

TENTATIVE AGREEMENT
between the
Boston School Committee and the Boston Teachers Union

1 The Contract between the Boston Teachers Union, Local 66, American Federation of Teachers, AFL-CIO (the "Union") and the School Committee of the City of Boston (the "Committee") effective from September 1, 1986 through August 31, 1989 is amended as set forth below. The amended Contract shall be effective from September 1, 1989 through August 31, 1992, provided that it is ratified by both parties and that the City Council of the City of Boston votes a supplemental appropriation to the budget of the Boston School Department sufficient to fund the Contract for the first year.

2 The last two lines of the fourth paragraph of the Preamble shall be amended to read: "relief from non-teaching tasks, all matters related to school-based and zone-based management, and an increasingly effective curriculum."

3 A new Article III of the Contract shall be inserted immediately following Article II, and subsequent Articles shall be renumbered accordingly. The new Article III shall read as follows:

ARTICLE III
SCHOOL-BASED MANAGEMENT AND SHARED DECISION MAKING

A. Governing Philosophy

The Boston Teachers Union, the School Committee of the City of Boston, and the Superintendent of Schools agree that shared decision making at the school level is a goal to be achieved in the Boston Public Schools during the implementation of this collective bargaining agreement.

Shared decision making is a process in which all members of the education community at the school level collaborate in identifying problems, defining goals, formulating policy, and implementing programs.

The purpose of shared decision making is to create a climate in the schools where the faculty, parents, administration, students (at the high school level), and other community participants working together share the responsibility for school improvement, better student performance, increased satisfaction among professional educators, and greater commitment to and involvement with parents and the broader community.

The parties agree that Principals and Headmasters are the educational leaders at the school site. The Building Administrator is a key person in creating the environment necessary to bring about positive change. The Principal, Headmaster, and Teachers share with the School Site Council (where such is established) the responsibility to create an environment where learning and teaching are enhanced.

The parties recognize the most important interactions that affect student performance take place daily between teachers and students. Teachers, therefore, must be given a shared voice in decisions at the school site. The parties recognize that with this increased role in the decision making process the teachers at the school site assume more responsibility for the success of the school.

The parties recognize that parental involvement is essential to achieving success in school-based management. Therefore, parents shall be given a voice in decisions at the school site.

The parties realize that in order to achieve shared decision making at the school level a significant restructuring of schools must occur; and the parties agree to work cooperatively in an effort to bring about these necessary changes. Significant changes in the governance of school organization, instructional practices, staff roles, and community involvement will take time; they will not be accomplished in a single year; and the task will require a sustained commitment from the leadership of the Union, the School Committee, and the Superintendent of Schools.

B. Union-Management Committees

1. Steering Committee

A joint Union/School Department Steering Committee will be established to oversee the formation and operation of all other committees established under this Agreement to further school reform and improvement, including the School-Based Management Committee, the Professional Development Committee, and the Mentor Committee, as well as all School Intervention Teams. This Steering Committee shall be composed of the Superintendent of Schools and the President of the Boston Teachers Union, assisted by up to five additional members each. Decisions of the Steering Committee shall require the concurrence of the Superintendent and the President of the Union.

2. School-Based Management Committee

A joint Union/School Department School-Based Management Committee will be established to develop policies and guidelines on school-based management and to oversee their implementation. This Committee shall consist of up to five members appointed by the Superintendent and five members appointed by the President of the Union. It shall submit its recommendations to the Steering Committee for approval, and implement such policies as the Steering Committee directs. The Committee shall endeavor to operate by consensus as a role model to school-based decision making groups. Any deadlocks shall be reported to the Steering Committee.

The Union and the School Department recognize that the provisions of this agreement reflect a tentative consensus on a direction to move in reforming the schools. Both sides recognize that school-based management represents a new way of doing business with which they have limited experience. Success is likely to require much flexibility and learning from experience. Therefore the School Department and the Union agree to work together through the course of this contract period to assess and improve this structure for school-based management in light of experience.

