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Boston Union Teacher



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Turnaround, Timing and Training

By Patrick Connolly, BTU Executive Vice-President

In January 2010, the Department of Elementary and Secondary Education identified twelve (12) underperforming schools in Boston. The Boston Public Schools then began to develop a Turnaround Plan for each school. Seven schools were selected for an expedited process and changes were to be implemented for the opening of school in September 2010.

In these seven schools all faculty and staff had to reapply for their positions. No more than 50% of the staff could remain at these schools. The BTU requested that individuals not asked to return be given a reason by the responsible administrator. The BPS would not agree to this. The basis for each decision remains an unanswered question today.



Patrick Connolly
BTU Executive
Vice President

The Massachusetts Legislature passed *An Act Relative to the Achievement Gap* which allowed the School Committee to change the collective bargaining agreement as it applies to BTU members at "underperforming" schools. The BPS proposed many changes to the contract and only the BPS changes could be considered by the Joint Resolution Committee. If this committee could not resolve an issue it could be decided by the Commissioner of Education.

In resolving issues of compensation, length of student day, number of summer hours, and staffing issues the Joint Resolution Committee did not always reach a unanimous decision and that was reflected in the resolution document.

Additional professional development up to 100 hours may be required at these schools. Teachers may be excessed from these schools at the discretion of the principal/headmaster, but teachers also may excess themselves from these schools. Attachment rights to the school or to a particular grade in an elementary school no longer are in effect. Do not be surprised if these changes or others are proposed in this round of negotiations for a successor Collective Bargaining Agreement.

The other five (5) "underperforming" schools did not undergo the expedited process, but are subject to many if not all of these changes. In July, the BPS proposed to have teachers and staff reapply for their positions. A tentative third excess pool was contemplated.

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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 September edition of the *Boston Union Teacher*. We negotiated this block of time seven 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.

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

The negotiating package we have submitted to the school department can be found at http://www.btu.org/PDF_10.11/Collective%20B%20Package%20FINAL%20DOC_as%20of%20June%2028_2010.pdf. Simply and with equal determination to accomplish all, the key issues for the BTU are closing the achievement gap, improving school climate and our working conditions, enhancing our professionalism, maintaining our benefits, and obtaining a fair salary increase

for our members.

As the school year begins, we wish **Dr. Carol Johnson** well as she begins her fourth year as superintendent. She faces a daunting task, not unlike one that faces all other urban superintendents: how to manage a large school system with diverse needs and limited resources. We look forward to working with her, as equal partners, as we tackle the system's problems together. While there will be some predictable friction between the BTU and School Department this season as we negotiate some tough issues, both parties will maintain a cordial working relationship as we seek to improve our schools.

The newly-enacted educational reform legislation coming on the heels of Race to the Top (RTTT) has changed the educational landscape. The legislation, passed by the state earlier this year, has few redeeming features. On the one hand, it *does* focus attention, in particular, on the need to improve some of our under-resourced schools. That's a good thing. But the way law goes about it – test and punish – is hardly a recipe for success. And while the law through the federal RTTT provides a short-term infusion of limited funds for so-called under performing schools, it also doubles the number of state-run charter schools, which exist by grabbing funds that formerly went to our public schools. Currently state-run charter schools drain \$49 million from our schools' budget. That figure is expected to rise to \$64 million for 2010-2011, and to exceed \$110 million by 2013-2014. So what the law gives on the one hand, it takes away on the other. More than that, the law eliminates vital collective bargaining protections in 12 schools this year (and perhaps another 12 next year).

The BTU's job is to keep you in-



Richard Stutman
BTU President

formed and protect your interests while we work to improve our schools. It is a job we will do well and a job we continually try to improve. The 'we' are 'you.' We are a democratic organization, and we pride ourselves on having an open decision-making process. We meet once per month, on the second Wednesday at Bayside Mall (see

www.btu.org). We hope to see you at an upcoming meeting. We also send out weekly email bulletins. To sign up for our list serve, if you haven't already, please log onto <http://visitor.constantcontact.com/manage/optin/ea?v=0016DNjNiidDhTZb8YgGfT3g%3D%3DD%3D>. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential.

Our seven full-time staff maintain office hours every day, and our office is open from 8 am-5 pm every day.

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

- A BTU night out for all new members, teacher, paraprofessional, and substitute alike, on an evening TBA. Last year's event was terrific,

(continued on page 3)

What is the Boston Teachers Union?...

Who, What, When, Where...

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

What are the BTU's primary responsibilities?

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

The BTU is affiliated with:

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

How to get in contact with the BTU:

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

How to join the BTU's 8,300-member list serve:

- Go to <http://visitor.constantcontact.com/manage/optin/ea?v=0016DNjNiidDhTZb8YgGfT3g%3D%3D>
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.

What is the leadership structure of the BTU?

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

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

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

BTU Executive Board

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Isilda R. Colonette
Angela J. Cristiani
Allison Doherty-LaCasse
Mary F. Glynn
Cheryl L. Kelly
Michael J. Maguire
James "Timo" Philip
Mary Ann Urban
Eileen Weir
Alice Yong

The BTU Officers and Staff

Richard Stutman, President
rstutman@btu.org
Pat Connolly, Vice-President
pconnolly@btu.org
Charles R. Johnson, Secretary-Treasurer
crjohnson@btu.org
Caren Carew, Secondary Field Rep.
ccarew@btu.org
Michael McLaughlin, Elementary Field Rep.
mmclaughlin@btu.org
Jenna Fitzgerald, Paraprofessional-Substitute Teacher Field Rep.
jfitzger@btu.org
Patricia Armstrong, Political Organizer
parmstrong@btu.org
Brenda Cheney, Parent and Community Liaison
bchaney863@aol.com
Michael J. Maguire, Co-Editor, *Boston Union Teacher*
mmaguire@btu.org
Garret Virchick, Co-Editor, *Boston Union Teacher*
garretvirchick@verizon.net

—Richard Stutman,
BTU President

Boston Union Teacher

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President

RICHARD F. STUTMAN

Vice President

PATRICK CONNOLLY

Secretary-Treasurer

CHARLES R. JOHNSON

Co-Editors

MICHAEL J. MAGUIRE

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Editorial Board

Caren Carew

Angela Cristiani

Jenna Fitzgerald

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EDITORIAL NOTE:

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

WHEN WRITING:

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

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

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

DEADLINE:

The deadline for submitting articles for the next issue of the *Boston Union Teacher* is **September 16th**.

All copy should be e-mailed to garretvirchick@verizon.net and mmaguire@btu.org

This deadline will be strictly adhered to.

Union Begins With You!

As we begin the new school year and fill our calendars with a variety of tasks from continuing educational classes to our own children's after school activities, I ask that you keep open the second Wednesday of each month. That second Wednesday may be more important to you and your family than any other meeting or activity. The second Wednesday of the month is the membership meeting of the Boston Teachers Union. The meetings start at 4:00 p.m. and are held at the BTU Hall, 180 Mt. Vernon Street, Dorchester, MA 02125.

Any member of the union may attend. All members of the union ought to attend. The meetings are not just for building representatives. The meetings are for all of us who enjoy working with the youth of Boston, for all of us who are leery of so-called reforms, and for all of us who are weary after years of budget cuts. In short, the union meetings are for all of us who value public education.

In the early days of 2010, the legislature passed and the governor signed into law an Act Relative to the Achievement Gap, nicknamed Ed. Reform. It was the biggest change to our jobs since 1993 and in some respects since the advent of collective bargaining. This year's reform has needlessly and recklessly uprooted the lives and professions of scores of professionals in the twelve turn-around schools. This year's re-

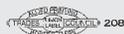
form will drain millions of dollars from the BPS in the form of charter schools. This year's reform was the result of politics and money. This year's reform is by no means the last legislative action that will touch our lives.

