A Welcome Back Message from the BTU President

By Richard Stutman, BTU President

Welcome back. We hope you’ve all had a restful and enjoyable summer. Today each school will have set aside a 30-minute block of time to go over some of the material in the current edition of the Boston Union Teacher. We negotiated this block of time nine years ago because we felt it important that your building representative have time set aside at the start of each school year to disseminate certain important information.

The BTU’s job is to keep you informed and protect your interests while we work to improve our schools. It is a job we will do well and a job we continually try to improve. The ‘we’ are you. We are a democratic organization, and we pride ourselves on having an open decision-making process.

Much of the information we have provided in the newspaper explains your rights and benefits, how to take full advantage of both. Those of you who are new or relatively new to the BTU should find the information quite useful as you begin your career. The rest of you will find bits and pieces that interest you. We encourage each of you to review this newspaper at your leisure. We cannot overstate the need for all staff, and in particular new staff, to understand your basic rights and benefits. For new staff in particular, some items — such as taking advantage of the flexible-spending plan or understanding class size limits — are time sensitive, so you may want to read up on these sooner rather than later. Of course, there’s a lot of information to digest and you will not digest it all today, but please keep settlement that will be in place for the next four school years. Our goal is to maintain a cordial working relationship as we seek to improve our schools. The BTU’s job is to keep you informed and protect your interests while we work to improve our schools. Our goal is to maintain a cordial working relationship as we seek to improve our schools.

Richard Stutman
BTU President

Performance Evaluation

By Patrick J. Connolly, BTU Executive Vice President

Back to school sales are in full swing, teachers and students alike are purchasing school supplies and preparing for the start of another school year. Young students wonder if they will fit in with their new classmates. For many a new school to attend brings a mixture of excitement and concern. The same holds true for both new and veteran teachers. Every new student awaits the teacher who will return it to us. To disseminate information quickly, we rely heavily on our email list-serve, which currently has 9,500+ members signed up. The list is used exclusively for our weekly e-bulletin, and your address and your school will be kept private and confidential. The email list-serve, along with our monthly newspaper, the Boston Union Teacher, are the primary sources of information that comes out of the BTU office. We use both to keep you informed about a variety of topics. To receive the newspaper, as well as other periodic mailing, you need to fill out a membership card, as described above. The Boston Union Teacher welcomes contributions from all members, and articles can be submitted to our BTU co-editors, Richard Maguire at mmaguirè@btu.org, or Garret Vichrick at gvichrick@btu.org. Again, we hope you have a good year. The BTU is deeply committed to fulfilling its mission to represent our interests, to improve our schools, and to raise the standards of our profession. We will accomplish these worthy goals by working together. Best regards and please let us know how we can help you. The BTU is your organization and your union. We welcome your involvement, and hope you take advantage of what we have to offer. As always, your school BTU building representatives or the BTU office (www.btu.org or 617-288-2000) can provide further assistance and detail.
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 7,200 teachers, other non-administrative, professional employees, paraprofessionals, and substitute teachers. We also represent 3,000+ retirees.

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

The BTU is affiliated with:
- American Federation of Teachers (AFT)
- AFL-CIO, Mass AFL-CIO
- AFT-Massachusetts (formerly called the Massachusetts Federation of Teachers)
- Greater Boston Labor Council (GBLC)

How to get in contact with the BTU:
- Visit office at 180 Mt. Vernon Street, Dorchester
- Business Hours, 9-5, 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/opmaybber/officercommitteemember/index.html

How to join the BTU’s 9,800-member list serve:
- Go to http://www.btu.org, upper left (beige) is sign-up box.

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 second Wednesday of each month at 4:00 at union headquarters. All members are welcome to attend. (Subject to change with notice because of scheduling problems.)

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

Serving as a direct link between the union office and the membership are the BTU Building Representatives from every building and program in the city. BTU Building Reps. 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.

By Michael J. Maguire

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

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

In the membership meetings we debate, most of the time politely, sometimes a little more loudly. But we discuss what is on our minds, in our hearts, and in our futures. It is important for all of us to participate in the monthly membership meetings. Think of it this way, a teacher can have a lively discussion on a topic when most of the class is away?

Most importantly, we discuss our future. Our future wages and our future terms of employment are but some to the topics regularly covered. We also bring to light our present problems and how best to fix them. To make yet another comparison to the classroom: How could a teacher possibly know if all the students are benefiting from the lesson if the vast majority remain silent?

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

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

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

In order to vote “yes” or “no” on the motion, you must be present.

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

Solution-Driven Unionism Needs Your Input!

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

In summation, there is great camaraderie at the meetings that you can’t get from an email or newsletter. Look forward to seeing you all every second Wednesday of the month and wish you a great start to your year!

Michael J. Maguire, Co-Editor, Boston Union Teacher
mmaguire@btu.org

—Michael J. Maguire, BTU President

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Y es, according to the BTU by-laws, elections must be held. Running elections is hard work, but one critical activity that can promote increased participation and capacity building within our union. Many times in buildings with long time BTU Reps, people assume that nothing can run even if interested because it is unlikely they’d win. Even if that likelihood is the case, offering their names out there allows for increased interest in the positions on the ballot as well as for future elections, committees, etc. It is in the membership’s best interest to have more people being mentored to familiarize themselves with a variety of roles for teacher leadership in schools and within the BTU. Without active participation, rights and benefits we have long fought for will steadily erode. We cannot sit back and rely on someone else to stand up for our collective part in order to remain strong. We can only be divided and conquered or isolated and bullied if we don’t support each other. A single person does not have enough power to make a change on a small piece of what needs to be done, there’d be a more empowered membership, stronger communities in our schools, and a BTU that stands up for our kids. While it is sometimes difficult to stand up for what we know is right, it is far more difficult in the long run not to have done so.

