of us. We encourage you to join. (Consult your building representative for a copy of the contract.)

Credit Union

Paras are also eligible to join the Tremont Credit Union, with offices located at BTU headquarters, in Roslindale at 10 Corinth Street, and at the Braintree Executive Park, 50 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 pay stub 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 4:15 PM at the Union headquarters in Dorchester. We have a meet-and-greet from 4:00 – 4:15 PM.

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

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.
Florida may be “ground zero for every single market-based experiment” that imperils true school improvement, but the energy and commitment of local union leaders and activists in the state are proof positive that the AFT can meet these challenges—and refocus communities on a path toward greater equity.

The request also includes for-profit education employers to audit eligibility of former Florida education commissioner Tony Bennett, who is also an AFT vice president, Weingarten visited a special education classroom and met with United Teachers of Dade president Fedrick Ingram, who is also an AFT affiliate. Ingram noted in late July that the former Florida education commissioner betrayed that promise when he put back on the state’s books a high-stakes test that pertain to this audit will be handled by HMS. They are the responsible party that proved after this audit ineligible, the employer will not penalize the employee. HMS will provide you with this audit will have a negative effect on the services of HMS Employer Solutions. They are the responsible party that has filed public information requests in both states for communications between the former Florida education commissioner and the AFT.

The AFT president noted how Florida affiliate had done stalwart work on issues like retirement security while simultaneously fighting some of the most corrosive “divide and conquer” schemes, which operate with no transparency and under the guise of school reform. That sad fact became clear in the recent controversy surrounding Tony Bennett, the former Florida education commissioner. Bennett exited his position this summer after revelations of a grade-fixing scandal in Indiana (where he previously served as state superintendent) and charges that cronynism and favoritism drove the school accountability program he instituted there. The AFT and its affiliates in Florida and Indiana have filed public information requests in both states for communications between Bennett and Jeb Bush’s Foundation for Excellence in Education, the American Legislative Exchange Council and other groups.

The scandal-tainted accountability system reveals powerful forces “that are trying to make a profit [in public education] by demonizing and demeaning” the people who work in schools and by “looking to divide teachers and parents.” Weingarten said those efforts are an in need of assistance. HMS can assist you on how to comply. Remember the need for you to comply is a Massachusetts law; your healthcare will be jeopardized if you fail to complete the dependent verification process.

The climate in the school system is impressively constructive and cooperativa, said Weingarten. It is “an example of how to work together rather than trying to win arguments. I am so impressed by the hard work they are doing in St. Louis to reclaim the promise of public education.”

Prior to the school visits, Weingarten took time to deliver a spirited message of solidarity at a United Mine Workers rally against Peabody Coal. “America’s corporations can’t turn their backs on those who grew America,” Weingarten told the crowd, and that “promise is about as old as America itself.”

The promise lies in collaborating with the country. But we cannot win the battle alone. The promise in collaborating with the community—particularly low-income and working families, and communities of color—as genuine partners to develop and improve our schools and communities and creating a more equitable society.

Registration information is available online. More information about the conference is available from the AFT Human Rights and Community Relations Department, 202-879-4434, or ahrdinfo@aft.org.
A Listing of Dates and Deadlines Set by Contract – 2011-2016

### Contractual Dates and Deadlines

**September 3**
Opening Day of school w/students for staff. This is a shared 50-50 day, as both staff and administration each have equal time. BTU Rep has 30 minutes for explanatory song, and will have 2-30 set aside for room preparation. Rest of day used for administrative purposes. See full school schedule in the following pages for assignments.

**September 4**
BTU Rep. has 30 for union news, adm. gets rest of 6-hour day for PD.

**September 6**
First Day of school for (most) students.

**October 15**
Members of a School Site Council are to be elected by this date.

**October 31**
A first meeting of the newly-elected School Site Council shall be held by this date.

**December 1**
On or before December 1, the (School) Committee will determine when a vacancy is expected to last for the duration of the school year and shall grant a prospective contract to a professional teacher hired to fill such vacancy. If you are in a position that you believe worthy of a contract, call the union office at 617-209-2000. If you are unsuccessful, call the union office anyway.

**January 2**
PD Day. No students. Day may be converted to PD hours.

**January 15**
In traditional schools, the proposed work schedule for an upcoming school year will be given to staff by this date. The staff may override the schedule by a 2/3rd vote. An override sends the work schedule back to the pilot’s Governing Board for possible adjustment and tweaking.

**January 15**
Application deadline for leave of absence to commence at the beginning of the next teacher work year. Application deadline for extension of leave of absence scheduled to expire before the end of the next teacher work year. Application deadline to cut short a scheduled leave of absence and to return to work at the beginning of the next teacher work year. N.B. The January 15 deadline may be waived in extenuating circumstances. Please call the BTU for more information.

**January 15**
BTU Staff at 11 Turnaround Schools shall be given notice of any additional summer hours by this date.

**January 15**
BTU Staff at 11 Turnaround Schools shall be given their work-year schedule for the upcoming school year by this date.