C. Orientation Program on School-Based Management

The School-Based Management Committee will be responsible for creating an orientation program on school-based management for presentation during the 1989-1990 school year to all staff and interested parents and high school students.

D. Adoption of School-Based Management

Henceforth, each school in the system may choose to adopt school-based management whenever the Principal/Headmaster and 60% of the teachers at that school so agree. Once adopted, the Principal/Headmaster, teachers, parents, and students (in high schools) should elect representatives for a School Site Council to serve as the school's governing committee. The Union and Management believe that School Site Councils will not succeed if any constituency groups are left out of the process, therefore each group must endeavor to elect individuals who are representative of the ethnic diversity of their constituents, and the School-Based Management Committee will strongly encourage this.

E. School Site Councils

1. Composition

School Site Councils at schools adopting school-based management shall be composed as follows:

	Small Elementary Schools	Large Elementary Schools/Middle Schools	High Schools
Principal/ Headmaster	1	1	1
Teachers	5	6	7
Parents	3	4	4
Students	<u>0</u>	<u>0</u>	<u>1</u>
Total	9	11	13

School Site Councils may also have associate, nonvoting members, for example additional high school students and other representatives from the business or university community.

2. Mandate

The role of a School Site Council is to manage all matters that relate to the operation of the school, including priority and objective setting, design of the instructional program, budgeting and fundraising, purchasing and disbursement of funds, space utilization, hiring of new staff and in-transfer of staff from other schools in the system, selection and guidance of mentor teachers, parent-teacher relations and functions, solicitation and use of outside professionals and social service resources, and so on. To the extent possible, the Council should serve as the School Improvement Council for the disbursement of Chapter 188 funds and any similar functions that may arise. The Council might not replace other elected bodies, such as the School Parent Council or Faculty Senate, which, if they continue to operate, may be asked to deal directly with the Council, to advise it formally through their member representatives, or perhaps to merge with it for selected purposes.

Each School Site Council is responsible for finding ways to implement the intent of the provisions governing school-based management in ways that do not violate outstanding court orders.

3. Operation

It is expected that a School Site Council should operate by consensus, where lack of agreement is viewed as a signal that the best option has not yet been developed and put forward.

However, formally, decisions of a Council will require a majority vote with the Principal/Headmaster voting with the majority. The Principal/Headmaster is required to account in writing and in person (at a subsequent meeting) for any vote in contravention of a majority of the Council. In the event that a school has no sitting or acting Principal/Headmaster, the Zone Superintendent or his or her designee shall be substituted.

Unless agreed otherwise by the Council:

(a) A majority of a Council's members shall constitute a quorum, provided that the Principal/Headmaster, at least two teachers, and a parent are present.

(b) Meetings shall be held at least monthly.

(c) Meetings shall be chaired by the Principal/Headmaster or his or her designee.

4. Training

Representatives chosen to serve on School Site Councils will receive training (arranged by the School-Based Management Committee) beginning in the 1989-1990 school year that involves concept- and skill-building in at least the areas of team-building; collaborative, joint-problem-solving-style negotiation; parental involvement; and decision-making by consensus.

5. Dispute Resolution

In the event that a School Site Council reaches a deadlock on some important issue or repeatedly fails to reach consensus on issues, any three members may request that the Zone Superintendent designate a facilitator or facilitators to help improve the Council's process. All members of a Council are obligated to cooperate in good faith with any such facilitation.

In the event that facilitation is requested, the Union and the School Department recommend that the Zone Superintendent seek

facilitators from among the members of a School Site Council (or Councils) that is functioning well in the same Zone.

