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

How Long is the School Year?

Contractual Benefit Package For ALL Teachers

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.

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 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 excused from these schools at the discretion of the principal/headmaster, but teachers also may excess themselves from these schools. Attachment rights to the school to or 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 representatives have a full time role 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 parents alike, 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%20Bargaining%20Package%20BTU%202010%20Package%20v5-1%202010%20.pdf. Simply said, 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 as 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.

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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 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 funding 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 informed and protect your interests while we work to improve our schools. It is a job we will do well and a job we continuously strive 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 your 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. Also, we sponsor several 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.

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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 2,000 retirees.

What are the BTU’s primary responsibilities?

- **Negotiate and enforce the contract**
- **Provide the best education we can for the system’s 65,000 students**
- **Work with the school community to ensure our schools are safe 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:

- **Greater Boston Labor Council (GBLC)**
- **AFL-CIO, Mass AFL-CIO**

The BTU is affiliated with:

- **Work politically through COPE to elect pro-public education, pro-union candidates**

What is the leadership structure of the BTU?

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

Serving as a direct link between the union office and the membership are the 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.

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

- Go to http://visitor.constantcontact.com/manage/optin/ea?v=0016DNjNiidDhTZb5y2G673g%3D3D

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 Boston Teachers Union?...

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 that 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 weary 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 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 reform 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 have ever 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 reapply 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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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 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.

• 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 up to date with BTU news and activities. 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.

Phone Numbers

Online  617-288-2000
Health & Welfare  617-288-0500
ATU/PTA Office  617-288-1934
Negotiation Office  617-288-2941
Lounge Office…  617-288-3323
Vision Center  617-288-5540
Tremont Credit Union…  781-843-5620
**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. 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: it is as if the 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 school 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 the 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, scheduling 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 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 PD certificates for their attendance for all of the PD time required.

**Common Questions**

**What if you are absent on a day when a portion of the 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 a day 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 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%20FAQ.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, 2010-11) additional days of professional development, 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 2,100 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 process. 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 that in the next development.

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 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. On the date the BU 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 ideas and concerns of any individuals or groups. In order to be able to do this effectively, often they 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 meetings 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 paraprofessionals of SSC-49 or 12. 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.

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Facility Senates: A Union Membership Responsibility

By Michael W. McLaughlin, Elementary Field Representative

Facility 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, Facility Senate was included under Article I: Union Recognition, Jurisdiction and Responsibilities. A section titled Facility Senate Guidelines was added in an additional appendixlike section on page 98. Today, Facility 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. Facility 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. Facility Senates help to maintain an effective working relationship with the principal about educational policy without fear of being singled out for retribution. Facility Senates are democracy in action. It’s a forum for the healthy exchange of ideas. Many schools hold their monthly FS meetings 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 body.

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 are not crowded out. Certain schools may be elected by departments, areas, pods, etc.

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By-Laws

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

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.

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 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 Senate 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.

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 exercise certain components of the BTU Contract. The Union has provided a means for individuals to have an advisory voice in the operation of their 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 may be formed in each school and shall meet once every month after the close of the normal school day with the Principal or Headmaster concerned. Facility 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.

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

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.

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 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 Senate 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.

Believe in BTUnity!

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 exercise certain components of the BTU Contract. The Union has provided a means for individuals to have an advisory voice in the operation of their school as having an advisory voice in the operation of that school and having an advisory voice in the formation of educational policy.

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Peer Assistance Program

As part of the 2006-2010 collective bargaining agreement, the BTU in collaboration with the EPS 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 EPS personnel.

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 workdays are 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. Additionally, 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 EPS 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 it’s second annual report in the fall of 09.

If you have questions about the Peer Assistance Program or would like to volunteer to 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 EPS 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.

School Environment

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?

You can answer yes to any of these questions, your school may have indoor environmental problems. If you support 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 those of those. One action 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 stock 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/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 Angelo J. Cristiani, ME, Psychologichal Services

The BTU Special Education Faculty Senate promotes supports all teachers, paraprofessionals, nurses, and related service providers. As defined by the BTU Contract, Faculty Senates meet monthly and are recognized “as having 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 forefront.