For all of the above reasons, it is imperative that all of you reading this newspaper attend the membership meetings. These meetings are the time and place for you to bring forward your concerns and for you to learn what the union is doing on your behalf. It is your meeting; it is your union.

Aside from your own personal edification, it is important for you to attend the monthly membership meetings to show solidarity in the face of steep opposition to both your contract specifically and to public education in general. If you have ever in exasperation uttered the words, "They can't do that!" then you need to attend the union meetings. If you've every thought that things can be better, then you need to attend the union meetings. If you have been the unfortunate recipient of "reform," you need to come to the union meetings in order to fight back. If you consider yourself lucky not to have been excessed, laid off, or forced to re-apply for your current job, you need to realize that your luck is the product of years of hard work from those unionists who have come before you and that your luck

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180 Mount Vernon Street ❖ Boston, MA 02125
617-288-2000 ❖ 617-288-2463 ❖ Fax 617-288-0024 ❖ www.btu.org

A Welcome Back Message from the BTU President...

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and many came to meet their new colleagues. We hope to see many more this year. This is our membership's way of sending out a hearty 'welcome' to all new members. New members will receive an invitation.

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

- A series of social parties and charitable events open to all BTU members and a holiday party for our children and grandchildren. These are a lot of fun and are very well attended, with (free) food, music, and a (cash) bar. The first event of the year, a Welcome Back party, which will benefit the American Cancer Society, is on Friday, September 24, at the BTU. We also host a holiday party for adults in mid-December and a children's holiday party (with games and a storyteller) sometime during the December vacation, a Rosie's Place/Pine Street Inn fundraiser in late winter, and the increasingly popular BTU-Celtics night in mid-winter (TBA). We, at the BTU, look forward to meeting you, working with you, and socializing with you during the course of this school year.

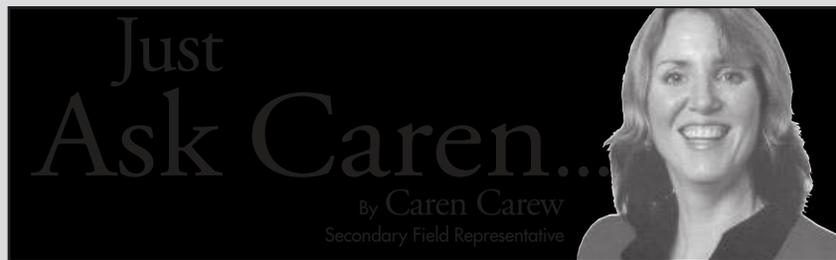
A couple of bookkeeping items:

- If you are a new member, please fill out a membership application card, which you can obtain from your building rep. A membership application card will also be mailed to all new members. Please complete it and give it to your building rep., who will return it to us. To disseminate information quickly, we rely heavily on our email list-serve, which currently has 8,500 members signed up. The list is used exclusively for our weekly e-bulletin, and your address will be kept private and confidential. Sign-up instructions are above.

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

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

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



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

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

How do BTU members who have a major conflict between them receive mediation?

The BTU has a BTU to BTU mediation program where trained BTU mediators have been selected to implement a mediation program with the goal of reaching a mutually agreed upon resolution to said conflict or issue. Mediation in this setting is a voluntary, confidential process which allows the two BTU members to explore options for resolution of an issue by reaching a mutually agreed upon solution to their issues. Anything said in mediation must be kept confidential and cannot be used in litigation, regardless of the outcome of the mediation. Essentially, "what happens in Vegas stays in Vegas".

The purpose of this type of mediation is to clarify and explore creative resolutions in a non-judgmental setting. Mediation is not a hearing; rather, the mediator's goal is to help the participants focus and mutually develop prompt, effective resolutions to issues which meet their needs. If an agreement is met in this process, it is binding which means it will not proceed any further. Mediation is an agreement reaching process in which the mediator assists parties to reach a mutual agreement in a collaborative, consensual informed manner. Any party may terminate the process at any time prior to signing off on a final resolution. In the event the BTU members come to a satisfactory resolution, that agreement once signed will be binding. No info disclosed during the course of the mediation may be disclosed to any BPS administrator without the consent of the party who initially disclosed the info. If there is an agreement, both BTU members will sign a written resolution of the issue.

Sometimes BTU members seek out an administrator to work out issues between other BTU members and the unintended consequences of doing so may be that the administrator takes disciplinary action against one or both BTU members or the perceived inability of the BTU members to work collaboratively with peers is reflected negatively in their formal evaluations. If you are a BTU member who has a significant issue with another BTU member and the both of you are voluntarily willing to participate in this process, email ccarew@btu.org to do so. Mediation sessions are held after school hours at the BTU. Let's work together to solve our own problems professionally.

Who determines when Parent Open-Houses are held?

The BTU contract states, "teachers will be available to attend two evening parent-teacher meetings during the school year. Such meetings shall be planned by the building administrator in cooperation with the faculty senate and the parent council with one month's advance notice. Such meetings shall not be scheduled to exceed two hours each. Adequate security will be provided by the School Department." Each school is strongly encouraged to have an active faculty senate. However, if that is not the case, the faculty still must have a months advance notice of the meetings. No teacher can be compelled to attend longer than two hours, twice a year.

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

City of Boston Employees join health plans by contacting the **Health Benefits and Insurance Division (Group Insurance) located on the 8th floor of Boston City Hall, telephone 617-635-4570**. New hires have 60 calendar days from the time they are hired in order to sign up for health insurance. Provisional or permanent teachers, who were laid off and then recalled/rehired, must contact Group Insurance within 60 days of being rehired from lay off in order to reenroll. Some people assume that because they have their job back, the insurance is automatically reinstated – this is not the case. *These deadlines are hard and fast.* **Open enrollment** is the window of time when you can change your type of health insurance plan, or sign up for the first time if you've missed another deadline. This period is held annually for five weeks in April and the first week of May. Those wanting to partake in open re-enrollment must contact Group Health Insurance at City Hall. If a teacher takes a **leave of absence** and decides to let their insurance lapse during their leave, they must sign up to reinstate their health insurance during the spring open-enrollment period prior to their return in the fall. They will have to pay premiums out of pocket beginning on July 1 - September 1 after which time; deductions will be taken from their paychecks. Their insurance will take effect July 1 as a result. During the year if a teacher gets **married/divorced, has a baby**, or the spouse who carried the health insurance for the BPS teacher loses their job, then the BPS teacher has 30 calendar days to notify and submit proof to Group Insurance of this event in order to qualify for the change to be made in their health insurance coverage.

Can I be required to teach out of my primary program area?

No. The contract clearly states, "No teacher shall be required to teach out of certificate and no teacher will teach out of certificate if it prevents others from being appointed from the rated list. A teacher may consent to teach outside of his or her primary program area to avoid being voluntarily excessed, provided the teacher is state certified and the assignment does not cause the layoff or prevent the recall of another teacher."

If you have further concerns please contact me – ccarew@btu.org.

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



Phone Numbers

| | |
|-------------------------|--------------|
| Office | 617-288-2000 |
| Health & Welfare | 617-288-0500 |
| AFT Massachusetts ... | 617-423-3342 |
| Function Office | 617-288-3322 |
| Lounge Office | 617-288-3322 |
| Vision Center | 617-288-5540 |
| Tremont Credit Union .. | 781-843-5626 |



How Long 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, 21 Hours, Extra Time, etc.

Few topics result in as many questions to the BTU office. Following is an explanation of the length of the school year.