F. School Staffing

1. Decisions on the voluntary in-transfer of teachers, the hiring of new teachers for "real" vacancies, and consistent with the terms of the current contract the choice of teachers from the excess pool will be made by a Subcommittee of the School Site Council composed of two teachers, one parent, and the Principal/Headmaster, with a majority required for decision and with the Principal/Headmaster voting with the majority. Teacher and parent representatives on this subcommittee may designate temporary replacement representatives appropriate to the position being filled.
2. A school that has adopted school-based management and formed a School Site Council may make decisions on the voluntary in-transfers of teachers without regard to teacher seniority. In the event that the School Site Council is unable to reach a decision, the current contract provision shall apply.

G. Legal and System Requirements; Waivers

1. In managing the school, the School Site Council must comply with all applicable federal and state laws, regulations, and court orders, unless the school has sought and received a proper waiver from appropriate authorities. The School Department and the Union will cooperate through the School-Based Management Committee in efforts to seek appropriate waivers of state or federal policies or regulations or to seek statutory change.
2. A School Site Council may seek waivers from School Department regulations and School Committee policies. Waivers of School Department regulations are at the discretion of the Superintendent. Waivers of School Committee policy must be approved by the School Committee.
3. To the extent allowed by law, a School Site Council may seek a waiver of any provision of this collective bargaining Agreement, provided that 60% of the affected group covered under this Agreement vote in favor of seeking a waiver. Such waivers must be approved by a majority vote at a Union membership meeting and by a majority vote of the School Committee, if required. The Union agrees that, barring extraordinary circumstances, each request for a waiver of this Agreement

will be put to such a vote within 45 days of the request (excluding school vacations).

4. The School Based Management Committee will develop a process for facilitating requests for waivers.

SCHOOL ASSESSMENT

A. Annual Education Plans

1. Scope

Beginning no later than June 1, 1990, each school in the Boston Public School system must adopt a written Annual Education Plan that sets specific educational goals for the following school year, plans for meeting those goals, including budgetary requirements and contingencies, and proposed measures of success by which to gauge the achievement of the specified goals. The development of this plan is the responsibility of the School Site Council in schools that have one, or the Principal/Headmaster in schools that do not.

2. Approval

Each school's proposed Annual Education Plan must be submitted no later than June 1 of the prior school year to the Zone Superintendent. The Zone Superintendent, in consultation with the Zone Improvement and Planning Council, will either approve the plan or return it for revision. Any plan not approved or returned for revision within 60 days of submission will be deemed approved. If a plan is returned for revision, the Zone Superintendent shall provide a detailed written explanation of this decision and specific recommendations for revision of the Plan. The school will then have 30 days to submit a revised Plan. If a school and the Zone Superintendent cannot agree on an appropriate Plan by October 1 of the covered year, the various proposed drafts and comments thereon shall be submitted to the Steering Committee (or the School-Based Management Committee, if the Steering Committee so designates), which will review them and develop a Plan at the school for that year.

3. Content

The School Department and the Union recommend the following goals for possible inclusion in a school's Annual Education Plan:

- Improvement of reading scores

- Improvement of math scores
- Reduction of drop-out rate
- Reduction of discipline and behavioral problems
- Reduction of retention rates
- Improvement of student attendance
- Improvement of teacher attendance
- Improvement of student recruitment
- Increased enrollment under the Student Assignment Plan
- Retention of minority students (in exam schools)
- Increase in racial balance
- Increase in parent involvement
- Reduction in suspension rates
- Improvement in bilingual student achievement
- Improvement in special needs student achievement
- Increase in mainstreaming of bilingual students
- Increase in mainstreaming of special needs students
- Improvement in special education compliance
- Improvement in meeting bilingual education requirements
- Improvement of staff training programs
- Improvement in student evaluations of school
- Improvement in parent evaluations of school performance and climate
- Improvement in teacher evaluations of school
- Improvement in student writing samples
- Increase in participation in extracurricular activities
- Meeting budget
- Acquisition of increased extra-budgetary assistance

B. School Performance Assessment

1. Collection of Data

Performance-related data will be collected annually on all schools around a variety of system-wide and school-based criteria. Those measures which are applied system-wide shall be determined by the School Based Management Committee based initially on the report of the Boston Compact Measurement Committee. They may include, among other criteria:

- achievement test scores
- drop-out rates
- retention rates
- rate of students requesting transfer to other schools
- growth/attrition of enrollment under the student assignment plan
- rate of requested teacher transfers in and out

- student discipline
- parent, student, and staff satisfaction surveys
- percentage of eligible students who take achievement tests
- rate of growth in achievement
- rate of attendance (adjusted for unusual circumstances, such as a student or teacher's long-term absence due to illness):
 - > students
 - > staff

Additional criteria may be applied to a particular school in line with that school's Annual Education Plan.

2. Annual Assessment

Schools will be assessed annually, comparing performance to goals, beginning in June, 1990.

Schools whose performance is unsatisfactory will be responsible for detailing a plan for improvement in their next Annual Education Plan. In addition, schools whose performance is evaluated as unsatisfactory by the Zone Superintendent based upon the criteria established by the School Based Management Committee and the school's Annual Education Plan would be subject to review and assistance by a School Intervention Team that could recommend appropriate improvement measures, including but not limited to:

- additional time to attempt improvement, but not more than one year
- intensive monitoring
- assignment of part-time or full-time in-school specialists or consultants
- specialized staff development
- reallocation of staff duties
- replacement of some or all of the leadership team
- reassignment of some or all BTU-member staff

Schools whose performance is unsatisfactory can also *request* intervention from a School Intervention Team to help them formulate and implement an improvement plan.

C. School Intervention Teams

The School Intervention Team will be composed of three members chosen by the BTU and three members selected by the Zone Superintendent and appointed by the Superintendent. This committee will work with the school administration, staff, and parents to formulate an improvement plan.

Recommendations of the School Intervention Team are reached by majority vote and are subject to approval by the Zone Superintendent. If, after a year of intervention, the Team deadlocks 3-3 on a proposal for staff reassignment of an unsatisfactory school, that school will have an additional probationary year to attempt improvement following whatever guidelines on which the Team *can* agree. In addition, a new School Intervention Team will be appointed or assigned to that school, and a seventh member added who is jointly agreed to by the Superintendent and the President of the BTU.

No reassignment of personnel can be recommended before June, 1992.

The School Based Management Committee will develop a program of positive incentives for improved school performance and rewards for continued excellence in school performance.

PROFESSIONAL DEVELOPMENT

A. Professionalization

1. Professional Development

a) **Preamble.** One crucial factor in creating and maintaining an excellent public school system is the professional development of teachers and paraprofessionals.

While the major responsibility for defining, developing, and implementing a plan for professional growth lies with the individual teacher or paraprofessional, the School Department and the Union agree that it is in their best interest to work together to facilitate, support, and provide resources and opportunities for teachers to exercise that responsibility. Professional development will increase teacher effectiveness, confidence, morale, commitment, and ability to improve the quality of education offered to students in the Boston Public Schools. Professionalization will also improve the School Department's ability to attract, develop, and retain excellent teachers.

b) **Definition.** Professional development is the process by which teachers, individually and jointly, increase, enhance, improve, and update their existing knowledge base and skills.

c) **Structure and Content.** The central issues that should determine the structure and content of professional development opportunities are what teachers, mentors, and evaluators identify as needs and as the most effective, efficient way to meet those needs. The range of possibilities for

structure and content of teacher professional development might include such items as:

- > granting teachers a sabbatical to pursue an advanced degree program at a university or college
- > providing staff support and resources for a teacher-designed, school-based workshop held on a single afternoon
- > zone-sponsored mini-sabbaticals spread over several months
- > exchange programs for math, science, and computer teachers with business, industry, and government
- > courses or seminars designed and tailored to respond to needs identified by Boston teachers and offered at school sites around the city
- > courses, seminars, and workshops available over educational television.
- > in-school collaboration for a period of weeks or months with a specialized professional

d) **The Agreement.** The Committee and The Union agree to establish a seven-member Professional Development Committee to facilitate, develop, conduct, and support professional development for teachers and paraprofessionals.