Health Insurance – When Do New Teachers Sign Up, When Can We Change Our Plans,What If Someone Gets Rehired or Returns From an Unpaid Leave…?

City of Boston Employees join health plans by contacting the Health Benefits and Insurance Division (Group Insurance) located on the 8th floor of Boston City Hall, telephone 617-635-4570. New hires have 60 calendar days from the time they are hired in order to sign up for health insurance. Provisional or permanent teachers, who were laid off and then recalled/rehired, must sign up to reinstate their health insurance lapse during their leave, they must do their part. The BTU will work with the group insurance to ensure that insurance is automatically reinstated – this happens only once and then not have been officially discharged.

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

The organizations with which the BTU is affiliated and pays dues to are the American Federation of Teachers (AFT) – our national federation – as well as with the Massachusetts AFT [formerly the MFT], the Massachusetts branch of the American Federation of Teachers (AFT) – our national federation – as well as with the Massachusetts AFT [formerly the MFT], the Greater Boston Labor Council (GBLC) – a group of state federations or ‘state feels’ of various labor unions within the greater Boston area that form an alliance primarily related to political and social justice issues. We are not connected with each other, our collective futures.

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

The contract states; “The Union Building Representative in each high school and middle school shall be allowed one administrative period per week for conference with teachers, parents, students, or other concerned parties or associated matters. The Union building representative in each elementary school shall be allowed 45 minutes per week during administration time for the purpose of conferencing with teachers on grievances or associated matters.” This amount of time is generally not sufficient to perform all of the work related to being an effective BTU Rep, however, it is time which has been contractually agreed to and is the BTU Reps right to insist upon being included in their school site work schedule.

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

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

Only in special cases are additional students able to remain in the class thus exceeding the maxima as negotiated. The contract states; “In elementary schools where there is only one regular education class in a grade level, the School Department may exceed the class size maxima by one or two students. For one student over the class size maxima the teacher will receive $1,500 and for two students $3,000.” The contract continues; “In secondary schools where there is a singular regular education course offering, the School Department may exceed this limit by one or two students. For one student in excess, the teacher will receive $300 per class and for two students, $600 per class.” For example, in a second-year school if there is only one physics class offered, this portion of the contract could kick in. This cannot be employed where and when it suits the administration except within the narrow parameters outlined above. Under no circumstances can this passage of the contract be implemented with special education classes. As states in the collective bargaining agreement; “Class size for program prototypes 502.2, 502.3, and 502.4 shall conform with Regu-

ations published by the State Department of Education.” It is illegal to increase SPED class sizes. There is an arbitration award that the BTU obtained which states that even if these narrow parameters exist, the teacher thus affected has a right to declared said stipend and instead may insist on the standard class size being enforced.

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

Dear Boston Teacher,

Sometimes people ask, what has the Union done for me? Here is a story to tell you some things that did not hold true for me.

Recently the Massachusetts Legislature enacted pension reform which included a provision whereby these employees shall be entitled to a defined contribution retirement benefit for employment after the end of 1960. The rule was the teacher was to tell the School Site Councils – Shared Decision Making

The Boston Union Teacher is the award-winning newspaper of the Boston Teachers Union. Last year we won five awards from the American Federation of Teachers Communications Network, including 1st place for Best Publication. Special thanks is due the Editorial Board and the members who submit articles and photographs. The editors are committed to maintaining the quality of our publication and with your help it will remain one of the best teacher union periodicals in the country.

The Boston Union Teacher strives to keep our membership informed of important issues facing our members, their families, and the greater community concerned about issues facing the Boston Public Schools. It is our goal to promote active participation in our union and the labor movement as a whole. We encourage our members to start 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 we live in. We know 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 should be done electronically through e-mail. The newspaper is published every month of the school year and one issue over the summer. Deadlines for submissions are the 2nd Wednesday of the month for publication in the following month. To submit something for publication, please:

Garret Virchick
Email: gvirchick@btu.org
or
Michael Maguire
Email: mmaguire@btu.org

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

Michael Maguire and Garret Virchick, Co-editors, Boston Union Teacher
By Michael W. McLaughlin, BTU Elementary Field Rep.

**School Environment**

If your school is showing signs of mold or mildew? Do your allergies and flu-like symptoms disappear in July and August? Are there visible signs of rodent infestation in your school? Are the ceiling tiles in your classroom water stained? Does your asthma worsen during work hours? Is your classroom crowded?

If you can answer yes to any one of these questions, your school may have indoor environmental problems. You can take action if you suspect your school has environmental problems. As a first step your faculty senate should approach your principal about forming an environmental committee. It’s important to include as many of the school groups as possible.

Administrators, custodians, teachers, cafeteria manager, after school director and community school coordinators are among some of those. One of the first actions the committee should undertake is reviewing the Integrated Pest Management Plan. Your principal or IPM coordinator should have it on file. If your school does not have one, it should be the first order of business for no other reason than it’s the law in Massachusetts. We are one of the few states requiring IPM. Public concern about the quality of indoor environments associated with schools is high, particularly in relation to exposure to pesticides, chemicals cleaned up by the building.

To find out more information and resources for your school, contact BTU Elementary Field Rep. Michael W. McLaughlin at mmclaughlin@btu.org.
An Inclusion Primer

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

Teacher Input

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

SPED Placement

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

The BPS SPED Department must also put in writing for all personnel the policies concerning progress reports, 504 plans, service plans, and the goals addressing the new standards, and any other policies regarding the implementation of SPED and support programs.

Appeal of SPED Placement

When a teacher has concerns about the placement of a student, that teacher may make a request to the Principal or Headmaster to reconvene the team to reconsider the placement in accordance with the regulations. The evaluation team shall respond to the appeal within two weeks. If, upon reconsideration, the team finds the placement inappropriate, it shall present an IEP which contains an appropriate placement option to the parent.