Typically there are two non-student days before school opens. That's what the contract calls for. For this year and this year only, there is only *one* non-student school day in September. This year, as a result of the loss of the one non-student day in September there is a deficit of six hours. Those six hours are made up thusly: the 18 hours of PD becomes 21, and the teacher can use an additional three hours, self-directed, for classroom organization. **This year's change brings no net change in the length of the school year. One day has been lost and, in exchange, the six hours 'lost' have been added back as hours.**

The school year is divided up into a few components:

1. The first day of the school year is broken down as follows:

- Day 1 – September 7 (Tuesday)
 - First three hours devoted to administrative PD; 2nd three-hour block goes to teachers (paras, nurses, etc.) for room set-up and organization, except that first :30 of the 2nd block goes to BTU Building Rep. for BTU orientation. During that :30 the Building Rep. will give a brief introduction, using our opening day newspaper, as to what the BTU does, how to access your benefits, and so on. The remaining 2-1/2 hours in the three-hour block are set aside by BTU contract to give you time to set up your classroom. You also get 'credit' towards your work year for an additional three hours spent on your own time, from 8/6/10 through 9/10/10. In other words, any time you spend preparing your classroom on non-school time during that time period will count towards the three hours required.

2. The 180 schools days when class is in session

3. January 3rd – All Day Professional Day

Can be converted to six hours

Each staff by a majority vote* (secret ballot, five days notice, run by the BTU Building Rep.) can convert January 3rd to six hours. The vote includes the length of the meetings and the dates of the meetings, six 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. are run the same way: secret ballot with five days' notice to staff eligible to vote; the election to be run by the Building Rep. without the principal present.)

4. 21 hours of professional development

The 21 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, 21 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 21-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 21 hrs. (without the conversion) or the 27 hours (with the conversion). The principal/headmaster has no say on the conversion of the January 3 day, but has to agree on the scheduling of the 21 hours.

For all of the above (21 hours, January 3rd, and September 7th, the professional development content belongs exclusively to the administrator and **participants get PDP-certificates for their attendance for all of the PD time required.**

Common Questions

What if you are absent on a day when a portion of the 21 hours are scheduled?

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

How long is the length of the school day?

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

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

Anything over either the 27 hours (with the conversion) or the 21 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 is at the *real* hourly rate you earn.

Pilot Schools

Pilot schools create their own schedules subject to the below:

Pilot school teachers and paraprofessionals can be forced to work additional time, either in hours or days. But there is compensation for some of those additional hours. For a full explanation, see our web page at http://www.btu.org/PDF_07.08/Pilot%20Schools%20QA.pdf. 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 three (two this year, 2010-2011) additional non-student days: the Tuesday and the Wednesday after Labor Day, and the day after the Winter/December break. These three non-student days,

however, are 6-hour days, not 6:30 or 6:40-days. In addition to the '180' plus the 'three', there are 18 hours of professional development time and four hours of parental contact time. This is a total of 1,210 hours for elementary teachers and 1,240 hours for secondary teachers. There are **no** other days or hours required, whether during the school year, in the summer, or whenever. All time required above and beyond what is defined in this paragraph is considered **additional** time and would contribute to the limits, which, if exceeded, require compensation. If you have any questions on this calculation, please call the BTU office.

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

The compensation for time above and beyond the hours detailed above will be at the contractual hourly rate (\$41.03 as of 9/1/10) and will be retirement-worthy. (Currently we are negotiating an increase in the contractual hourly rate.

Extended Learning Schools – Umana, Edwards, Timilty

In 2010-11, all teachers (and other covered employees) in these schools can be **asked** to work up to three hours per day at the contractual hourly rate for an extended day. Provisional teachers, as a condition of their employment, can be required to work these hours. Permanent teachers cannot be required to do so. Teachers at the Timilty additionally fall under the Project Promise provisions of the BTU contract. All pay at each school is retirement worthy and is hour for hour at the contractual at \$41.03, subject to a new rate's being negotiated under the ongoing collective bargaining processes. Otherwise, these schools all follow the Traditional school schedule (above).

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

Turnaround & Transformational Schools

For the 2010-2011 school year, in addition to any of the above found under the Traditional School schedule, all teachers (nurses, etc.) in the following schools – **Agassiz, Blackstone, Burke, Dearborn, Dever, E. Greenwood, English HS Commonwealth Pilot, Harbor Pilot, Holland, Kennedy, Orchard Gardens Pilot, and the Trotter** – will work an additional (compared to traditional schools) 190 hours of overtime, broken down as follows: 100 hours of PD, and 90 hours (:30 per school day for 180 hours for instruction). The 190 hours will be compensated at \$4,100, will be annualized (paid over 26 paychecks) and will be retirement worthy. A few points about the \$4,100 compensation: it's short money, and the BTU will be challenging it. Please keep the following in mind: The BTU has no quarrel with the amount of hours, and we agree that the extension of the school day is generally a good idea. But we do want to be fairly compensated. The \$4,100 does not meet the standard of fair compensation.

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

Any questions on any of the above, please call the BTU office.

Shared Decision Making – *Be Part of the Solution!*

By Caren Carew, Secondary Field Representative

Let's continue to be out front in the area of school reform initiatives at each one of our schools through shared decision making as a part of our School Site Councils. We are compelled to become an increased part of the solution or be labeled as part of the problem. Many initiatives that a school community wishes to implement in order to effect change at their school can be modified or 'waived' through our collective bargaining agreement. Much of what people seek to accomplish when proposing to become pilot or charter schools can largely be achieved through the SSC waiver process. Let's become more a part of the active solution of these concerns now facing us rather than allowing by tacit agreement educational reforms be done *to us* not *with us*. We are at a critical juncture in public education where history will individually and collectively measure us by our willingness to get out in front of the curve or to retreat to the shadows and be left by the wayside.

Shared Decision Making utilizing the School Site Council model can work – *better* in the BPS through increased BTU members active involvement. The time is *now* for all of us to *believe, to stand up, be counted, and to become involved*. Becoming an active member of the community is hard. It is harder still to not act and to suffer the consequences of our voices, expertise, and concerns not being

heard and included in the mix. *We* are the ones at the school who do *focus on children* – let's make sure the decisions made through the School Site Council (SSC) do just that through *our* active involvement.

Everything is connected. In each school, first there is an election to choose Building Representatives run each year by September 15th. Once BTU Building Reps are in place, they run elections prior to October 15th for BTU members to serve on the School Site Council – Shared Decision Making Team. The BTU Building Representatives also run an election to select Faculty Senate members. The faculty elects representatives to these positions and the elected representatives, be they to the BTU, SSC, or Faculty Senate need to be supported by the faculty that elected them as they in turn, support their colleagues. We are all connected.

School Site Council members are elected to bring forth and vote representing their constituency, not only themselves. In order to be able to do this effectively, often they can gain knowledge of the overall staff's perspective through Faculty Senate meetings, as well as cluster/academy/unit/pod or SLC meetings. Anyone from the school community is encouraged to attend SSC meetings. Only those who are elected SSC members may cast a vote, but up until the vote, all parties are encouraged to participate fully.

Monthly SSC meetings *must* be held and are subject to the Massachusetts Open Meeting Law requiring all meet-

ings be posted and open to the entire school community – not held behind closed doors. Shared decision making requires give and take. Decisions should be reached by consensus whenever possible. A quorum must be present at the SSC meeting in order to take a vote or make a decision. A quorum includes the principal, 2 teachers and 2 parents for a SSC of 9 – 12 members. For a SSC with 13 or more members, a quorum includes the principal, 3 parents and 3 teachers. If a quorum is not present, no decisions may be made.

Minutes of the meetings must be made available within five school days following said meetings. If this does not occur, there is not adequate communication within the school community of what is occurring in the decision making body of the school which often results in a feeling of disenfranchisement. Any SSC member can put items on the agenda of a meeting as long as they fall under the authority of the SSC. SSC meetings are to be co-chaired by the principal and one other member elected by the SSC.

(continued on page 6)



Caren Carew
Secondary Field Rep.