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 manifest 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.

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.

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BOSTON UNION TEACHER September, 2010 7
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

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<th>Event</th>
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### Compiled by Richard Stutman
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<tr>
<td><strong>September 7</strong></td>
<td>Teachers have 3 hrs PD and 3 hrs (.30 for union business and 2.30 for room preparation, clean-up, and organization).</td>
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<tr>
<td><strong>September 8</strong></td>
<td>First Day of School for students.</td>
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<tr>
<td><strong>October 15</strong></td>
<td>Members of a School Site Council are to be elected by this date.</td>
</tr>
<tr>
<td><strong>December 1</strong></td>
<td>A first meeting of the newly-elected School Site Council shall be held by this date.</td>
</tr>
<tr>
<td><strong>January 3</strong></td>
<td>PD Day. No students. Day may be converted to PD hours.</td>
</tr>
<tr>
<td><strong>January 15</strong></td>
<td>In pilot schools, the proposed work schedule for an upcoming school year will be given to staff by this date. The staff may override the schedule by a 2/3rds vote. An override sends the work schedule back to the pilot's Governing Board for possible adjustment and tweaking.</td>
</tr>
<tr>
<td><strong>January 15</strong></td>
<td>Application deadline for leave of absence to commence at the beginning of the next teacher work year. Application deadline for extension of leave of absence 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.</td>
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<td><strong>January 15</strong></td>
<td>BTU Staff at 12 Turnaround/Transformational Schools shall be given notice of any additional summer hours by this date.</td>
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<tr>
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<td>BTU Staff at 12 Turnaround/Transformational Schools shall be given notice of their individual staggered start and end time for the upcoming school year.</td>
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<td><strong>January 15</strong></td>
<td>Deadline for staff in traditional to file voluntary excessing document. Pilot School staff have until <strong>February 1st</strong>.</td>
</tr>
<tr>
<td><strong>January 15</strong></td>
<td>Application deadline for filing of alternate program areas for permanent teachers. Before January 15th of any year not available by January 15th.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>BTU Staff at 12 Turnaround/Transformational Schools shall be given notice of excess buy this date and they may excess themselves by this date.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>Programming preference sheets shall be distributed to all teachers.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>Programming preference sheets to be distributed to all teachers.</td>
</tr>
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<td>A list of all non-teaching assignments for which administrative periods are given in a teachers' program shall be posted in each school. These assignments may be applied for in the teacher's program preference sheet as herein provided.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>Principals will be required to make recommendations as to which provisional teachers they want to make permanent teachers by February 1st of each year.</td>
</tr>
<tr>
<td><strong>February 1</strong></td>
<td>No later than February 1st, programming preference sheets shall be distributed to all teachers.</td>
</tr>
<tr>
<td><strong>February 15</strong></td>
<td>Deadline for submission of an additional program application if results of NTE or Praxis exam are needed but unavailable on January 15th.</td>
</tr>
<tr>
<td><strong>February 15</strong></td>
<td>Positions that receive &quot;Open Posting&quot; status on the job transfer circular must receive an affirmative 60% vote of school staff by this date.</td>
</tr>
<tr>
<td><strong>February 15</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>February 15</strong></td>
<td>Principals will be notified by February 15th if their recommendations for making teachers permanent have been approved.</td>