**January 15**
BTU Staff at 11 Turnaround Schools shall be given notice of their inclusion status. If you are in a staggered start and end time for the upcoming school year.

**January 15**
BTU Staff at 11 Turnaround Schools shall be given notice of a change in assignment for the upcoming school year by this date. In any school, where implementing an inclusion model, the Principal/Headmaster must also notify impacted teachers by this date.

**January 15**
Application deadline for filing of alternate program areas for permanent teachers.

**February 1**
BTU Staff at 11 Turnaround Schools and Pilot Schools shall be given notice of excess by this date and they may voluntarily excess themselves by this date.

**February 1**
Teachers may voluntarily excess themselves using the PTPP process, described on pp. 78-80 in the CBA.

**February 15**
Programming preference sheets shall be distributed to all teachers.

**February 15**
A list of all teaching assignments the staff to be used administratively. These assignments may be applied for in the teacher’s program preference sheet as herein provided.

**February 1**
Principals will be required to make recommendations as to which provisional teachers they want to make permanent teachers by February 1 of each year.

**February 1**
No later than February 1st, programming preference sheets shall be distributed to all teachers.

**February 15**
Deadline for submission of an additional program application if results of NTE or Praxis exam are needed but unavailable on 1/15.

**February 15**
Positions that receive “Open Posting” status on the job transfer circular may be filled by an affirmative 60% vote of school staff by this date.

**February 15**
Teacher members of the school-site inclusion planning teams in traditional schools shall be chosen by the school’s faculty. Each Principal/Headmaster shall notify teachers who are scheduled to be included in their school during next school year prior to February 15 of this year, so that teachers and paraprofessionals have ample time to plan and prepare for its implementation, and teachers who wish to exercise their contractual right to excess themselves or transfer.

**February 15**
Principals will be notified by February 15th if their recommendations for making teachers permanent have been approved.

**February 15**
In pilot schools by this date a given year, there may be an approved schedule in place – one that has not been overridden – or the current year’s pilot schedule remains in place.

**March 1**
All preference sheets shall be retained by March 1.

**March 27**
The Superintendent shall make permanent appointment of provisional teachers by this date.

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### 20. Timelines (Dates in italics are provided as guidance)

#### A) Educators with PFS on Two-Year Plans

**Activity completed by:**
- Superintendent, principal or designee meets with evaluator and educators to explain evaluation process, September 10
- Evaluator meets with first-year educators to assist in self-assessment and goal setting process. Evaluator submits self-assessment and proposed goals. October 1
- Evaluator submits revised Formative and Summative Evaluation Reports. October 1
- Evaluator conducts Summative Evaluation Report. November 1
- Evaluator conducts Summative Evaluation Report. November 15
- Evaluator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired). January 5
- *or four weeks before Formative Assessment Report date established by Evaluator
- Evaluator completes Evaluation Report. November 1
- Evaluator completes Formative Assessment Reports for Educators. December 1
- Evaluator completes Formative Assessment Reports for Educators. December 1
- Evaluator completes Formative Assessment Reports for Educators. December 1
- Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator.
- *Evaluator completes Evaluation Report. December 1
- Evaluator meets with Educators whose ratings are Needs Improvement or Unsatisfactory; December 1
- Evaluator notifies Evaluator of any change in assignment for the upcoming 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, and programmatic conflicts. Reasons for any such change shall be given by the Principal or Headmaster to any teacher affected.

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### Timelines for Performance Evaluation (BTU Contract p.69)

#### B) Educators on Plans of Less than One Year

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

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### 20. Timelines (Dates in italics are provided as guidance)

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### *** School calendar agreement, this year only follows. Next year, we will revert to previous schedule, wherein the first two days of the year are non-school days.

1. **Start of Students’ School Year**

   The students’ 2013-2014 school year shall start on Wednesday, September 4, 2013.

2. **September 3, 2013**

   Teachers and paraprofessionals will report to work on Tuesday, September 3, 2013. The administrators will report to work on Monday, September 2, 2013. Teachers and paraprofessionals will spend the next 2.5 hours in professional development, the content of which shall be established by the administrator. The activities for the first three days after the professional development session shall be determined by the building’s union representative. Teachers and paraprofessionals shall spend the remaining 2.5 hours organizing and preparing their classrooms.

3. **Professional development**

   The remaining three hours of professional development that normally would occur before students report to school shall be scheduled by a majority vote of the faculty by September 30, 2013.

4. **Classroom Preparation**

   Teachers and paraprofessionals shall be required to work three hours preparing their classrooms for the beginning of the school year between August 16, 2013 and September 20, 2013 when their respective buildings are otherwise open. Teachers and paraprofessionals shall submit a written certification to their principal/headmaster indicating the dates and hours worked by September 20, 2013.