An Inclusion Primer

by Michael W. McLaughlin, Elementary Field Representative

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

Teacher Input

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

SPED Placement

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

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

Appeal of SPED Placement

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

Common Planning Time

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

Class Size and Staffing

Teachers, in consultation with the Principal will decide how best to configure their inclusion classrooms. However in no instance shall an inclusion classroom exceed the



Michael W. McLaughlin
Elementary Field Rep.

ratio of **20 students to one teacher**. The 20:1 ratio assumes a **maximum of 6 SPED students**. Teachers in consultation with the Principal may exceed this maximum if they determine it is in the best interest of the students to do so. The staffing of inclusion programs at all schools shall be in a ratio of one SPED to one regular education teacher where a full complement of 502.4 students are part of the student body (O'Hearn School model is not subject to this section).

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

consistent with Article III C(4)d under SBM.

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

Paraprofessionals and Other Support

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

Training

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

When appropriate, paraprofessionals shall attend professional development training designed to support the inclusion process.

Important Staffing Issues to Remember

No teacher shall be excessed or laid off as a result of a school-site inclusion plan. Teachers who choose not to teach in an inclusion classroom may exercise their voluntary contractual right to excess themselves or to transfer.

Positions to be filled in inclusion classrooms shall be offered first to teachers and para-professionals in the affected classrooms, then to others within the school according to the terms of the contract. Positions which are not filled by existing school staff shall be posted on the spring transfer list and, if necessary, on the excess pool vacancy list, and on subsequent postings.

Faculty Senates: A Union Membership Responsibility

By Michael W. McLaughlin,
Elementary Field Representative

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

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

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

cidess; remember it's a union member's responsibility. Become an active member of the faculty senate.

Faculty Senates

Faculty Senates may be formed in each school building and shall meet once every month after the close of the normal school day with the Principal or Headmaster concerned. Faculty Senates will be recognized

by the administration of that school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

Faculty Senates representing Music Teachers, Guidance Counselors, Nurses, School Psychologists, Evaluation Team Leaders, Kindergarten teachers, Bilingual teachers, and Pupil Adjustment Counselors shall meet once every month after the

close of the normal school day with the director or administrator concerned.

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

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

– FACULTY SENATE GUIDELINES –

Purpose

The Faculty Senate shall:

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

Membership

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

Eligibility for Voting

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

Elections

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

eligible person in the building.

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

Meetings

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

Communications

The Faculty Senate should;

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

By-Laws

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

Shared Decision Making – Be Part of the Solution...

(continued from page 5)

This is to ensure that one person and their agenda do not dominate the meetings. The concept is *shared decision making* – not having one person make the decisions and then share them with the rest of the committee!

This structure is a potentially powerful tool enabling the SSC to effectively 'waive' certain components of the BTU Contract. The Union has provided a means for individual schools to have more autonomy as it relates to our contract – if the procedure is followed properly. The BTU is part of the solution to school improvement efforts. Our Contract reads in part, "The purpose of shared decision making is to create a climate in the schools where the faculty, parents, administrators, ... working together share the responsibility and accountability for school improvement, better student performance, increased satisfaction among professional educators, greater involvement by and with parents, and stronger support from the community."

This school year there will be SSC training for members of teams and individuals elected to their school's SSC to

assist in empowering them to be better able to have input and approve the school's budget, select teachers transferring into their school via their SSC personnel subcommittee, develop & approve bylaws, learn how to reach consensus as a council, and the like. These trainings are developed jointly between the BTU and the BPS Office of Family & Student Engagement. A comprehensive manual for SSC members is also available through these trainings. Please look for announcements of these upcoming trainings in BTU E-Bulletins.

There is a joint Union/Management Steering Committee co-chaired by the BTU President and the BPS Superintendent to monitor SSC concerns such as ... "to deal with Councils that do not operate in compliance with the terms of the collective bargaining agreement or where Councils are frequently unable to reach decisions by consensus, or where the principal repeatedly exercises a veto over the votes of a majority of council members." The contract explains that any SSC member may file a complaint with the Steering

Committee concerning the operation of their SSC and that such complaints ... "should involve serious breaches of the established guidelines for the implementation of SBM/SDM [School Based Management/Shared Decision Making] and that there has been a good faith effort at the school level to resolve these problems prior to filing the complaint."

It's time to step up and be a part of the solution! Each member of the school community is part of the team that either decides to be a part of the process or stay on the bench. All of us are accountable for our collective and individual participation, large and small, in the governance and decisions made in our schools affecting our classrooms, our kids, and ourselves. We deserve to be heard and respected. The first step is to believe our voice can make a difference. I believe it does. The ball is now in your court. Are you going to use it or lose it? We are all depending upon each other. We are all connected. Let's support one another and our kids. We can make it better. Believe in BTUnity!

Peer Assistance Program

By Michael W. McLaughlin,
BTU Elementary Field Representative

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

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

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

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

Now in its second year of existence, the program has received favorable review. Presently the program is going through its own review and self-assessment. The Peer Assistance Committee hopes to release its second annual report in the fall of '09.

If you have questions about the Peer Assistance Program or would like to voluntarily enter the program please email me at mmclaughlin@btu.org.

Deadline Approaching for National Board Applications

Now that the new school year has begun, many Boston teachers and counselors are considering candidacy for National Board Certification, the nation's only advanced teacher certification. Interested candidates must submit their applications to the National Board for Professional Teaching Standards by December 31, 2010. To qualify for candidacy, educators must hold a bachelor's degree, possess a valid state teaching license and have completed three full years of teaching or counseling experience.

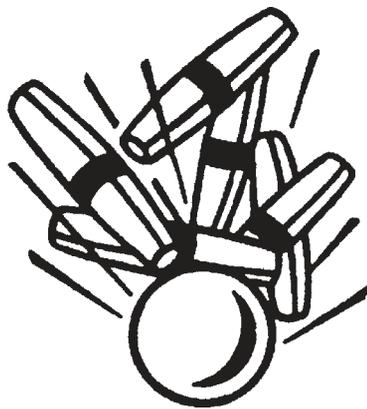
National Board Certification can offer license portability and can contribute to Continuing Education Units for educators across the state. In many areas, National Board Certification can also provide higher salary potential. Full or partial financial support is available for most candidates to help pay the costs. The BTU contract states that all teachers who successfully complete the certification process for NBPTS shall be reimbursed for the costs of the application fees. Those who apply for reimbursement shall agree to remain in the BPS for two years. In addition teachers with board certification receive an extra 4% added to their salary.

"The National Board Certification process was both the most demanding and rewarding experience of my teaching career," said National Board Certified Teacher Jolynn Tarwater. "The thoughtful scrutiny I applied to my practice ensured that my students were getting the best product I could deliver. I continue to be a reflecting practitioner and I become a better teacher with every year that passes."

For more information, or to find a mentor that can walk you through the candidacy process, visit www.nbpts.org or call 1-800-22TEACH.

Looking for Candlepin Bowlers! Bowling and Pizza

Want to have some fun and a little exercise? The School Employees Bowling League starts on Monday, September 13, 2010 at Boston Bowl on Morrissey Blvd. in Dorchester at 3:45 PM. There are cash prizes and a bowling banquet in May. Please plan to join us! All levels of bowlers are welcome. **Arrangements have been made for our league members and their adult friends and family to attend a free bowling party. Included in this free fun-filled party are bowling, use of rental shoes and pizza.**



Contact Sandy at scarle12@aol.com or Judy at 781-961-5450.

School Environment

By Michael W. McLaughlin,
Elementary Field Representative

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

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

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

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

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

Special Education Faculty Senate

By Angela J. Cristiani,
Psychological Services

The BTU Special Education Faculty Senate proactively supports all teachers, paraprofessionals, nurses, and related service providers. As defined by the BTU Contract, Faculty Senates meet monthly and are recognized "as having an advisory voice in the formation of educational policy." This is the case for the Special Education Faculty Senate.