Common Planning Time

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

Class Size and Staffing

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

It is important to note that Article VA(2)(b) Class Size and Staffing of the 1987-97 collective bargaining agreement addresses the situation where two classes, one regular education and one SPED, have been combined, resulting in an inclusion classroom. Schools which are adopting other models or other integration of classes must consult with the school’s SSC’s and follow the procedures for and obtain a waiver consistent with Article III (C) 4 and 5.

Schools that adopt an inclusion model which changes the way that resource rooms are configured or changes the way that resources rooms are staffed shall be offered first to teachers and paraprofessionals in the affected classrooms, then to others within the school according to the terms of the contract. Positions that are not filled from the school staff shall be posted on the spring transfer list and, if necessary, on the excess pool vacancy list, and on subsequent postings.

SPED students who continue to receive resource room services which are not changed by the school’s inclusion plan will continue to fall under the current class size agreement.

Paraprofessionals and Other Support

Paraprofessional support assigned to the student 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 school with inclusion models which has been a cause for some anxiety going through SBM processes. Principals, with input from the evaluation team, will decide how best to allocate paraprofessional support. In all inclusion classrooms to which 502.4 students are assigned, paraprofessionals shall be provided as well as other support required by that student’s IEP.

Training

A school’s inclusion planning team shall meet with teachers in inclusion classrooms at least twice yearly to determine the training needs. Teachers who choose not to teach in an inclusion classroom may exercise their voluntary contractual right to excess themselves or to transfer. Positions to be filled in inclusion classrooms shall be offered to teachers and paraprofessionals in the affected classrooms, then to others within the school according to the terms of the contract. Positions which are not filled shall be posted on the spring transfer list and, if necessary, on the excess pool vacancy list, and on subsequent postings.

By Michael W. McLaughlin
BTU Elementary Field Rep.

Peer Assistance Program

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

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

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

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

Now in its fourth year of existence, the program has received favorable reviews. If you have questions about the Peer Assistance Program or would like to voluntarily enter the program, please email me at mclaughlin@btu.org.
Political action ensures that policies, decisions, and issues directly affecting public education are portrayed in a positive light and reflect the educators’ voices. Why is political action a must for us?

Every single elected official makes decisions that impact education, our students, and their families. In addition to voting to fund our contract, our elected officials determine legislation that impacts pensions, health care, professional status, and our students’ educational reform seems to have a new meaning every day. Somewhere along the way, being a member of a teachers’ union has become synonymous with being an obstructionist. Political action can help us change that gross misrepresentation of who we are and of what we do.

Why and how does the BTU make endorsements?

The BTU’s Committee on Political Education (COPE), who are nominated by the BTU President and subsequently approved by the Executive Board and the membership, recommend candidates who advocate for public education and who will vote to support all those issues that we hold dear. COPE meets regularly and makes initial recommendations for endorsement. A 2/3rds vote by COPE is required in order to send a recommendation to the Executive Board, who, by a 2/3rds vote, then sends the recommendation for endorsement to the entire BTU membership. If the recommended candidates then receive a 2/3rds vote at the membership meetings, they are then officially endorsed.

Federal and state laws restrict the use of union dues for political action. Consequently, members are asked to voluntarily contribute monies. The recommended contribution is $1.00 per pay period for teachers and $0.25 per pay period for paraprofessionals. A record of COPE monies will be made available to the membership following a final election and is reviewed by an independent auditor who reviews the Union’s books annually.

Please review the “Question and Answers” on COPE. They are 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?

Volunteer on a campaign for one of the recommended candidates! This year’s Primary Election is Thursday, September 6th. The Final Election is Tuesday, November 6th.

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

Host a House Party! What better way to find out who our elected officials and for them to get to know us than by hosting a house party? If you can supply the location, we will do the rest. We will send you a mutually agreeable time for you and the elected official, invite the guests, and provide the refreshments. We’ll do most of the work and you will feel just like one of the guests! This is a great opportunity to help BU teachers establish a better relationship with those who make the laws in our Commonwealth.

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

Support legislation that is propublic school educators, propublic school children, and benefits our retirees. (Remember, you are a future retiree) Contact to check the BTU weekly E-Bulletin for updates on pertinent bills that affect all our members.

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

Getting involved in political action is everyone’s responsibility!

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

What’s The Deal With Political Action?

Get Involved in OUR Union!

Kristen Pinto, chairwoman of the Elections Committee addresses a recent BTU Membership meeting.

Garret Virchick

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

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

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

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

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

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

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

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

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

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

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48 Years of Contractual Gains