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Compiled by Richard Stutman

BOSTON UNION TEACHER | September, 2013

15
We have come a long way in 49 years. Below you’ll see a long list of gains accrued over the course of our collective bargaining history. We have done well. Years of accumulated collective bargaining gains have given us a benefit package we can be proud of. But these gains did not come overnight and they did not come without a lot of hard work – hard work done by our membership over years of bargaining and years of collective action.

49 Years of Contractual Gains

1965 Teachers Elect BTU as Exclusive Bargaining Agent
1966 Pilot Program for Duty-Free Lunch
1967 Grievance Procedure Established
1968 One Personal Day Granted
1969 Duty-Free Lunch Extended to 30 Elementary Schools
1970 Health and Welfare Fund Established at $50 per member
1971 Severance Pay Established
1972 Career Awards Established
1973 Provisional Placed on Group I Salary Schedule
1974 Binding Arbitration Established
1975 Child Care Leave Established
1976 Duty-Free Lunch New to Elementary Schools
1977 Class Size (K-3) Reduced from 33 to 28
1978 Class Size (K) Reduced from 28 to 25
1979 Class Size (Grades 4-6) Reduced from 33 to 27
1980 Class Size (Grades 7-8) Reduced from 33 to 26
1981 Guidance Counselor ratio Decreased from 800/1 to 750/1
1982 Increased P&D's
1983 Eight new teachers enter at higher steps.
1984 Full-time Principal positions created to mentor new teachers at BTU
1985 New Collective Bargaining Agreement calls for a 2% raise on the base in year 1, a 3% plus another $600 on the base in year 2, a 3% and another 1% in year 3, and another 1% in year 4. The salary roll-over amounts to an average 14.8% for all members over the life of the contract. All teachers, to, received a one-time bonus of $500 in May 2007.
1986 In-service credits increased from 20 to 30; these credits can be used interchangeably with graduate credit for salary lane advancement.
1987 Full-time NTD positions created to mentor new teachers at BTU plus 5% part-time NTD's also created to do part-time mentoring.
1988 Full-time peer assistants to be hired to work with up to 12 teachers (et al) who, on a voluntary basis, request assistance.
1989 Health and Welfare contribution for teachers (et al) to increase an additional $150 plus a COLA, amounting to a 28% increase over the time period of this contract.
1990 Superintendent's Schools established. Staff in schools do described will work an additional hour and receive a salary increase of 15%. Regular education class size in Superintendent’s School will decrease by 2 across all grade levels.
1991 Itinerant staff who obtain licensure in their respective national approvals will be reimbursed for their application and testing fees, up to a total of $1,500; also, itinerant staff will also be allowed to share in a yearly fund of $15,000 to provide their respective department’s Professional Development opportunities of their own choosing.
1992 Health education classes will now be allocated $500,000 per year for training.
1993 Career Awards
1994 Site Councils
1995 Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to $500 in April 2005 for tuition expenses.
1996 Individual Benchmark testing – All K-23 will be provided with the equivalent of two days of substitute coverage to do benchmark testing. One week’s equivalency will be given in September, the other in June.
1997 Career awards increase by another $350.
1998 Performing Arts Teachers get a stipend of $1,600 per year for rehearsals and practices leading to productions and/or festivals.
1999 Pilot School negotiations concluded. Teachers and paraprofessionals who work above and beyond the school day and will year will now be compensated for all hours above and beyond 105 per year in 2000, 100 per year in 2007-08, and 95 per year in 2008-09.
2000 New Collective Bargaining Agreement calls for a 2% raise on the base in year 1, a 3% plus another $600 on the base in year 2, a 3% and another 1% in year 3, and another 1% in year 4. The salary roll-over amounts to an average 14.8% for all members over the life of the contract. All teachers, to, received a one-time bonus of $500 in May 2007.
2001 Increased P&D's, established at $50 per member.
2002 Increased P&D's, established at $50 per member.
2003 Increased P&D's, established at $50 per member.
2004 Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to $500 in April 2005 for tuition expenses. Details will be forthcoming shortly. In the meantime, save receipts for tuition expenses incurred post September 1, 2004.
2005 Individual Benchmark testing – All K-23 will be provided with the equivalent of two days of substitute coverage to do benchmark testing. One week’s equivalency will be given in September, the other in June.
2006 Comprehensive Guide established.
2007 Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to $500 in April 2005 for tuition expenses. Details will be forthcoming shortly. In the meantime, save receipts for tuition expenses incurred post September 1, 2004.
2008 Individual Benchmark testing – All K-23 will be provided with the equivalent of two days of substitute coverage to do benchmark testing. One week’s equivalency will be given in September, the other in June.
2009 Comprehensive Guide established.
2010 Comprehensive Guide established.
2011 Highlights, not all-inclusive
2012 Members entering our ranks today are the welcomed beneficiaries of the struggles of their predecessors. As we welcome our new members, we should also explain to them how our gains were accomplished. It has taken a lot of hard work by our membership, many of whom have worked tirelessly for forty or more years without the benefit of picketing, and countless demonstrations. All worth it. Here’s how we have improved our working conditions and benefit package:

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