As is the case with other Faculty Senates, the Special Education Faculty Senate meets monthly. All BTU members (Special Education Teachers, Regular Education

Teachers, Related Service Providers, Paraprofessionals, Nurses, etc.) are welcome to attend monthly meetings and become members. At the first meeting of the year, the chairperson and secretary will be elected.

The Special Education Faculty Senate is the long standing, recognized voice for Special Education; Special Education Teachers, and Related Service Providers. Meetings have a problem-solving focus and provide practical support to BTU members. Advocacy reinforces best practices in education and instruction. Quality service delivered to students is always at the fore-

front.

Among the many concerns raised and discussed with members of the Superintendent's office and Special Education and Student Services administrative staff over the course of time include compliance, service delivery, the number of IEP driven assessments, staffing, the integrity of the IEP meeting, 504 plans, alternative assessments, differentiated instruction, RTI, ABA referrals, and the impact of manifesting behaviors within the general education setting.

Members of the Special Education Faculty Senate focus on the quality of education with practical support for all teachers, paraprofessionals, and related service providers.

The SPED Faculty Senate is the voice for the children we service.

The meeting schedule for the 2010-2011 school year is as follows: October 21, November 18, December 16, January 20, February 17, March 10, April 14, and May 19. Meetings are held at the BTU. Ample parking is available. Meetings begin at 3:45 PM and all BTU members are welcome.



Angela Cristiani

We have come a long way in 45 years. Below you'll see a long list of benefits accrued over the course of our collective bargaining history. We have done well. Years of accumulated collective bargaining gains have given us a benefit package we can be proud of. But these gains did not come overnight. They did not come without a lot of hard work – hard work done by our membership over years of bargaining.

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: four strikes, dozens of rallies, hours of picketing, and many demonstrations. All worth it. Here's how we have improved our working conditions and benefit package:

45 Years of Contractual Gains

| | | | |
|--------|---|------|--|
| 1965 | Teachers Elect BTU as Exclusive Bargaining Agent | 2003 | Fourth personal day added Speech and Language, OT, PT, now get individual caseload maxima for the first time System wide ratio of nurses decreased from 750/1 to 700/1 Paid adoption leave now up to 40 days per school year Those with a JD Degree advance one additional salary lane from where they were Swimming instructors get full salary lane credit for academic credentials Those certified under National Board for Professional Teaching Standards get a 4% differential Career Awards* Increased Year After reaching Maximum* From \$500 to \$900 After 14 years From \$1,000 to \$1,600 After 19 years From \$1,500 to \$2,000 After 24 years From \$1,500 to \$2,200 After 29 years From \$2,000 to \$3,200 After 34 years From \$2,000 to \$3,700 After 39 years From \$2,500 to \$4,200 After 44 years From \$2,500 to \$4,700 * Or after nine years of service |
| 1966 | Pilot Program for Duty-Free Lunch Grievance Procedure Established | 2004 | Tuition Reimbursement – as of September 2004, permanent teachers not yet getting their first career award are eligible for reimbursement of up to \$500 in April 2005 for tuition expenses. Details will be forthcoming shortly. In the meantime, save receipts for tuition expenses incurred post-September 1, 2004. Individual Benchmark testing – All K2-3 will be provided with the equivalent of two days of substitute coverage to do benchmark testing. One day's equivalency will be given in September, the other in June. |
| 1967 | One Personal Day Granted Duty-Free Lunch Extended to 30 Elementary Schools | 2005 | Career awards increase by another \$350. Performing Arts Teachers get a stipend of \$1,600 per year for rehearsals and practices leading to productions and/or festivals. |
| 1968 | Duty-Free Lunch Extended to 72 Elementary Schools Health and Welfare Fund Established at \$50 per member | 2006 | Pilot School negotiations concluded. Teachers and paraprofessionals who work above and beyond the school day and year will now be compensated for all hours above and beyond 105 per year in 2006-07, 100 per year in 2007-08, and 95 per year in 2008-09. New Collective Bargaining Agreement calls for a 2% raise on the base in year 1, a 3% plus another \$600 on the base in year 2, a 3% and another 1% in year 3, and a 3% and another 1% in year 4. The salary roll-out amounts to an average 14.8% for all members over the life of the contract. All teachers, to, received a one-time bonus of \$500 in May 2007. Beginning in September 2006, there will be established a Career Continuum for BTU members. Initial funding is pegged at \$250,000 per year and will increase over each of the next two years, to \$325,000, then \$400,000. In-service credits increased from 20 to 30; these credits can be used interchangeably with graduate credit for salary lane advancement. Full-time NTD positions created to mentor new teachers at BTU plus 5%; part-time NTDs also created to do part-time mentoring. |
| 1970 | Duty-Free Lunch Extended to ALL Elementary Schools Health and Welfare Fund Established at \$100 per member Severance Pay Established Career Awards Established | 2007 | Four full-time peer assistants to be hired to work with up to 12 teachers (et al) who, on a voluntary basis, request assistance. Health and Welfare contribution for teachers (et al) increases an additional \$150 plus a COLA, amounting to a 28% increase over the time period of this contract. Superintendent's Schools established. Staff in schools do designated will work an additional hour and receive a salary increase of 15.4%. Regular education class size in Superintendent's Schools will decrease by 2 across all grade levels. Itinerant staff who obtain licensure in their respective national approvals will be reimbursed for their application and testing fees, up to a total of \$15,000. also, itinerant staff will also be allowed to share in a yearly fund of \$15,000 to provide their respective department's Professional Development opportunities of their own choosing. Misc.: Official school department tests will now be printed, collated, and stapled in a timely manner by someone other than the teacher and then distributed with sufficient copies for all. Teachers in multi-handicapped classrooms will receive notice of a new process for requesting and for the delivery of essential supplies and equipment in their classrooms, School Site Councils will now be allocated \$500,000 per year for training. |
| 1971 | Provisional Placed on Group I Salary Schedule Personal Days Increased to Two | 2010 | Negotiations commence for a successor contract. |
| 1972 | BA+15, MA+15, MA+45 Lanes Established | | |
| 1974 | Binding Arbitration Established | | |
| 1975 | Child Care Leave Established Nurses Move to Teacher Salary Lane Obtain Health and Welfare Coverage Get Improved Sick Leave Grievance Timelines Reduced | | |
| 1976 | BTU Health and Welfare Fund Establishes Dental Plan | | |
| 1977 | BTU Health and Welfare Fund Establishes Eye Care Plan | | |
| 1981 | BTU Health and Welfare Fund Establishes Legal Plan | | |
| 1983 | Class Size (K-3) Reduced from 33 to 28 | | |
| 1986 | Class Size (K) Reduced from 28 to 25 Grades 4-5 from 33 to 28 Grades 6-8 from 33 to 30; Grades 9-12 from 36 to 33 Third personal day added | | |
| 1986-8 | Beginning 3 Salary Steps Dropped; new teachers enter at higher steps. | | |
| 1987 | 14th Year Career Award Established Elementary teachers obtain two weekly P&D's | | |
| 1988 | 14th Year Career Award Increased Elementary teachers obtain 3 weekly P&D's Mentor Teacher Program established | | |
| 1991 | Elementary teachers obtain 4 P&D's | | |
| 1992 | Job-Sharing Program Negotiated, w/full benefits for job-sharers | | |
| 1994 | Lead Teacher Program established | | |
| 1995 | Elementary teachers obtain 5 P&D's , one of which is administratively directed, every other week; now every week | | |
| 1997 | 14th Year Career Award Increased | | |
| 1999 | MA+ 60 Established Class Size in Grade 1 reduced from 28 to 25 Class Size in Grade 2 reduced from 28 to 25 | | |
| 2000 | Additional 9th year Salary Step added Duty-free lunch , secondary level, increased to 25 minutes from 20 minutes Paid Leave for Adoption , up to 30 paid days in each school year, started Paid leave for family illness goes to 30 days from 15 days per year Dependent Care Plan/Flexible Spending Plan established Maximum Average Annual Caseloads instituted – Speech/Language at 43; OT at 34; PT at 32 System wide ratio of nurses decreased from 800/1 to 750/1 Guidance Counselor ratio implemented; HS at 300/1; MS at 400/1; and Bilingual at 250/1 | | |
| 2001 | Class Size Reduced – K-2 from 25 to 23; 4-5 from 28 to 27; 6-8 from 30 to 29; 9-12 from 33 to 32 | | |
| 2002 | Class Size Reduced – K-2 from 23 to 22; 4-5 from 27 to 25; 6-8 from 29 to 28; 9-12 from 32 to 31 Master's 60 Salary Lane & Doctorate Lane both 'pushed' out to full lane at mid-year | | |