</tr>
<tr>
<td><strong>February 15</strong></td>
<td>In pilot schools by this date of a given year, there must be an approved schedule in place one that has not been overridden on the current year’s pilot school schedule remains in place.</td>
</tr>
<tr>
<td><strong>March 1</strong></td>
<td>All preference sheets shall be returned by March 1st.</td>
</tr>
<tr>
<td><strong>March 27</strong></td>
<td>The Superintendent shall make permanent appointment of provisional teachers by this date.</td>
</tr>
<tr>
<td><strong>Early April to Early May</strong></td>
<td>OPEN ENROLLMENT for Group Insurance sign-up. Please note this is not a contractual deadline, but it is a city practice to begin the open enrollment period on the first Monday in April and to close it on the first Friday in May.</td>
</tr>
<tr>
<td><strong>April 15</strong></td>
<td>New Posting deadline for all vacancies. Applications for vacant positions must be submitted no later than 10 school days after posting. This is the first so-called transfer posting of the season and was formerly known as the March 1 posting.</td>
</tr>
<tr>
<td><strong>April 15</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Within 10 days of the April 15 posting</strong></td>
<td>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 overseen 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.</td>
</tr>
<tr>
<td><strong>May 1</strong></td>
<td>For those who respond by January 15th as to why they cannot make a decision at that time, they must send a response, postmarked no later than May 1st, as to whether or not they will return in September. If they fail to respond by May 1st, they shall forfeit their attachment rights, their excess pool rights, and shall be subject to reassignment by the Superintendent.</td>
</tr>
<tr>
<td><strong>May 1</strong></td>
<td>No final records will be required of teachers until May 1st for Grade 5, and 15 days before the close of school for all other grades.</td>
</tr>
<tr>
<td><strong>May 1</strong></td>
<td>Final marks shall not be required of any teacher before May 1st for Grade 8, and 15 days before the close of school for Grade 6 and 7.</td>
</tr>
<tr>
<td><strong>May 1</strong></td>
<td>The number of marking periods for all schools shall not exceed five (5) in number. Final marks shall not be required of any teacher before May 1st for seniors, and 15 days before the close of school for other students.</td>
</tr>
<tr>
<td><strong>Prior to May 15</strong></td>
<td>All staff shall be formally evaluated using factors reasonably related to a teacher’s professional performance, with a mark for each factor and an overall rating. Only ratings of &quot;Satisfactory&quot; or &quot;Unsatisfactory&quot; shall be transmitted to teachers prior to May 15th.</td>
</tr>
<tr>
<td><strong>June 1</strong></td>
<td>An employee will be given written notice of layoff by June 1st of the professional work year preceding the professional work year in which the layoff is to take place. For example, an employee to be laid off effective in September must be given written notice on or before the prior June 1st.</td>
</tr>
<tr>
<td><strong>June 15</strong></td>
<td>Provisional Employees must be given notice of non-renewal by this date or rehire is mandated under state law.</td>
</tr>
<tr>
<td><strong>No later than 10 days before the end of the School Year</strong></td>
<td>No later than ten (10) school days prior to the end of the school year, teachers shall be given the following information on their programs for the next school year: Subjects and grades of subject to be taught. Any special information about particular classes teachers may be required to teach and the grade and particular type of home room.</td>
</tr>
<tr>
<td><strong>No later than 5 days before the end of the School Year</strong></td>
<td>No later than five (5) school days before the end of the school year, teachers should receive their total program for the following school year, which shall include the periods and rooms where their assignments are scheduled. Programs may be considered subject to change if necessary because of changes in subject enrollments, faculty changes, or programming conflicts. Reasons for any such change shall be given by the Principal or Headmaster to any teacher affected.</td>
</tr>
<tr>
<td><strong>July 1</strong></td>
<td>New excess pool rules: Rule of one 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.</td>
</tr>
<tr>
<td><strong>July 15</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>