The Professional Development Committee will study the following issues and others related to the development of professionals in the schools, and develop recommendations and plans for implementation, including plans for raising external funding where it may be available. These recommendations and a plan for implementation by March, 1990, will be presented to the Steering Committee. If approved by the Steering Committee, it is expected that the Professional Development Committee's recommendations will then be implemented as soon as possible:

- a) Reduction in the burden on teachers of non-teaching tasks and paperwork;
- b) Improving the system-wide access of teachers to computers;
- c) Improving the availability of telephones to teachers to facilitate communication with parents.

On the following issues, it is expected that the Professional Development Committee's recommendations will be implemented in the second year of the contract provided funding is available (money for general school purposes or external funding):

- d) A professional development institute along the lines of the Schenley model (a teacher learning center), equipped with appropriate resources including professional literature;
- e) A career development program for paraprofessionals supportive of their attaining teacher certification
- f) "Reduced-" or "no-cost" courses for teachers.

On the following issues it is expected that the School Department will budget funds to implement the Professional Development Committee's recommendations (as approved):

- g) Recruiting current high school students as future teachers in the Boston Public Schools;
- h) Job sharing, which will be implemented in the second year of the contract, at least up to some cost ceiling to be determined.

On the following issues, which are expected to have relatively little economic impact on the School Department budget, it is expected that the Professional Development Committee's recommendations will be implemented as approved:

- i) Assistance and cooperation for teachers in seeking outside grants for creative approaches to the teaching task;
- j) The Business Exchange Program;
- k) Peer teaching (co-counseling).

2. Sabbaticals

There will be 35 sabbaticals (or the dollar equivalent in part-time sabbaticals) in the first year of the contract as previously agreed. In the second and third years of the contract there will be either 35 sabbaticals or an equivalent expenditure for a professional development option recommended in the alternative by the Professional Development Committee.

Paraprofessionals shall be eligible for sabbaticals beginning in the 1990-91 school year.

3. Educational Conference Days

There will be 2000 days annually across the system budgeted for educational conference days that may be used for educational conferences, for visiting other schools locally, for teacher conferences, and for similar professional activities. The Professional Development Committee will be responsible for determining how such days will be allocated among schools.

4. Performance Evaluation

The Professional Development Committee shall also be responsible for developing a revised performance evaluation tool and process by April, 1991. The performance tool is expected to include a

four-grade rating system, unless the Committee agrees on an approach they feel is better. The current evaluation system shall remain in place for the 1989-1990 school year. Teachers receiving an "Excellent" evaluation during the 1988-1989 school year will next be reviewed in 1990-1991. Provisional teachers will continue to be evaluated annually.

MENTORING

- a) **Preamble.** The Committee and the Union agree that a mentoring system to provide support and training for new teachers and a structured system for veteran teachers to continue to gain and share expertise is an essential goal for developing excellence in the Boston Public Schools.
- b) **Definition.** Mentoring is the process by which a practicing member of the profession who has demonstrated excellence in the profession and can, with training share that expertise with others, offers structured training and support to members of the profession.
- c) **The Agreement.** The Committee and the Union agree on the establishment of a new position entitled "Mentor Teacher."

1. Mentor Committee

A Mentor Committee will be established to design the job description and operating model for mentor teachers, and to select such teachers. This seven-member committee will be composed of four teachers appointed by the Union and three members appointed by the Superintendent. Recommendations of the committee require at least five votes in favor to send them to the Educational Reform Steering Committee for approval. The committee's goal is to implement a mentoring program as soon as possible, with a target of January, 1990.

Teachers will apply for the position. Once selected, they will be provided appropriate training for the role.

Mentor teachers will be school-based to the extent possible, supplemented by zone-based mentors as needed. There will be flexibility and input at the school level about how the program is implemented at that school.

