

Settlement Agreement
between the
School Committee of the City of Boston
and the
Boston Teachers Union

American Arbitration Association
before
Joseph M. Daly, Arbitrator
AAA Case No. 11-20-1400-0305
(Inclusion Model)

WHEREAS, the School Committee of the City of Boston (hereinafter, "the School Committee") and the Boston Teachers Union, Local 66, AFT Massachusetts (hereinafter, "BTU" or "the Union") are parties to the above-captioned arbitration which arises out of a dispute over the School Committee's implementation of inclusion classrooms; and

WHEREAS, the arbitration has been pending since the 2014-2015 school year and BTU concluded the presentation of evidence in its case in chief to arbitrator Joseph Daly on June 18, 2018; and

WHEREAS, the parties desire to terminate the proceedings amicably and without further costly, protracted litigation;

NOW THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Committee and the Union do hereby agree as follows:

1. Unless otherwise specified the provisions of this settlement agreement will apply only to those schools named in Exhibit "A" attached hereto.

2. The Assistant Superintendent for Special Education or her designee will present to all school site councils at schools who currently have, or will eventually have, inclusion programming on the objectives of inclusion programming and will receive feedback on current or proposed models prior to any additional implementation beyond inclusion classrooms incorporated into buildings' schedules for the 2018-2019 school year. Schools on Exhibit A as well as the Lilla G. Frederick Pilot School and the Donald McKay K-8 School will receive the aforementioned presentations between September of 2018 and December of 2018. Traditional schools listed in Exhibit B will be the focus of these presentations between January of 2019 and June of 2019.

3. Inclusion classes in schools listed on Exhibit A shall be limited to 20 students and, unless otherwise provided herein, not more than 5 "inclusion" students among the 20. The contractual number of 6 inclusion students will be enrolled in the thirteen (13) inclusion classrooms listed on Exhibit C, provided that if during the 2018-2019 school year the number of inclusion students is reduced to fewer than 6 inclusion students, the number in that class will not subsequently exceed 5 inclusion students. Inclusion classrooms in schools listed on Exhibit A will be staffed with at least a 1.0 paraprofessional. For purposes of this paragraph, inclusion students are defined as students whose IEP calls for them to receive 240 or more minutes of specialized instruction within a general education setting, and who have a "3" special education code. No student whose IEP calls for them to receive 240 or more minutes of specialized instruction outside of a general education setting (generally, those who have a "4" special education code) may be placed in an inclusion classroom. All students who, based on the specialized instruction minutes called for in their IEPs, have a special education code of "1" or "2" (currently attributable to requiring 239 or fewer minutes of specialized instruction in any setting) shall be counted among the maximum of 15 (or when necessary 14) non-inclusion students. Special education services for students with a special education code of "1" or "2" shall have their specialized instruction provided by a special education teacher who is not the inclusion classroom teacher. For schools listed on Exhibit A, at the start of the school year in inclusion classrooms, students with IEPs will not exceed 50% of the total number of students in the class. If in the course of the school year the number of students on IEPs in a given inclusion classroom exceeds 50% of the total number of students in the class, the school leader and Assistant Superintendent (or designee) will consult with the classroom teacher to determine the best options for providing services to the students in that classroom.

4. BPS will not expand inclusion programming at schools not listed in Exhibits A or B prior to consultation with the union and adherence to the contractual process for inclusion implementation. Exhibit A shall contain a list of all schools in which inclusion was rolled out by district initiative beginning with the 2013-2014 School Year. Exhibit B shall contain a list of all other schools with inclusion programs.

5. BPS will provide at least four hours of voluntary professional development opportunities compensated at the contractual hourly rate in School Year 2018-2019 specifically geared toward inclusion programming best practices to all teachers who teach in inclusion assignments.