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 replace the current one. 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 do our best to keep you posted as developments.

Salary & Health Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>See It Takes Effect</th>
<th>How to Learn More</th>
<th>What to Look Out For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Step Placement</td>
<td>Up to 3 years’ credit for both inside and outside the system, (6 total) if service meets certain criteria.</td>
<td>You must apply with app and documentation. Not necessarily retroactive, so do not delay in filing.</td>
<td>See <a href="http://www.btu.org">www.btu.org</a>, also contract. All teachers get up as reimbursement for tuition. Paras with five or more are added as of 9/1/07. Not necessarily accurate as of mid-August, but is subject to change as circulars are updated. A good place to find all pertinent information is at <a href="http://bostonpublicschools.org/node/190">http://bostonpublicschools.org/node/190</a> and a search engine is provided.</td>
</tr>
<tr>
<td>Salary Lane Placement</td>
<td>B+15, Masters, M15, 30, 45, 60, 75, Doctorate</td>
<td>You must apply and supply documentation. Not necessarily retroactive; do not delay in filing.</td>
<td>See BTU contract pp. 136-139 or <a href="http://www.btu.org/lefnavbar/downloadforms.html">http://www.btu.org/lefnavbar/downloadforms.html</a>. For salary grids, see same link.</td>
</tr>
<tr>
<td>Salary Lane: In-Service Credits</td>
<td>Limit of in-service credits increased to 30 from 20 this contract</td>
<td>Upon application to HR.</td>
<td>Maintain date-stamped records of all transmissions to Court St. Is suggested that these documents be hand-delivered as the lane change may be time sensitive.</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>6 different plans, PPO, POS, HMO</td>
<td>You must apply w/ 60 days of date of hire. Deadline is FIRM. New dependents must be added within 30 days.</td>
<td>See BTU or call Group Insurance Office @ 617-635-4570 or see <a href="http://www.cityofboston.gov/retirement/careercamp.pdf">http://www.cityofboston.gov/retirement/careercamp.pdf</a>. 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.</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>Includes Dental, Eye Care, and Legal benefit. City pays premium, but some benefits have co-pays.</td>
<td>Apply at BTU H&amp;W office or at 617-288-0500. Benefit effective at start of prov. contract, but implementation can be delayed.</td>
<td>Call BTU H&amp;W @ 617-288-0500 or see <a href="http://www.bhuswf.org">http://www.bhuswf.org</a>. H&amp;W Dental coverage is different from city’s health plan. And 2) The H&amp;W dental plan has two options, one through Delta Dental and one through Harvard Dental. Take your time to make an informed decision.</td>
</tr>
<tr>
<td>Salary Item: Tuition Reimbursement</td>
<td>All permanent teachers on ‘steps’ 1-9 (for the 1st time) get up $500/yr. Paras with five or more years of service are covered.</td>
<td>This took effect 9/1/04, and is paid as reimbursement for tuition. Paras are added as of 9/1/07. 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 City Hall. If you take a leave of absence and drop your coverage, you may have to re-enroll during the open enrollment period.</td>
<td></td>
</tr>
<tr>
<td>Salary Item: NBPTS Teachers</td>
<td>Members certified under the standards of the NBPTS now get a 4% raise. Members also get reimbursed for the cost of application fees upon successful attainment of certification.</td>
<td>This raise took effect 9/1/03.</td>
<td>See the National Board (NBPTS) website at <a href="http://www.nbpts.org/">http://www.nbpts.org/</a> for eligibility rules, subject areas covered, etc., and the BTU contract, p. 118.</td>
</tr>
<tr>
<td>National Licensure Reimbursement for Itinerant Staff</td>
<td>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.</td>
<td>Reimbursements began to be made in June 2008. Another round of reimbursements will follow in 8/09. Announcement of new application process will be announced in BTU e-Bulletin. To get on e-Bulletin mailing list, see <a href="http://visitor.constantcontact.com/manage/optin.aspx?av=016DEN&amp;Nid=D7b87ayC0ITQ%3D%3D">http://visitor.constantcontact.com/manage/optin.aspx?av=016DEN&amp;Nid=D7b87ayC0ITQ%3D%3D</a>.</td>
<td>If you were eligible for this benefit last year but did not submit documentation in time, call the union office. Pay attention to reporting deadlines.</td>
</tr>
<tr>
<td>Performing Arts Teachers</td>
<td>Perf. Arts, theater, music, drama, and choral group teachers can get $1600 stipend.</td>
<td>If any of the aforementioned teachers conducts after school rehearsals and practices which culminate in final performances and/or festivals, BTU contract pp. 75-76 item 18.</td>
<td>This is a relatively new benefit, a long time in coming. Please call one of the field reps if you have any questions.</td>
</tr>
<tr>
<td>Flexible Spending Program—Dependent Care</td>
<td>Use up to $5,000 in pre-tax dollars for dependent care: excellent tax benefit. This is an IRS-approved program that is quite beneficial when used properly.</td>
<td>Apply within 30 days of hire or during Open Enrollment usually beg. mid-October; announcement will be made in BTU e-Bulletin. To sign up for e-Bulletin, see <a href="http://visitor.constantcontact.com/email/jp/m=11014366135842&amp;p=z-email">http://visitor.constantcontact.com/email/jp/m=11014366135842&amp;p=z-email</a>.</td>
<td>Email <a href="mailto:rstutman@btu.org">rstutman@btu.org</a> for more detailed information, call CPA, Inc. @ 1-800-544-2340 or Group Insurance at 617-635-4570 or see <a href="http://www.cpa125.com/">http://www.cpa125.com/</a> or <a href="http://bostonpublicschools.org/node/190">http://bostonpublicschools.org/node/190</a> and a search engine is provided. 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.</td>
</tr>
</tbody>
</table>