Compiled by
Richard Stutman

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

Compiled by Richard Stutman

Contractual Benefit Package for All Teachers*

By Richard Stutman, BTU President

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

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

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

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

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

Salary & Health Benefits

| | Benefit | How It Takes Effect | How to Learn More | What to Look Out For |
|---|--|--|--|---|
| Salary Step Placement | Up to 3 years' credit for both inside and outside the system, (6 total) if service meets certain criteria. | You must apply with app and documentation. Not necessarily retroactive, so do not delay in filing. | See www.btu.org , also contract, pp. 131-133 or call the BTU office at 617-288-2000 and ask for a field representative. | 'Inside' or prior Boston service includes substitute teaching time under certain conditions. Outside service does not. |
| Salary Lane Placement | B+15, Masters, M15, 30, 45, 60, 75, Doctorate | You must apply and supply documentation. <i>Not necessarily retroactive</i> ; do not delay in filing either PS O3 form or supporting credentials. | See BTU contract pp. 136-139 or http://www.btu.org/leftnavbar/downloadforms.html . For salary grids, see same link. | Maintain date-stamped records of all transmissions to Court St. It is suggested that these documents be hand-delivered as the lane change may be time sensitive. |
| Salary Lane: In-Service Credits | Limit of in-service credits increased to 30 from 20 this contract | Upon application to HR. | http://bostonpublicschools.org/files/HRS-PP01%20Contractual%20Benefits-Career%20Awards,%20Salary%20Lanes,%20Salary%20Steps.pdf . The web address is accurate as of mid-August, but is subject to change as circulars are updated. A good place to find all pertinent information is at http://bostonpublicschools.org/node/190 , and a search engine is provided. | The 20 in-service limit was in place for at least 25 years, so you may have long forgotten about surplus credits earned. These credits you may have squirreled away are now valuable, |
| Health Insurance | 6 different plans, PPO, POS, HMO | You must apply w/i 60 days of date of hire. Deadline is FIRM . New dependents must be added within 30 days. | See BTU or call Group Insurance Office @ 617-635-4570 or see http://www.cityofboston.gov/retirement/pdfs/BenComp.pdf . Each spring there is an Open Enrollment period to change plans. Group Insurance hosts for your convenience an insurance fair at the BTU, also in the spring. All changes elected during Open Enrollment take place on July 1. | This is a most important benefit. Talk to a few colleagues before making a decision. Health coverage takes a month or so to start, depending on when you sign up at City Hall. If you take a leave of absence and drop your coverage, you must re-enroll during the open enrollment period. |
| Health and Welfare | Includes Dental, Eye Care, and Legal benefit. City pays plan premium, but some benefits have co-pays. | Apply at BTU H&W office or at 617-288-0500. Benefit effective at start of prov. contract, but implementation can be delayed. | Call BTU H&W @ 617-288-0500 or see http://www.btu.org/hwf | H&W Dental coverage is different from city's health plan. And 2) The H&W dental plan has two options, one through Delta Dental and one through Harvard Dental. Take your time to make an informed decision. |
| Salary Item: Tuition Reimbursement | All permanent teachers on 'steps' 1-9 (9 for the 1st time) get up \$500/yr. Paras with five or more years of service are covered. | This took effect 9/1/04, and is paid as reimbursement for tuition. Paras are added as of 9/1/07. | A new circular will be out this fall with full explanatory details. Last year's circular is available at http://bostonpublicschools.org/files/HRS-PP03%20Tuition%20Reimbursement%20for%20Permanent%20BTU%20Members.pdf | If you were eligible for this benefit last year but did not submit documentation in time, call the union office. Pay attention to reporting deadlines. |
| Salary Item: NBPTS Teachers | Members certified under the standards of the NBPTS now get a 4% raise. Members also get reimbursed for the cost of application fees upon successful attainment of certification. | This raise took effect 9/1/03. | See the National Board (NBPTS) website at http://www.nbpts.org/ for eligibility rules, subject areas covered, etc., and the BTU contract, p. 118. | The NBPTS regrettably does not grant certification in all subject areas and in all job categories. |
| National Licensure Reimbursement for Itinerant Staff | Itinerant staff (such as nurse, OT, PT, SLPs and the like) will now be reimbursed for their application and testing fees upon successful completion of the activity. | Reimbursements began to be made in June 2008. Another round of reimbursements will follow in 08/09. | Announcement of new application process will be announced in BTU e-Bulletin. To get on e-Bulletin mailing list, see http://visitor.constantcontact.com/manage/optin/ea?v=0016DNjNiidDhTZb8YgGfjT3g%3D%3D . | |
| Performing Arts Teachers | Perf. Arts, theater, music, drama, and choral group teachers can get \$1600 stipend. | If one of the aforementioned teachers conducts after school rehearsals and practices which culminate in final precautions and/or festivals. | BTU contract, pp. 75-76 item 18. | This is a relatively new benefit, a long time in coming. Please call one of the field rep.'s if you have any questions. |
| Flexible Spending Program – Dependent Care | Use up to \$5,000 in pre-tax dollars for dependent care; excellent tax benefit . This is an IRS-approved program that is quite beneficial when used properly. | Apply within 30 days of hire or during Open Enrollment usually beg. mid-October; announcement will be made in BTU e-Bulletin. To sign up for e-Bulletin, see http://visitor.constantcontact.com/email.jsp?m=1101436635842&p=oi | Email rstutman@btu.org for more detailed information, call CPA, Inc. @ 1-800-544-2340 or Group Insurance at 617-635-4570 or see http://www.cpa125.com/ or http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf | Be careful when creating a deduction as you cannot change the deduction for the entire calendar year once you agree to it. Your dependent care reimbursements CANNOT outpace your deduction schedule. |

| | Benefit | How It Takes Effect | How to Learn More | What to Look Out For |
|---|--|--|--|---|
| Flexible Spending Program – Medical | Use up to \$5,000 in pre-tax dollars for out-of-pocket medical expenses; excellent tax benefit. | Same as dependent care (above), but additional eligibility requirement of one year's service. | Same as dependent care see http://www.cpa125.com/ or http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf | Again, be careful when setting up your deduction. Your medical reimbursements CAN outpace your deduction schedule. |
| Flexible Spending Program – Transportation and Parking | As with the above programs, though subject to different dollar limitations, this program allows the use of pre-tax dollars to be spent on mass transit and parking activities. | No eligibility requirement. | See http://www.cpa125.com/ or a school department circular at http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20&%20Pre-Tax%20Transportation%20Plan.pdf | Make sure you will need this benefit for the entire calendar year when you sign up, as deductions cannot generally be stopped once started. All of these programs are extremely beneficial when properly used, but caution is advised. |
| Life Insurance | City sponsors standard \$5,000 term insurance plan and city vendor sells additional coverage. | First \$5000 of term coverage comes with purchase of health insurance. 1/2 of premium for first \$5000 coverage paid by the city; rest paid by employee. | Call 617-635-4570 for more information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard \$5000. | Beware of insurance salespeople 'popping in' to the teachers' room to sell you insurance. Salespeople in the building often pretend to have some exclusive approval or license to sell insurance. They do not. You are advised strongly to shop around before making a purchase. |
| Disability Coverage | Public Pension Law grants limited coverage for total disability, none for short-term disability. | Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately. | See the Mass. State Teacher Retirement Board Web Page at http://www.mass.gov/mtrs/2members/20active/20disability.htm | There is a sick leave bank for teachers and paras, which eligible members can obtain days from, after an application process. The bank plus use of your own days (see below), which must be exhausted first, amounts to a quasi-short term disability plan. |

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

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

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

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

By Richard Stutman, BTU President

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

★★★★★

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

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

Similar in many regards to a deductible

IRA or a 401.k plan, a TSA is generally more flexible.