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>1965</td>
<td>Teachers Elect BTU as Exclusive Bargaining Agent</td>
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<tr>
<td>1966</td>
<td>Pilot Program for Duty-Free Lunch</td>
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<tr>
<td>1967</td>
<td>One Personal Day Granted</td>
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<tr>
<td>1968</td>
<td>Duty-Free Lunch Extended to 30 Elementary Schools</td>
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<tr>
<td>1970</td>
<td>Duty-Free Lunch Extended to All Elementary Schools</td>
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<tr>
<td>1971</td>
<td>Provisional Place on Group I Salary Schedule</td>
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<tr>
<td>1972</td>
<td>BA+15, MA+15, MA+45 Lanes Established</td>
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<tr>
<td>1974</td>
<td>Binding Arbitration Established</td>
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<tr>
<td>1975</td>
<td>Child Care Leave Established</td>
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<tr>
<td>1976</td>
<td>BTU Health and Welfare Fund Establishes Dental Plan</td>
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<tr>
<td>1977</td>
<td>BTU Health and Welfare Fund Establishes Eye Care Plan</td>
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<tr>
<td>1981</td>
<td>BTU Health and Welfare Fund Establishes Legal Plan</td>
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<tr>
<td>1983</td>
<td>Class Size (K-3) Reduced from 33 to 28</td>
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<tr>
<td>1986-8</td>
<td>Beginning 3 Salary Steps Dropped; new teachers enter at higher steps.</td>
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<tr>
<td>1987</td>
<td>14th Year Career Award Established</td>
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<tr>
<td>1988</td>
<td>14th Year Career Award Increased</td>
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<tr>
<td>1991</td>
<td>Elementary teachers obtain 4 P&amp;D's</td>
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<tr>
<td>1992</td>
<td>Job-Sharing Program Negotiated, w/full benefits for job-sharers</td>
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<tr>
<td>1994</td>
<td>Lead Teacher Program established</td>
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<tr>
<td>1995</td>
<td>Elementary teachers obtain 5 P&amp;D's, one of which is administratively directed, every other week; now every week</td>
</tr>
<tr>
<td>1997</td>
<td>14th Year Career Award Increased</td>
</tr>
<tr>
<td>1999</td>
<td>MA - 60 Established</td>
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<tr>
<td>2000</td>
<td>Additional 9th year Salary Step added</td>
</tr>
<tr>
<td>2001</td>
<td>Class Size Reduced - K to 23 from 25 to 23; 4-5 from 28 to 27; 6-8 from 30 to 29; 9-12 from 36 to 33</td>
</tr>
<tr>
<td>2002</td>
<td>Class Size Reduced - K to 23 from 25 to 22; 4-5 from 27 to 25; 6-8 from 30 to 28; 9-12 from 32 to 31</td>
</tr>
<tr>
<td>2003</td>
<td>Fourth personal day added and Language, OT, PT, now get individual caseload maxima for the first time</td>
</tr>
</tbody>
</table>

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

- **Paid leave for family illness** goes to 30 days from 15 days per year.
- **Dependent Care Plan/Flexible Spending Plan** established.
- **System wide ratio of nurses** decreased from 750/1 to 700/1.
- **Paid adoption leave** now up to 40 days per school year.
- **Swimming instructors** get full salary lane credit for academic credentials.

Those certified under National Board for Professional Teaching Standards get a 4% differential.

Career Awards* Increased Year After reaching Maximum* After 14 years From $1,000 to $1,600 After 19 years From $1,500 to $2,200 After 24 years From $2,000 to $3,000 After 29 years From $2,500 to $4,000 After 34 years From $3,000 to $5,000 * Or after nine years of service.

Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to $500 in April 2005 for tuition expenses. Details will be forthcoming shortly. One day’s equivalency will be given in September, the other in June.

Pilot School negotiations concluded. Teachers and paraprofessionals who work above and beyond the school day and year will now be compensated for all hours above and beyond 105 per year in 2006-07, 100 per year in 2007-08, and 95 per year in 2008-09.

New Collective Bargaining Agreement calls for a 2% raise on the base in year 1, a 3% plus another $600 on the base in year 2, a 3% and another 1% in year 3, and a 3% and another 1% in year 4. The salary roll-out amounts to an average 14.4% for all members over the life of the contract. All teachers, to, received a one-time bonus of $500 in May 2007.

In-service credits increased from 20 to 30; these credits can be used interchangeably with graduate credit for salary lane advancement.

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

Compiled by Richard Stutman

BOSTON UNION TEACHER ❖ September, 2012 ❖ 9
Contractual Benefit Package for All Teachers*

By Richard Stutman, BTU President

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

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

Copies of the BTU Contract are available through BTU Building Representatives or by calling the BTU office. The contract is also available at http://www.btu.org/download.html. For more detailed information on any of the below, please call the BTU office. All references to the BTU Contract are to the Blue Book. The new book will be distributed soon and will be repaginated, so the references (below) will not necessarily work. If you need a blue book, please call the BTU office. References to the school department’s web page are accurate as of mid-August, though they will change as the department updates its yearly circular offering. A complete listing of department circulars can be found at http://bostonpublicschools.org/node/190 as of mid-August. All web pages referred to are accurate as of August, 2012.

Many of these benefits are being reviewed. So, for example, we are seeking a salary COLA, effective, 9/1/12, for all staff—teachers, paras, and substitute teachers.

The applicable items below, of which there are many, are subject to change, as we negotiate a new Collective Bargaining Agreement. At the same time, however, all topics listed below are in full force and effect as of 9/1/12. Our current agreement expired on 8/31/10, and its features continue until a successor agreement is reached. We will, of course, keep you posted as to developments.