Compiled by Richard Stutman

10 ❖ BOSTON UNION TEACHER ❖ September, 2010
### Major (but Non-Inclusive) List of Contractual Working Conditions

<table>
<thead>
<tr>
<th>Benefit</th>
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<td><strong>Flexible Spending Program – Transportation and Parking</strong></td>
<td>As with the above programs, though subject to different dollar limitations, this program allows the use of pre-tax dollars to be spent on mass transit and parking activities.</td>
<td>No eligibility requirement.</td>
<td>See <a href="http://www.cpa125.com/">http://www.cpa125.com/</a> or a school department circular at <a href="http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20v2%20Pre-Tax%20Transportation%20Plan.pdf">http://bostonpublicschools.org/files/HRS-PP16%20Flexible%20Spending%20Account%20v2%20Pre-Tax%20Transportation%20Plan.pdf</a></td>
</tr>
<tr>
<td><strong>Life Insurance</strong></td>
<td>City sponsors standard $5,000 term insurance plan and city vendor sells additional coverage.</td>
<td>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.</td>
<td>Call 617-635-4570 for more information. You are strongly advised to shop around to private vendors for best cost before purchasing additional insurance beyond the standard $5000.</td>
</tr>
<tr>
<td><strong>Disability Coverage</strong></td>
<td>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.</td>
<td>See the Mass. State Teacher Retirement Board Web Page at <a href="http://www.mass.gov/mrts/2member%20active%20disability.htm">http://www.mass.gov/mrts/2member%20active%20disability.htm</a></td>
<td>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.</td>
</tr>
</tbody>
</table>

### 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. This is your time and you cannot be stopped once started. All of these programs are extremely beneficial when properly used, but caution is advised.
  - For out-of-pocket medical expenses; excellent tax benefit. | See elsewhere in newspaper. | 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. | 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 the year. |

### 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. | Will need a doctor’s note if absent for six or more consecutive school days. |

### 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 pp. 111; 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 the year. |

### 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. | 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. |

### Religious Holy Days

- Grants paid leave under limited circumstances.
  - Depends on holiday specifics.
  - Contract pp. 160-163. | Will need a doctor’s note if absent for six or more consecutive school days. |

### 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. | May need a note from family member’s doctor; those who need more than 30 such days are advised to contact the BTU office. |

### 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. | 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. You should be on paid leave. |

### 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.
  - Middletown 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. | No eligibility requirement. | This is your time and you cannot be assigned any duty during this time. |

### 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. | N.B. Specialists and Itinerant Specialists get identical benefit of individual grade levels. |

### Job-Sharing

- 1/2 salary, 1/2 position
  - Two people share one job; each gets 1/2 salary and full benefits.

### 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 personnel 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 of teacher trainer’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 617-288-2000.

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 59½. (With some restrictions, loans are allowed prior to age 59½.)

Similar in many regards to a deductible IRA or a 401.k plan, a TSA is generally more flexible.