Here's how a TSA works:

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

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

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

A few last points: The 2010 limit is \$16,500

per year, with an additional \$5,500 for those over 50. In addition, under certain circumstances, there is a lifetime 'catch-up' provision that allows an even greater yearly reduction.

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

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

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

All 403B companies are not created equal. Some companies and the plans they offer are better than others. You are advised to investigate fully before you sign on the dotted line. What's more, some of the com-

panies are *insurance* companies, and their plan offering includes variable annuities, which are insurance products that contain higher fees.

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

N.B. A word of caution: *Vendors walking the halls at your school or visiting you in the teachers' lounge have no special license from the city. Their plans do not operate with any special imprimatur from the city. The vendors are by and large salesman and saleswomen selling an insurance product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy life-time penalty for withdrawal.*

(continued on page 15)

Contractual Benefits Package for All Teachers...

(continued from page 11)

Retirement, Tax-Deferred Savings Plans

| Participation | Details | More Information | What to Look Out For | |
|--|---|--|--|---|
| Public Pension | Participation is mandatory under state law; vested employees obtain a pension at retirement. | Call the BTU for more information. | See http://www.cityofboston.gov/retirement/faq.asp or http://www.mass.gov/mtrs/ . Detailed information by topic can be found at http://www.mass.gov/mtrs/0site map/0sitemap.htm . Or call the BTU for more information. | If you leave the system prior to retirement, consult the BTU before withdrawing your funds out. |
| Participation in a 403(b) or a Tax-Sheltered Annuity (TSA) plan | See accompanying article. | Pre-tax salary contributions grow tax-deferred until withdrawn. | See accompanying article. | Vendors walking the halls at your school or visiting you in the teachers' lounge have no special license from the city. Their plans do not operate with any special imprimatur from the city. The vendors are by and large salesman and saleswomen selling a product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy lifetime penalty for withdrawal. |
| Participation in the State's Deferred Compensation or 457 Program | Participation is voluntary; state-chosen vendor, Great West. | Pre-tax salary contributions grow tax-deferred until withdrawn. | Call the BTU for more information and/or Great West at 1-877-457-1900. See www.mass-smart.com or email nicholas.baseel@qwrs.com . | Very good plan, with slightly less flexibility than a 403.b, but worth investigating, as the state has done much of the 'homework' for you. Fees are minimal, much lower than in 403b plans generally. |
| Social Security | Mass. public employees do not pay into SS; employees can, however, accrue SS credits at any time in non-public employment. | Those with SS credits can combine SS pension with teacher (public) pension, but some restrictions and offsets generally apply. | Call the BTU for detailed, written explanation or go to http://www.ssa.gov/pubs/10045.html or http://www.ssa.gov/pubs/10007.html for a discussion of the restrictions and offsets. These are most important topics for those who expect to get some benefit from SS credits. | Log onto http://www.massretirees.com/social-security/index.html for current Social Security for news pertaining to public employees. |

Grievance Rights

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

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

BTU Wins AFT Innovation Grant

By Ted Chambers

This summer, the BTU won a \$100,000 planning grant from the AFT Innovation Fund to start a new pilot project called *21st Century Lessons*. This initiative, which is a collaborative effort between the BTU and the BPS, is going to bring teams of highly effective teachers together to design units of great lessons that others can download and use in their classrooms. We are also planning to create videos of teachers delivering these lessons as an additional tool for professional development.

The inspiration for this idea sprang from our desire to support teachers in the classroom by giving them access to high quality lessons. Because these lessons are rooted in the actual practice of high functioning Boston Public School classrooms this kind of professional development is truly authentic.

The motivation behind this initiative is to refocus the terms of the debate around education reform. Current efforts at "re-forming" schools have centered on management demands for flexibility around personnel decisions. But putting a different face behind the desk will mean little if resources are not allocated to support teachers in the tremendously complex challenge of educating a diverse nation. 21st Century Lessons will be teachers sharing with teach-

ers, our idea of education reform.

We can now use technology to help create and deliver the best lessons possible into every classroom, in every school, every day. But it doesn't mean downloading and photocopying worksheets and handouts. Our goal is to create entire units of lessons that are engaging for kids, high quality in nature, aligned to the standards and embedded with best practices. These lessons units will be designed and created by real teachers who are in the classroom working with real kids.

Our goal for the coming academic year is to create a pilot unit for middle-school math. We are going to bring a team of highly effective teachers together to create the unit, and then test the lessons in classrooms across the city starting sometime in the spring.

If you have other ideas on how to improve our profession the Professional Issues Committee of the Boston Teachers Union meets periodically throughout the year. If you would like to be a member of the committee and share your ideas please read your E-bulletin for meeting time announcements.

(Ted Chambers is a building rep at the Edwards Middle School and Co-Chair of the Professional Issues Committee.)

A Primer of Rights and Benefits for BTU Paraprofessionals

By Jenna Fitzgerald,
BTU Paraprofessional/Substitute
Representative

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



Jenna Fitzgerald
Paraprofessional Field Representative

Salary Step Placement

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

Sick and Personal Days

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

A 10-minute break has been added to the paras' workday with the 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 the enclosed application for union membership.

Health and Welfare Benefits

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

Health Insurance

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

Joining The BTU

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

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

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

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

Credit Union

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

Union Operations

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

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

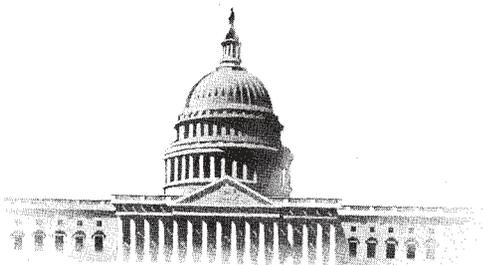
The Union employs six full-time officers and staff to serve the membership. Office hours are 9 AM to 5 PM. The office is open all weekdays including school vacations, but is closed on state, local and national holidays, the day after Thanksgiving, Christmas Eve and Good Friday. The office number is 617-288-2000. A taped message which gives information on current issues can be heard 24 hours a day at 617-288-2463.

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.

**Looking to share your ideas about
good teaching and learning?**

**Join the Professional Issues Committee of
the Boston Teachers Union.**

Check the E-bulletin for meeting time
announcements or email committee co-chairs
Ted Chambers (edwardchambers@hotmail.com)
and Kathy Aldred (kaldred@boston.k12.ma.us).



**MARCH ON WASHINGTON
OCTOBER 2nd**

ONE NATION
11
WORKING ★ TOGETHER

Check out the ONE NATION March Website:
<http://www.onenationworkingtogether.org/reach.aspx>

Follow us on Facebook 

<http://www.facebook.com/profile.php?id=1035455670#!/pages/One-Nation-Working-Together/130038760366906?ref=ts>

Contractual Benefit Package for All Paraprofessionals

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

Salary & Health Benefits

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

Retirement, Tax Deferred Savings Plans

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

Grievance Rights

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

Union Begins With You...

(continued from page 2)

may very well run out unless you work proactively. In short, the union needs you as much as you need the union. Not one of us works our job in isolation. While some of us may stand in front of a classroom as the only adult, we work together with thousands of adults across the city to ensure that the children

of Boston receive a rich education. Just as we all do our part in the school building, we also need to do our part in the union hall.