Salary & Health Benefits

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<th>Benefit</th>
<th>How It Takes Effect</th>
<th>How to Learn More</th>
<th>What to Look Out For</th>
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<tbody>
<tr>
<td>Salary Step Placement</td>
<td>Up to 3 years credit for both inside and outside the system, (6 total) if service meets certain criteria. You must apply with app and documentation. See <a href="http://www.btuhwf.org">www.btuhwf.org</a>, also contract.</td>
<td>Call BTU H&amp;W office or at 617-288-0500. Benefit effective at start of prev. contract, but implementation can be delayed.</td>
<td>Inside or prior Boston service includes substitute teaching time under certain conditions. Outside service does not.</td>
</tr>
<tr>
<td>Salary Lane Placement</td>
<td>B+15, Masters, M15, 30, 45, 60, 75, Doctorate</td>
<td>See BTU contract pp. 136-139 or <a href="http://www.btu.org/contractsdownload.html">http://www.btu.org/contractsdownload.html</a>. For salary grids, see same link.</td>
<td>Maintain date-stamped records of all transactions to Court St. It is suggested that these documents be handled as the lane change may be time sensitive.</td>
</tr>
<tr>
<td>Salary Lane: In-Service Credits</td>
<td>Limit of in-service credits increases from 30 to 20 from this contract.</td>
<td>Upon application to HR.</td>
<td>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 may have expired away now.</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>6 different plans, PPO, POS, HMO</td>
<td>You must apply within 60 days of date 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/retirement/Benefits">http://www.cityofboston.gov/retirement/Benefits</a>. <a href="http://bostonpublicschools.org/node/190">http://bostonpublicschools.org/node/190</a> and a search engine is provided.</td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>Includes Dental, Eye Care, and Legal benefit. City pays plan premium, but some benefits have co-pays.</td>
<td>Apply at BTU H&amp;W office or at 617-288-0500. Benefit effective at start of prev. contract, but implementation can be delayed.</td>
<td>Call BTU H&amp;W office or at 617-288-0500 or see <a href="http://www.btuhwf.org">http://www.btuhwf.org</a>.</td>
</tr>
<tr>
<td>Salary Item: Tuition Reimbursement</td>
<td>All permanent teachers on ‘steps’ 1-9 (for the 1st time) get up to $500/y. Para’s with five or more years of service are covered.</td>
<td>This took effect 9/1/04, and is paid as reimbursement for tuition. Para’s are added as of 9/1/07.</td>
<td>A new circular will be out this fall with full explanatory details. Last year’s circular is available at <a href="http://bostonpublicschools.org/files/HR/PPO/PP03%20Tuition%20Reimbursement%20Policy%2020100620%20rev1.pdf">http://bostonpublicschools.org/files/HR/PPO/PP03%20Tuition%20Reimbursement%20Policy%2020100620%20rev1.pdf</a>.</td>
</tr>
<tr>
<td>Salary Item: NBPTS Teachers</td>
<td>Members certified under the standards of the NBPTS now get a 4% raise. Members also get reimbursed for the cost of application fees upon successful attainment of certification.</td>
<td>This raise took effect 9/1/03.</td>
<td>If you were eligible for this benefit last year but did not submit documentation on time, call the BTU office. Pay attention to reporting deadlines.</td>
</tr>
<tr>
<td>Performing Arts Teachers</td>
<td>Perf., Arts, theater, music, drama, and choral group teachers can get up to $1,600 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>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>Flexible Spending Program – Dependent Care</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 or during Open Enrollment usually mid-October; announcement will be made in BTU e-Bulletin. To sign up for e-Bulletin, see <a href="http://visitor.constantcontact.com/schools.org/iles/HRS-PP16%20">http://visitor.constantcontact.com/schools.org/iles/HRS-PP16%20</a> Transportation%20Plan.pdf.</td>
<td>Email <a href="mailto:rstutman@btu.org">rstutman@btu.org</a> for more detailed information. Call CPA, Inc. @ 1-800-544-2340 or see <a href="http://www.tax.com">http://www.tax.com</a> to get the most current deductions. After you submit your forms, you cannot change the deduction for the entire calendar year once you agree with the numbers provided.</td>
</tr>
<tr>
<td>Flexible Spending Program – Medical</td>
<td>Use up to $5,000 in pre-tax dollars for out-of-pocket medical expenses; excellent tax benefit.</td>
<td>Same as dependent care above, but additional eligibility requirement of one year’s service.</td>
<td>Be careful when creating a deduction as you cannot change the deduction for the entire calendar year once you agree to it. Your dependent care reimbursement CANNOT outpace your deduction schedule.</td>
</tr>
<tr>
<td>Flexible Spending Program – Transportation and Parking</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>Same as dependent care see <a href="http://www.btpassets.com">http://www.btpassets.com</a> or <a href="http://bostonpublicschools.org/files/HR/PPO/PP03%20Transportation%20Policy%2020120210.pdf">http://bostonpublicschools.org/files/HR/PPO/PP03%20Transportation%20Policy%2020120210.pdf</a>.</td>
<td>Again, be careful when setting up your deduction. Your medical reimbursements CAN outpace your deduction schedule.</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>City sponsors standard $5,000 term insurance plan and city vendor sells additional coverage.</td>
<td>First $5,000 of term coverage comes with purchase of health insurance. 1/2 of premium for first $5,000 coverage paid by the city; rest paid by employee. Call 617-635-4570 for more information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard $5,000.</td>
<td>Beware of insurance salespeople popping into the teachers’ rooms 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>
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By Richard Stutman, BTU President

THE BOSTON UNION TEACHER • September, 2012

Compiled by Richard Stutman
Disability Coverage
Public Pension Law grants limited coverage for total disability, none for short-term disability. Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you’ll need to purchase it privately. See the Mass. State Teacher Retirement Board Web Page at http://www.mass.gov/rrts/2members/0a0ctive/20
sb1661 pathology/ 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

<table>
<thead>
<tr>
<th>Benefit</th>
<th>How Does the Benefit Work?</th>
<th>Summary Details</th>
<th>How to Learn More</th>
<th>What to Look Out For</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

Class Size Maxima; Caseloads
Enforces class size maxima and caseloads. Important benefit. |

Sick Days
Grants paid leave when ill, up to time accumulated. |

Personal Leave
Grants paid leave for personal reasons. |

Professional Leave
Grants limited paid leave to attend educational conferences. |

Bereavement Leave
Grants paid leave under limited circumstances. |

Religious Holy Days
Grants paid leave under limited circumstances. |

Maternity Leave
Grants paid as well as unpaid leave & city continues to pay its share of health coverage. |

Leave for Adoption
Grants paid as well as unpaid leave. |

Leave for Family Illness
Grants paid leave for family member’s illness. |

Planning and Development Time
Grants staff unassigned time when one is not given a programmed duty or responsibility. P&D periods are ‘teacher directed’, i.e., teacher alone decides what he/she does during that period. |