Here’s how a TSA works:

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

In effect, the above teacher has “sheltered” the $1,300 from federal and state taxation and will be taxed on the $50,700, not the $52,000. Assuming a tax bracket of 28% federal and 6% state, the $1,300 deduction in effect costs the teacher only $858.

Not only that, the interest (or the growth, depending on which savings mechanism you choose to invest in) earned on the $1,300 will be allowed to accumulate tax-deferred year after year.

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 70½ 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 Treasurer, Room M-38 Boston City Hall, 1 City Hall Plaza, Boston, MA 02201. Enclose your social security number.

All 403B companies are not created equal. Some companies and the plans they offer are better than others. You are advised to investigate fully before you sign on the dotted line. What’s more, some of the companies are insurance companies, and their plan offering includes variable annuities, which are insurance products that contain higher fees.

As an insurance product, variable annuities often contain expensive insurance fees for the consumer. It is often said that these plans are ‘sold,’ not ‘bought.’ You are advised to investigate the differences in plan costs before you sign on the dotted line. The differences between plans are varied, and include insurance fees, surrender fee charges, and plan design fees. All of these should affect your decision and bear 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 of your school or visiting you in the teachers’ lounge have no special license from the city. Their plans do not operate with any special imprint from the city. The vendors are by and large salesmen and saleswomen selling an insurance product. Before agreeing to any salary reduction, you are advised to consult with a licensed independent financial planner. Otherwise you may be purchasing what may be a life-time product that will carry with it a heavy lifetime penalty for withdrawal.

Retirement, Tax-Deferred Savings Plans

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Participation</th>
<th>Withdrawing</th>
<th>Relevant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Pension</td>
<td>Participation is mandatory under state law; vested employees obtain a pension at retirement.</td>
<td>Call the BTU for more information.</td>
<td>See <a href="http://www.cityofboston.gov/retirement/tas/faq.asp">http://www.cityofboston.gov/retirement/tas/faq.asp</a> or <a href="http://www.mass.gov/mtrs/">http://www.mass.gov/mtrs/</a>. Detailed information by topic can be found at <a href="http://www.mass.gov/mtrs/403Bmap/Distemap.htm">http://www.mass.gov/mtrs/403Bmap/Distemap.htm</a>, Or call the BTU for more information.</td>
</tr>
<tr>
<td>Participation in a 403(b) or Tax Sheltered Annuity (TSA) plan</td>
<td>See accompanying article.</td>
<td>Pre-tax salary contributions grow tax-deferred until withdrawn.</td>
<td>See accompanying article.</td>
</tr>
<tr>
<td>Participation in the State’s Deferred Compensation or 457 Program</td>
<td>Participation is voluntary; state-chosen vendor, Great West.</td>
<td>Pre-tax salary contributions grow tax-deferred until withdrawn.</td>
<td>Call the BTU for more information and or Great West at 1-877-457-1900. See <a href="http://www.mass-smart.com">www.mass-smart.com</a> or email <a href="mailto:nicholas.bossetti@gwrs.com">nicholas.bossetti@gwrs.com</a>.</td>
</tr>
<tr>
<td>Social Security</td>
<td>Mass. public employees do not pay into SS; employees can, however, accrue SS credits at any time in non-public employment.</td>
<td>Those with SS credits can combine SS pension with teacher (public) pension, but some restrictions and offsets generally apply.</td>
<td>Call the BTU for detailed, written explanation or go to <a href="http://www.ssa.gov/pubs/10045.htm">http://www.ssa.gov/pubs/10045.htm</a> or <a href="http://www.mass-smart.com/pubs/10029.htm">http://www.mass-smart.com/pubs/10029.htm</a> for a discussion of the restrictions and offsets. These are most important topics for those who expect to get some benefit from SS credits.</td>
</tr>
</tbody>
</table>


Grievance Rights

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

Most contractual disputes are resolved informally. However, in the event an issue cannot be resolved, you have a right to have the BTU proceed with a grievance on your behalf should the Contract support your claim.
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 “reforming” schools have centered on management demands for flexibility around personnel decisions. But putting a different face behind the desk will mean little if lessons are not allocated to support teachers in the tremendously complex challenge of educating a diverse nation. 21st Century Lessons will be teachers sharing with teachers, 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.