6. The school site inclusion planning teams called for in Article VA2(b) of the parties' collective bargaining agreement shall be convened starting in September of 2018 at each of the affected schools comprised of representatives reflective of the school site council (administrator, parent(s) and teachers). The parties agree that the Assistant Superintendent of Special Education will prioritize application of this paragraph at the Lilla G. Frederick Pilot School and the Donald McKay K-8 School. At schools with fewer than 300 students, the team shall include up to two BTU members, and at schools with 300 or more students, the team shall include up to three BTU members, chosen by the faculty in accordance with Article VA2(b) of the parties' collective bargaining agreement. BTU members who are members of inclusion planning teams that convene outside of regular work hours shall be compensated at the contractual hourly rate for up to 10 hours during the 2018-2019 school year.

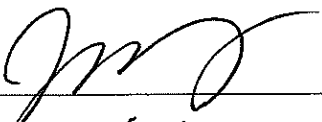
7. Teachers who obtained special education licensure as a result of the inclusion implementation that began in 2014 will be eligible for reimbursement up to \$1500 for expenses incurred. BPS and the BTU will confer regularly prior to June 30, 2019 as to the individuals who are eligible for said reimbursement.

8. During the 2018-2019 school year each classroom teacher assigned to an inclusion position in a school in Exhibit A will be afforded at least 2 hours per week of support from a member of a team of centrally deployed inclusion specialists. Subject to obligations of students' IEPs, no teacher will be obligated to accept the services of the inclusion specialist team. Additionally in the 2018-2019 school year each classroom teacher in an Exhibit C classroom shall be afforded a licensed Special Education teacher to provide direct services to students one day a week. In the cases of the King K-8 and Taylor Elementary Schools, both of which have two inclusion classrooms as listed on Exhibit "C", the provision of a licensed Special Education Teacher to provide direct services to students one day per week may take the form of such services being provided for one-half of a day to each of those classrooms one day of the week and for one-half of a day to each of those classrooms on another day of that week.

9. Nothing in this agreement shall affect the rights of either party in any other forum or proceeding, including without limitation AAA Case No. 17-01-0002-7332 or DLR Case No. MUP-17-6063. Nothing in this agreement shall affect the rights of the parties to make proposals concerning potential amendments to the current provisions of the collective bargaining agreement that relate to inclusion programming.

For the Boston Teachers Union Local 66
AFT Massachusetts, AFL-CIO
By its duly authorized agent,

For the School Committee of the
City of Boston
By its duly authorized agent,


Date: 9/11/2018

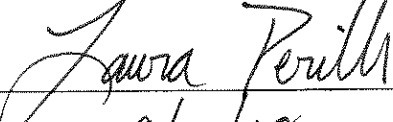

Date: 9/12/18

Exhibit A

Bates Elementary School
Blackstone Innovation School
Bradley Elementary School
Chittick Elementary School
Clap Elementary School
Condon Elementary School
Conley Elementary School
Curley Elementary School
Edison K-8 School
Everett Elementary School
Harvard/Kennedy K-8 School
PJ Kennedy School
King K-8 School
Lee K-8 School
Mattahunt Elementary School
Murphy K-8 School
Otis Elementary School
Quincy Elementary School
Taylor Elementary School
Sumner Elementary School

Exhibit B

Eliot K-8 School

Lilla Frederick Pilot School

Gardner Pilot Academy

Guild Elementary School

Haley K-8 School

Henderson School

Hennigan K-8 School

Higginson School (K-2)

Holmes Elementary School

Jackson/Mann K-8 School

Kenny Elementary School

Kilmer K-8 School

Lee Academy

Mary Lyon School

Manning Elementary

Mason Elementary

McKay K-8 School

Mendell Elementary

Mildred Avenue K-8 School

Mission Hill K-8 School

Roosevelt K-8 School

Young Achievers K-8 School

Exhibit C

Blackstone Elementary School	1 classroom
Chittick Elementary School	1 classroom
Condon K-8 School	1 classroom
Everett Elementary School	1 classroom
PJ Kennedy Elementary School	1 classroom
King K-8	2 classrooms
Mattahunt Elementary School	1 classroom
Murphy K-8 School	1 classroom
Sumner Elementary School	1 classroom
Taylor Elementary School	2 classrooms
TOTAL	13 classrooms