Duty-Free Lunch
Grants daily duty-free time to all for lunch, in addition to daily P&D time. |

Job-Sharing
1/2 salary, 1/2 position |

Peer Assistance Program
Experienced teachers in need of assistance can volunteer for a peer assistant. |

Accepting a Student/Teacher
If you accept a student teacher, you receive two days’ leave with pay. |

Retirement, Tax-Deferred Savings Plans

<table>
<thead>
<tr>
<th>Participation</th>
<th>Details</th>
<th>More Information</th>
<th>What to Look Out For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Pension</td>
<td>Participation is mandatory under state law; vested employees obtain a pension at retirement.</td>
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</table>

Participation in a 403(b) or a Tax-Sheltered Annuity (TSA) plan
See accompanying article. Pre-tax salary contributions grow tax-deferred until withdrawal. | See accompanying article. | Vendors walking the halls at your school or visiting you in the teachers’ lounge have no special license from the city. Their plans do not operate with any special imprimatur from the city. The vendors are by and large salesmen and saleswomen selling a product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy lifetime penalty for withdrawal. |

Participation in the State’s Deferred Compensation or 457 Program
Participation is voluntary. state-chosen vendor, Great West. Pre-tax salary contributions grow tax-deferred until withdrawal. | Call the BTU for more information and/or Great West at 1-877-457-1900. See www.mass-smart.com or email jesse.brown@ees.com. | Very good plan, with slightly less flexibility than a 403(b), but worth investigating, as the state has done much of the homework for you. Fees are minimal, much lower than in 403(b) plans generally. Terrible option with many similarities to a 403(b). |

Social Security
Mass, public employees do not pay into S.S., employees can, however, accrue S.S. credits at any time in non-public employment. |

See info on Grievance Rights on page 12.
What is a Tax-Sheltered Annuity (TSA)/403.B Plan?

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

Under most circumstances a 10% IRS penalty is imposed on withdrawals prior to age 59.5. (With some restrictions, loans are allowed in some TSA plans prior to age 59.5.)

The City's contact person is Lisa Cardinal, lisa.cardinal@gwrs.com. The 457 Plan is subject to IRC minimum distribution rules as a 403.B/TSA plan. The BTU will run a seminar on this topic during the school year.

Letter to the Editor

Educator Response to New Teacher Evaluations

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

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

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

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

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

The two indicators that received a score of Needs Improvement were both under Standard 1—Alignment/Coherence and Multiple Measures.

Regarding Multiple Measures:

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

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

I am sharing this story with my fellow teachers for the sake of teachers who are taking the new teaching assignment that was given last year.
by Jenna Fitzgerald, BTU Paraprofessional/Substitute Field Rep.

Dear Newly-Hired Paraprofessional:

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

### Salary Step Placement

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

### Sick and Personal Days

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

A 10-minute break has been added to the para’s workday with the 2003-2006 contract. Also, days are given for bereavement. For a complete list, please consult the contract.

You will automatically receive union mail if you complete and return an application for union membership. See your building representative or call the union office for an application.

### Health and Welfare Benefits

#### Paraprofessionals

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

#### Credit Union

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

### Joining the BTU

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

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

### Credit Union

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

### BTU Gives Out $72,000 in Scholarships

Jenna Fitzgerald Paraprofessional/Substitute Field Representative

Welcome Substitutes

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

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

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

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

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

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

Sincerely,

Jenna Fitzgerald
Substitute Field Representative

This past June, the BTU distributed scholarships to BPS graduating seniors as do all unions in our region. In addition, the RTC chapter has generously donated funds for scholarships. In total, our membership gave over $72,000. Two graduating seniors from each of our city high school received the award. Please watch for the notifications and nominations for next year’s scholarships.

### Substitute Teachers Contract FAQ’s

<table>
<thead>
<tr>
<th>9/1/06 - 8/31/10</th>
<th>9/1/06 - 8/31/07</th>
<th>9/1/07 - 8/31/08</th>
<th>9/1/08 - 8/31/09</th>
<th>9/1/09 - 8/31/10</th>
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<td>120.84</td>
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<td>133.10</td>
<td>134.43</td>
<td>138.47</td>
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<tr>
<td>Long Term (After 25 Days)</td>
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<td>240.84</td>
<td>243.25</td>
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<td>Cluster Subs</td>
<td>137.30</td>
<td>141.42</td>
<td>145.06</td>
<td>147.12</td>
<td>151.55</td>
</tr>
</tbody>
</table>

### Salary Differential

- All substitute teachers who hold an active Mass. Teaching License will receive a salary differential equal to 3% of the per diem rate.

### Per Diem Annual Bonus - $1,000.00

- After working at least 120 days by end of June, $1,500.00 after working 150 days or more by end of June.

### Sick Days

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

### Professional Days

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

### Health and Welfare

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

### Health Insurance

- If a substitute works 20 hours per week on a regular basis, he/she may receive health insurance as follows: 75% of the total monthly premiums for the policy selected by the employer including master contracting and member benefits, or 90% of the total premiums for all approved and authorized health maintenance organizations. Sign up for health insurance at Boston City Hall, 617-288-0500 or at open enrollment in April of each year.

### Professional Development

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

### 18 Hours of Professional Development

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

### Application for Teaching Positions

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

### Retired Teachers

- Those who return to subbing shall not be required to take any test.

For more information, call 781-843-5269.

Union Operations

Open membership meetings are held the 2nd Wednesday of each month at 4:00 p.m at the Union headquarters, Bayside Mall in Dorchester.

Each school has Union Building Representatives, elected to serve the staff in the building in dealings with the administration.

The building representatives are the first line of communication between the building staff and the Union office. Many questions can be easily and quickly answered at the building level by asking the building representative.