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 617-288-5863. 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 about as a result of collective bargaining between the BTU and the Boston School Committee.

As exclusive bargaining agent, the BTU negotiates the contract, ensures 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, AFT-MA 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
Working Together

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

Follow us on Facebook:

BOSTON UNION TEACHER  September, 2010  13
Contractual Benefit Package for All Paraprofessionals

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

Salary & Health Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>How It Takes Effect</th>
<th>How to Learn More</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Step Placement</td>
<td>Step 1 (first three years), Step 2 (after three years), Step 3 (after six years), Step 4 (after nine years).</td>
<td>Step increase takes place automatically through payroll.</td>
</tr>
<tr>
<td>Salary Lane Placement</td>
<td>Basic Rate and then Rates with 30, 60, or 90 In-Service and/or College credits and Bachelors degree.</td>
<td>Provide H.R. with a transcript of college credits or certificate for in-service credits.</td>
</tr>
<tr>
<td>Career Awards</td>
<td>After completion of 9 years of service and increase every 5 years.</td>
<td>Provide Payroll with PS-03 form to receive salary increase.</td>
</tr>
<tr>
<td>Substituting for a Teacher</td>
<td>Pay is $6.00 in addition to regular pay for substituting in his/her regular classroom.</td>
<td>Para must be certified as a teacher or have 10 years’ service.</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>6 different plans, HMO and out-of-network individual and family plans.</td>
<td>You must apply within 60 days of date of hire. Deadline is firm. New dependents must be added within 30 days.</td>
</tr>
<tr>
<td>Medicare</td>
<td>Anyone entering public employment after 3/31/86 must pay Medicare tax and is eligible @ age 65 provided he/she has 10 years’ service.</td>
<td>Employees pay 1.45% of gross wages. Deductions are mandatory and continue with employment.</td>
</tr>
<tr>
<td>Health and Welfare</td>
<td>Includes Dental, Eye Care and Legal benefit.</td>
<td>City pays plan premium, but some benefits have co-pays.</td>
</tr>
<tr>
<td>Sick Days</td>
<td>Grants paid leave when ill, up to time accumulated.</td>
<td>15 days granted per year; unused days accumulate and have cash value at separation after 10 years of service.</td>
</tr>
<tr>
<td>Personal Leave</td>
<td>Grants paid leave for personal reasons.</td>
<td>2 days per year; unused days accumulate. Also, graduation days allowed.</td>
</tr>
<tr>
<td>Bereavement Leave</td>
<td>Grants paid leave under limited circumstances.</td>
<td>Depends on family relationship.</td>
</tr>
<tr>
<td>Maternity Leave</td>
<td>Grants paid as well as unpaid leave &amp; city continues Paid maternity leave limited by number of sick days.</td>
<td>Paid maternity leave limited by number of sick days accrued.</td>
</tr>
<tr>
<td>Leave for Adoption</td>
<td>Grants paid as well as unpaid leave.</td>
<td>Limited to 40 days per school year if you have accumulated days in your bank. (Used to be 30 days).</td>
</tr>
<tr>
<td>Leave for Family Illness</td>
<td>Grants paid leave for family members’ illness.</td>
<td>Limited to 30 days per school year if accumulated, though more can be granted.</td>
</tr>
<tr>
<td>Dependent Care Program</td>
<td>Use pre-tax dollars for dependent care.</td>
<td>Apply within 30 days of hire or during open enrollment beginning mid-October.</td>
</tr>
<tr>
<td>Flexible Spending Program</td>
<td>Use pre-tax dollars for out-of-pocket medical expenses.</td>
<td>Same as dependent care above, but additional eligibility requirement of one year’s service.</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>City sponsors plan</td>
<td>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.</td>
</tr>
<tr>
<td>Disability Coverage</td>
<td>Public Pension Law grants limited coverage for total disability. none for short-term disability.</td>
<td>Public coverage is inadequate and eligibility is restrictive. If you desire adequate coverage, you'll need to purchase it privately.</td>
</tr>
</tbody>
</table>