I look forward to seeing you on the second Wednesday of each month.
—Michael J. Maguire, Co-Editor,
Boston Union Teacher

Welcome Substitutes!

By Jenna Fitzgerald
Substitute Field Representative

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

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

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

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

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

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

Substitute Teachers Contract FAQ's

9/1/06 - 8/31/10

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

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

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

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

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

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

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

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

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

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

Substitute Retirement

1-800-584-6001 - ING Automated
617-723-5835 - ING Boston Office
781-768-4839 - John Mongiello, Waltham ING office

Under OBRA of 1990, any person not eligible for membership in the State/Boston Retirement system must participate in the Mandatory Deferred Compensation Plan by the City (OBRA). 7-1/2 percent is deducted from a substitute's pay. When substitute terminates employment and ING is notified, substitute can receive cash distribution or roll-over their accounts.

Retirement Information

By Michael W. McLaughlin
State-Boston Retirement Board Trustee

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

HIRE DATE

Prior to Jan. 1, 1975 5% deducted
Jan. 1, 1975 7% deducted
Jan. 1, 1984 8% deducted
July 1, 1996 9% deducted
1/1/79 - 7/30/01 add 1% deducted
for earnings over \$30,000

July 1, 2001 and thereafter 11% deducted
Members should check their pay stubs to make sure the correct amount is being taken. If there's a mistake, it should be reported immediately by contacting the State-Boston Retirement Board in Room 816 at City Hall. Their number is 617-635-4305. Members can also contact me directly for information and help with retirement procedures, policy and law.

A simple equation is used to determine your retirement allowance. Your age factor (55 = 1.5, 56 = 1.6, etc.) is multiplied by the number of years of creditable service. This yields a percent. Next, average your three highest salaried years and then multiple the percent by that average. The maximum

percent is 80%. This amount would be your estimated yearly retirement benefit. Dividing that amount by 12 gives you a good idea of your monthly benefit. These figures are of course all before taxes numbers.

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

As a trustee of the State-Boston Retirement Board I want to extend a welcome to our newest members starting out this year in the BPS. I would also like to offer my time to all our members. Please do not hesitate to call or stop by the BTU office with your retirement questions. Additionally, I am available to accompany you when you go to the Retirement Board in Room 816 at City Hall. I will be hosting two retirement seminars during the school year, October 28th and March 22nd. Look for more information in the BTU e-Bulletin.

Turnaround, Timing and Training...

(continued from page 1)

plated. As the summer went by, the BPS decided not to follow this policy, partly because the DESE had not acted on plans for these five (5) schools. The timing of this proposal produced unnecessary concern and aggravation for the BTU members at these schools and would have done little to ensure a smooth opening at these schools as they struggle to close the achievement gap.

Another part of closing the achievement gap has been the need to increase the number of ESL and category trained teachers. A draft agreement between the BPS and the Department of Justice calls for increased numbers of these teachers and may result in some changes to teacher assignments and schedules. The BTU will watch carefully to see how implementation of this agreement impacts on members'

contractual rights.

During the summer the BTU provided space for category training at the BTU Hall. Between 700 and 1000 members volunteered to participate in week-long training sessions. Our members are doing their part in preparing to better serve our children. One aspect of the draft agreement calls for new teachers to complete all categories before they can become permanent. Another section mandates that 15 of the 18 hours of professional Development be directed to ELL training. The BTU had suggested that this happen several years ago.

As the school year begins there are questions and issues that arise. If I can be of assistance, Please contact me at pconnolly@btu.org. Best wishes for a pleasant and successful school year.

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

(continued from page 12)

What is the State's Deferred Compensation Plan?

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

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

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

Many other former restrictions of 457 plans have been eliminated under the 2001 tax law changes.

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

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

Co-Editor of the Boston Union Teacher Mary F. Glynn Retires

Mary F. Glynn, long-time Boston Teachers Union activist and co-editor of the *Boston Union Teacher* for the past five years, has announced her retirement after 31 years of teaching, 25 of them in the Boston Public Schools. Mary started in the BPS as a special needs teacher and later became an evaluation team facilitator. She spent much of her career at the Grover Cleveland Elementary School and finished her last year of service splitting her time between the Joseph Lee School and Emily Fifield School.

For the past five years, Mary, as co-editor of the *Boston Union Teacher*, worked tirelessly to insure that our journal remain one of the best teacher union newspapers in the country. In these five years, the *Boston Union Teacher* earned 23 awards for excellence from the American Federation of Teachers Communicators Network, including Mary's Best Photo in 2006.

Over the years Mary brought many new faces into union activism. Her commitment to building a diverse teacher's union is evident in the many photographs she took at union rallies and social events. Many teachers, after seeing their picture on the

pages of the *Boston Union Teacher* would come up to Mary and thank her, mentioning how proud they were to be included on the pages of the union newspaper.

Mary's union work was not limited to the newspaper. She currently is a member of the Executive Board of the BTU as well as the Greater Boston Labor Council. She will continue to serve on these boards and bring her expertise to bear. She will also continue to serve as a mediator for the joint BTU-BPS mediation team.

Unionism is about working together in solidarity to improve the lives of people. In that tradition Mary would like to thank two individuals for the mentorship they gave her. Both **Tom Roach**, former editor of the *Boston Union Teacher*, and **Peggy Carlin**, former editor of *The Federation Paper* at the Massachusetts Federation of Teachers (now *The Advocate* at AFT-MA) helped Mary as she assumed the role of co-editor in 2005.

Mary's leadership will be missed. Her



Former Co-Editor of the *Boston Union Teacher* Mary F. Glynn

role will be filled by **Michael Maguire** who will join **Garret Virchick** as co-editors of the *Boston Union Teacher*. Thanks Mary for a job well done. And don't be surprised if on occasion we see Mary's by-line on an article or photograph on the pages of the *Boston Union Teacher*. Good union activists never really retire, they continue their service in different ways.

Write for the Boston Union Teacher

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

The *Boston Union Teacher* strives to keep our membership informed of important issues facing our members, their families, and the parents and teachers we serve on a daily basis. It is our goal to promote active participation in our union and the labor movement as a whole.

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

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

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

We hope you have a successful 2010-2011 school year.

— Michael Maguire and Garret Virchick, Co-editors

Union Membership Means Being Part of a Greater Movement of Working People for Social Justice



On August 17th, 200 activists from labor and the community came together to protest the voting record of Massachusetts Senator Scott Brown. In his brief time representing the Commonwealth of Massachusetts, Scott Brown has consistently gone against his campaign pledges to work for the

people of Massachusetts by voting against legislation that would provide resources to the state, especially in the areas of education and health care. In the photos, Executive Board member and teacher at Urban Science Academy Allison Doherty-LaCasse presents Scott Brown with his report card. Low grades were given in areas that matter for working people in Massachusetts. His sole high grade was for the work he has done protecting the interests of the wealthiest 2% in Massachusetts. BUT co-editor Garret Virchick holds up a sign demanding that Senator Brown live up to his campaign promises and stop voting against legislation that promotes public education. Also in attendance and leading BTU activism was Political Director Patricia Armstrong, shown here with City Councilor Felix Arroyo, Jr. and BTU President Richard Stutman at last fall's rally in support of the 100 fired Hyatt hotel workers. Patricia also represents the Boston Teachers Union as Vice-President of the Greater Boston Labor Council.

— Photos by Angela J. Cristiani

RAFFLES FUN FOOD PRIZES MUSIC

DONATIONS WELCOME RAFFLES FUN FOOD PRIZES MUSIC



Cancer Fundraiser & Welcome Back Party

Friday, September 24th • 3-8 pm
BTU Hall



MUSIC PRIZES FOOD FUN RAFFLES