The Union employs six full-time officers and staff to serve the membership. Office hours are 9:00 a.m. to 5:00 p.m. The office is open all weekdays including school vacations, but is closed on state, local and national holidays, the day after Thanksgiving, Christmas Eve and Good Friday.

The 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.
As part of an initiative to create healthy environments for students and for those who work in schools, the Healthy Schools Task Force was formed. The Boston Public Schools, the Boston Health Commission, MassCOSH, the Boston Urban Asthma Coalition, parent activists and the BTU along with others have been working together on Boston Public School’s Citywide School Environment IPM Committee.

This has all come about as an initiative of the STEPS program. Your school may be a STEPS School. The STEPS IPM Committee meets on a monthly basis. The committee has accomplished quite a lot. For more information about IPM go to the State website: www.mass.gov/agr/ipm. Also worth reading are the Superintendent’s Circulars FMT-11, Integrated Pest Management and FMT-12, Green Cleaners.

The BTU can assist teachers in improving the indoor environment of their schools. Contact me at mmclaughlin@btu.org or call 617-288-2000.
Education Response to the New Teacher Evaluations

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

As a trustee of the State-Boston Retirement Board, I want to extend a welcome to our newest members starting out this year in the BTU office with no hesitation to offer my time and all our members. Please do not hesitate to call or stop by the BTU office with your retirement questions. Additionally, I am available to accompany you when you go to the Retirement Board in Room 816 at City Hall. I will be hosting two retirement seminars during the school year, one in October and one in March. Look for more information in the BTU e-Bulletin.

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

**HIRE DATE**

- Prior to January 1, 1975: 5% deducted
- January 1, 1975 to January 1, 1984: 8% deducted
- July 1, 1996 to January 1, 2000: 9% deducted
- July 1, 1996 to 7/30/01: added 2% deducted for earnings over $30,000

July 1, 2001 and thereafter: 11% deducted

Members should check their pay stubs to make sure the correct amount is being taken. If there's a mistake, it should be reported immediately by contacting the State-Boston Retirement Board in Room 816 at City Hall. Their number is 617-635-4343. Members can also contact me directly for information and help with retirement procedures, policy and law.

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

**Retirement Perkwork can be confusing. So too can be the bureaucracy at the retirement board’s office. It’s advisable to go into the retirement board 3-5 years before you’re planning to retire to get a good faith estimate or counter estimate. Call and make an appointment with one of the customer service reps. This is also a good idea for members who have additional service outside of the school department as this time can be consolidated or added to your creditable years of service.**

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

- the minimum age for retirement is raised from 55 to 60
- the base for calculating a pension is changed from an average of the three consecutive highest years of compensation to the average of a member’s highest consecutive five years of regular compensation
- 1.45 is now the starting point for the age factor at age 60 with an increase in the intervals between the age steps from 10 to 15 (see the new schedule at the bottom, teachers are GROUP 1)
- After 30 years of service:
  - the contribution for teachers is reduced to 10 percent, and for the first 10 years of service, 7 percent
  - The factor used for pension calculations is increased to 1.25 for each additional year of work
  - Pension base for COLA calculation increased from 12% to 13%
- Pre 2004 retirees are no longer eligible for creditable service (4 years max) for pre-1975 maternity leaves, the credit allowed under this provision shall increase the retirement allowance payments after April 1, 2012 and eligibility is determined if the following criteria are met:
  1. is living and retired before September 1, 2000
  2. resigned for the purpose of maternity leave or was on unpaid LOA for such purposes from the governmental unit in which the member was employed as a teacher
  3. has established membership in a Massachusetts contributory retirement system
- post retirement earnings in public employment increased to 15% over the retirement salary after the first year of retirement

**Educator Response to the New Teacher Evaluations (continued from page 12)**

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

Factors not supporting a teacher prior to observer or evaluator:

1) Case load: 400 plus students, kindergarten to grade 5, across all programs (Pre-K is well equipped and supported so that the administration will be given and directives will be clear and just. As I walk away with a score of Needs Improvement, I now wish that I had the administration accountable for the Terms and Conditions of my job.

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**Support by administration:** Last year no Common Planning Time (CPT) was given, and the focus was on the specialists with little or no training and support. My administration held only one 90-minute afterschool PD session in the Fall for specialists and the focus was on the specialists with little or no training and support. My administration told me directly for information and help with retirement procedures, policy and law.

Some items did apply to current retirement system members:

- Pension base for COLA calculation increased from 12% to 13%
- Pre 2004 retirees are no longer eligible for creditable service (4 years max)

I was told that my thoughts would be shared with the administration team and that in the spring they would revisit the possible need to reorganize the specialists for SY 13-14. But in the meantime I was held accountable for 400+ students that I see for such purposes from the governmental unit in which the member was employed as a teacher

Retirement Information

**Table Showing Percentage of the Amount of Average Annual Rate of Regular Compensation to be multiplied by the Number of Years of Creditable Service for individuals who become members on or after April 1, 2012**

<table>
<thead>
<tr>
<th>PERCENT</th>
<th>GROUP 1</th>
<th>GROUP 2</th>
<th>GROUP 3</th>
<th>GROUP 4</th>
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<tbody>
<tr>
<td>2.50</td>
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<td>62 or older</td>
<td>57 or older</td>
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<tr>
<td>2.375</td>
<td>66</td>
<td>61</td>
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<td>2.250</td>
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<td>2.125</td>
<td>64</td>
<td>59</td>
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<td>2.0</td>
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<td>1.875</td>
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<td>1.750</td>
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**Table Showing Percentage of the Amount of Average Annual Rate of Regular Compensation to be multiplied by the Number of Years of Creditable Service for individuals who become members on or after April 1, 2012 and with at least 30 years of creditable service at the time of retirement**

