

Appendix C

BOSTON SCHOOL COMMITTEE AND BOSTON TEACHERS UNION SETTLEMENT AGREEMENT

April 8, 1985

Re: SEIMS Arbitration

AAA No. 1139-0183-84

1. This Settlement agreement fully resolves the above captioned, pending arbitration case, including all claims for monetary damages.

2. The BSC agrees that in the future it will negotiate with the BTU concerning SEIMS duties and responsibilities as required by law and the parties' collective bargaining agreement.

3. This Settlement Agreement will be effective for and during the 1985-1986 school year for full-time teachers in the categories listed below and shall expire co-terminously with the current Agreement on August 31, 1986.

4. Elementary Resource Room Teachers, Elementary Substantially Separate Teachers, Itinerant Teachers. Each of said teachers shall be provided ninety (90) minutes in each week. A ninety (90) minute period may be segmented into two (2) forty-five (45) minute periods in the discretion of the Department. Such period (s) shall be used primarily to perform SEIMS duties and/or secondarily SPED related duties as may be assigned by the Department or as may be determined by the teacher in the absence of such assignment, provided, however, the following duties shall not be considered as SPED related duties to be performed during the aforesaid 90 minutes each week.

1. Participating in 766 Team Meeting.
2. Conducting Formal Assessments.
3. Monitoring 502.1's, provided however, in the case of Itin-

erant teachers only, said monitoring may be required in one of said teachers 45" periods each week. The other 45" period of said Itinerant teacher shall be dedicated to perform SEIMS duties only.

4. Completing Compliance Assurance Checklist.
5. Secondary Resource Room Teachers and Secondary Substantially Separate Teachers. Each of said teachers shall have two (2) of their scheduled administrative periods each week dedicated to SEIMS duties or other SPED-related duties in accordance with paragraph #4 herein.
6. In the event the Department fails in any instance to provide the required administrative period to a teacher, the Committee shall pay twelve dollars (\$12.00) for each full forty-five (45) minute period not provided.
7. Full-Time ETLs.
 - A. The Current ETL caseload formula as negotiated by the parties shall continue in force during the 1985-1986 school year.
 - B. Effective at the beginning of the 1985-1986 school year, each full-time ETL, school-based and private, shall be assigned a full-time clerk. Such clerk shall perform work as assigned by the ETL, including data entry work into the computer.
 - C. Each school shall have a computer which shall be accessible to the school-based ETL for a minimum of two (2) hours per day, but not for the ETL's exclusive use. Contract procedures for installation will be completed by September, 1985, at which time installation of such computers shall be in process in batches of twenty (20) computers, and scheduled for completion as soon as practical and prior to the end of the 1985-1986 school year.
 - D. In the case of Private School ETL's, there shall be a computer available for every three of same who are assigned to the same building. The de-

partment may reassign a Private School ETL to a different school in order to comply with this provision.

- E. The parties agree to promptly establish a Joint Committee of equal representatives of the Boston Teachers Union and Boston School Committee, but not to exceed a total of six in number, for the purpose of discussing the presentation of In-Service programs to regular education teachers concerning referrals and SEIMS related matters for the 1985-1986 school year.
- 8. Early Childhood Substantially Separate teachers shall be given 90 minutes of administrative time in the day on which no children are assigned, for SEIMS and other SPED related activities.
 - 9. The following issues are not covered by this Agreement:
 - a) ETL Interdistrict Assignment or ETL Excessing;
 - b) The assignment of ETL work to Early Childhood Liasons within the bargaining unit or to Assistant Program Directors or L/AB Cluster Coordinators outside the bargaining unit, or otherwise concerning the duties of such positions. All such issues shall be subject to negotiations at the request of either party.
 - 10. The parties further agree as follows:
 - a) The Boston School Committee will not reduce the work assignments of currently employed ETL's by reassigning SPED Department Heads. Further, the Boston School Committee states that it will not reduce the number of ETL's currently employed in the High Schools.
 - b) The Boston Teachers Union agrees that it will not assert any claims of violation of contract or prohibited labor practice as a result of SPED Department Heads continuing to perform ETL work for the duration of the Agreement.

- c) This Agreement is without prejudice to the rights of either party in the matter of the Boston Teachers Union's request for negotiation concerning Department Heads performing bargaining unit work.

Any disputes arising under this Settlement Agreement shall be processed under the grievance and arbitration procedure of the Parties' collective bargaining agreement.

This Settlement Agreement is subject to ratification by both Parties.

For the School Committee
of the City of Boston:

by *Elizabeth Reilinger*
Elizabeth Reilinger, Ph.D.
Chairperson
Boston School Committee

For the Boston Teachers
Union:

by *Richard F. Stutman*
Richard F. Stutman
President
Boston Teachers Union

by *Michael Contompasis*
Michael Contompasis
Superintendent
Boston Public Schools

Date: March 14, 2007