Retirement, Tax Deferred Savings Plans

<table>
<thead>
<tr>
<th>Participation</th>
<th>Details</th>
<th>More Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Pension</td>
<td>Participation is mandatory under state law; vested employees obtain a pension at retirement.</td>
<td>See contract, page 187.</td>
</tr>
<tr>
<td>Participation in a 403B or a Tax Sheltered Annuity (TSA) plan</td>
<td>Participation is voluntary; 40 plus vendors to choose from. The number of vendors is likely to change.</td>
<td>Pre-tax salary contributions grow tax-deferred until withdrawn.</td>
</tr>
<tr>
<td>Job-Sharing</td>
<td>1/2 salary; 1/2 position.</td>
<td>Full benefits.</td>
</tr>
<tr>
<td>Tuition Reimbursement</td>
<td>$500 per year. Also, Paraprofessional Teacher Preparation Grant Program – Legislative benefit (not contractual).</td>
<td>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.</td>
</tr>
</tbody>
</table>

Grievance Rights

As a covered member you have a right to an interpretation of any provision of the collective bargaining agreement. In the event of an uncertainty or dispute regarding any provision of the Contract cited above (or any other provision, for that matter,) it is in your best interest to call the BTU or 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.

Retirement Information

By Michael M. McLaughlin
State-Boston Retirement Board Trustee

Retention 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, 1986................11% deducted
Average of 1/1/79 – 7/30/01......add'l 2% deducted

for earnings over $30,000
July 1, 2001 and thereafter....11% deducted

Members should check their pay stubs to determine their correct amount 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 accumulated service.

Your age at retirement (55+1.5, 56+1.6, etc.) is multiplied by the number of years of creditable service. This yields a percent. Next, average your three highest salaried years and then multiply the percent by that average. The maximum percent is 80%. This amount would be your estimated yearly retirement benefit. Dividing that amount by 12 gives you a good idea of your monthly benefit. These figures are of course all theoretical 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. 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 new members starting out this year. The BFS I would also like to welcome you to the retirement board.

Please do not hesitate to call or stop by the BTU office with your retirement questions. Additionally, I am available seven days a week 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.

Substitute Teachers Contract FAQ’s

9/1/06 – 8/31/10

Salary Schedule

(Continued from page 1)

Per Diem Daily Rate

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Date</th>
<th>Rate</th>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/1/06</td>
<td>112.78</td>
<td>4/1/07</td>
<td>116.16</td>
<td>10/1/07</td>
<td>119.65</td>
</tr>
<tr>
<td>8/31/07</td>
<td>116.16</td>
<td>4/30/08</td>
<td>120.84</td>
<td>10/31/08</td>
<td>124.47</td>
</tr>
<tr>
<td>8/31/08</td>
<td>119.65</td>
<td>5/31/09</td>
<td>125.71</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Per Diem Annual Bonus - $1,000.00 awarded after working at least 120 days by end of June.

Sick Days - Long term and cluster substitutes accumulate one sick day for every 20 days worked.

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 paid to attend the eighteen hours of professional development required of teachers.

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 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.

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 Basei at nicholas.basei@gwrus.com.

In the state’s 457 plan all the homework has been done for you, as is a 403.B plan. You can also have it e-mailed to you automatically by signing up for it at www.btu.org. Best wishes for a pleasant and successful school year.

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 receive cash distribution or roll-over their accounts.

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

(continued from page 12)

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In the state’s 457 plan all the homework has been done for you, as is a 403.B plan. You can also have it e-mailed to you automatically by signing up for it at www.btu.org. Best wishes for a pleasant and successful school year.
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 School and finished her last year of service splitting her time between the Joseph Lee School and Emily Piffle 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 2005.

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 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.