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- Some items did apply to current retirement system members:
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  - Pre 2004 retirees are no longer eligible for creditable service (4 years max) for pre-1975 maternity leaves, the credit allowed under this provision shall increase the retirement allowance payments after April 1, 2012 and eligibility is determined if the following criteria are met:
    1. is living and retired before September 1, 2000
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    3. has established membership in a Massachusetts contributory retirement system
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But my concern with the new evaluation is that it doesn’t reflect the conditions and settings that teachers are working in, particularly for teachers in specialized classrooms, or for highly specialized classrooms, or for classrooms with students with high emotional needs. Nor does the evaluation tell the full account of the lack of accountabilty that some schools have taken with regard to the teaching caseload whether it be an unreasonable amount of students or for classrooms with students with high emotional needs. Nor does the evaluation tell the full account of the lack of accountabilty that some schools have taken with regard to the teaching caseload whether it be an unreasonable amount of students or for classrooms with students with high emotional needs.

“This account was written for my fellow educators as a warning. Empower yourselves and voice your concerns sooner rather than later. Do not accept ‘it’s just the way it is.’ You and your students are vital. Speak up!” — Bridget Galvin now teaches Grade 5 at the Halsey School

The First Meeting of the Year will be Held on Wednesday, September 12th 4:00 pm at BTU Hall
How Long (Days, Hours, PD) is the School Year? ... And how the time is broken down and compensated?

By Richard Stutman, BTU President

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

Traditional Schools

School Year, 18 Hours, Extra Time, etc

The school year is divided up into a few components:
The first two days of the school year are broken down as follows:
Day 1 — Tuesday, September 4th
• First half hour devoted to administrative meeting
• Rest of day dedicated to teacher-directed organizing and preparation of classroom, i.e., the teacher ‘owns’ the time for room & class preparation
Day 2 — Wednesday, September 5th
• First half hour dedicated to BTU Building Rep.-run union meeting
• Rest of day dedicated to administrative PD.

The 180 school days when class is in session

January 2nd – All day Professional Day
• Can be converted to six hours
• Each staff by a majority vote (secret ballot, five days notice, run by the BTU Building Rep.) can convert January 2nd to 6 hours. The vote includes the length of the meetings and the dates of the meetings, 18 hours in all. This vote should have been taken last June, but can be re-voted this September (by the 15th) if more than 25% of the staff is new to the building. The faculty alone has control over the decision to convert this day.

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

1. 18 hours of professional development

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

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

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

Common Questions

What if you are absent on a day when a portion of the 18 hours are scheduled?
• If you are on leave (sick, personal, etc) and you miss a day when there is scheduled a 2-hour-or-less professional development meeting, you do NOT have to make up the time.
• If you are on leave (sick, personal, etc) and you miss a day when there is scheduled a meeting that is longer than 2 hours, you DO have to make up the time. The scheduling of the make-up of the time is a mutual agreed-upon endeavor.
• If you are in school and have to leave during the day of a scheduled PD meeting of any duration, you owe the time.

How long is the length of the school day?

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

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

Anything over either the 24 hours (with the conversion) or the 18 hours (without) as mentioned above is voluntary, no matter how worthy and valuable.

If principals really need to require more hours, they have within their discretion to require and compensate (some or all) staff up to 10 additional hours of professional development.

The compensation for the additional 10 hours is at the real hourly rate you earn.

Pilot Schools & Innovation* Schools

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

Pilot school teachers and paraprofessionals are 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 180 this year (2012-2013) additional non-student days: the Tuesday and Wednesday after Labor Day, and the day after the Winter/December break. These three non-student days, however, are 6-hour days, not 6:30 or 6:40 days. In addition to the ‘180’ plus the 3, there are 18 hours of professional development time and 4 hours of parental contact time. This is a total of 2,120 hours for elementary teachers and 1,240 hours for secondary teachers.

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

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

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

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

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

In 2012-13, all teachers (and other certified personnel in these schools) can be required to work these hours. Permanent teachers cannot be required to do so. Teachers at the Timilty additionally fall under the Project Promise provisions of the BTU contract. All pay at each school is retiree-worthy and is hour for hour at the contractual rate, subject to a new rate being negotiated under the ongoing collective bargaining processes.

Otherwise, these schools all follow the Traditional school schedule (above).

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

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

Turnaround Schools

For the 2012-2013 school year, in addition to any of the above found under the Traditional school schedule, all teachers (nurses, etc.) in the following schools: Blackstone Burke, Dearborn, Dever, E. Greenwood, English HS, Harbor Pilot, Holland, Kennedy, Orchard Gardens Pilot, and the Trotter — will work an additional (compared to traditional schools) 190 hours of overtime, broken down as follows: 100 hours of PD, and 90 hours (30 per school day for 180 hours for instruction). The 190 hours will be compensated at $4,100, will be annualized (paid over 26 paychecks) and will be retirement-worth. Please keep the following in mind: The BTU has no quarrel with the amount of hours, and we agree that the extension of the school day is generally a good idea as long as the time is used well. But we do want to be fairly compensated. The $4,100 does not meet the standard of fair compensation. What’s more, the amount for better or worse, was imposed by a state-sanctioned process mandated under the so-called Educational Reform Law—it was not negotiated.

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

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

BTU Joins Forces with ACS to End Breast Cancer at Kick-Off Breakfast

*Left Photo* A large contingent of Boston Teachers Union members were in attendance at the “Kick-off” breakfast for the “Making Strides to End Breast Cancer” Walk at the Boston Park Plaza Hotel recently. This year’s walk will take place on Sunday, October 14, 2012.

*Right Photo* Brenda Chaney, Gayle Morrow and the Perry Shorks (Christa Roze, Carolena Flores, Richard Squillante and Catherine Flores) participate in the “Making Strides” Kick-off Breakfast.