The mentoring program will aim to establish a one-to-one relationship between a mentor teacher and all newly hired teachers. In the first year of the contract, mentor teachers will be provided to all new elementary teachers and new teachers in one pilot middle school.

and high school. Full implementation in middle and high schools will be phased in over the second and third year of the contract. Mentor teachers from different schools will meet together several times during the year to share ideas and experience.

Mentor teachers will have appropriate released time during the school day and will use additional time after school and before and after the school year in accord with the working model designed by the Mentor Committee. They will receive a salary supplement of 1/10 of their ten-month salary. Mentor teachers who accept more than one mentee will receive additional release time and compensation in accord with the job model designed by the Mentor Committee. The parties will cooperate on the use of Horace Mann grants to help support the expense of mentor teachers.

2. Peer Assistance Program

The Professional Development Committee shall help to establish a voluntary Peer Assistance Program to be implemented by September, 1990. Teachers who request assistance would be eligible for help from a peer or peers in improving their performance as a teacher. Release time and other professional development resources would be provided to support the peer(s)' efforts within a system-wide budget of \$40,000 per year or other amount approved by the Steering Committee. The Professional Development Committee shall engage in ongoing review of this program and provide a report on and additional recommendations for modifying and improving this program at least annually.

The peer assistance activity shall proceed parallel to and independent of the normal supervisory and evaluation process. Peers will not be permitted to testify (in person or through hearsay) in any disciplinary process, although the fact of an employee's participation or decision not to participate would not be excludable.

OTHER AGREEMENTS

1. Early Learning Centers

Provided that staff at early learning centers continue to arrange coverage during school vacations by staggering their work schedules, staff required to work in excess of ten months shall be paid on a pro rata basis for the additional time.

2. Clinical Coordinators

Clinical coordinators shall be reimbursed the cost of their professional supervision beginning with the commencement of this contract.

3. Caseloads

A. Evaluation Team Leaders

The current number of ETLs shall be maintained for the 1989-1990 school year. The systemwide ratio of ETLs assigned to public schools to their students shall be 1:140 for the duration of this contract.

Additionally, a joint Union-Management committee shall be established consisting of four ETLs, appointed by the Union, and three administrators appointed by the Superintendent. Decisions of this committee shall be made by majority vote with the responsible administrator voting with the majority. This committee shall deal with the following issues:

- > equitable assignment of ETLs
- > review of the current caseload formula
- > non-ETLs performing ETL work
- > any other issues that the committee deems appropriate

B. Nurses

The parties agree with respect to staffing of nurses to implement the recommendation of the current fact-finding working group, except that staffing for year one of the contract shall be increased by four positions and, in year two, by an additional three positions.

A joint Union-Management committee similar to the ETL committee described above will be established for nurses to discuss equitable assignments and other related issues the committee deems appropriate.

C. Speech and Language Pathologists

For the 1989-90 school year, four additional speech and language pathologists will be added. Speech and language pathologists shall have a maximum average annual systemwide caseload of one pathologist to forty-five (45) assigned students.

A joint Union-Management committee will be established as above.

4. Affirmative Action

The School Department will advertise and target all bargaining unit positions at the examination schools for minorities until those schools meet their court-ordered percentages for minority representation on the faculty. Circulars will clearly state that these procedures are undertaken to comply with federal court orders. The Union agrees not to grieve these postings.

The School Department agrees that if it is unable to reach the court-mandated percentages of minority faculty by the 1990 deadline, it will not undertake involuntary excessing to meet the goals at that time. Instead, both parties agree to petition the court for an extension of time to achieve compliance.

The School Department will identify schools where minority representation among teachers is significantly less than the systemwide percentage for that particular level and will work in cooperation with the Union and the School Site Council (or principal/headmaster if there is no School Site Council) to increase that percentage.

5. Recall Rights

Teachers currently on the recall list because they were laid off in 1981 and 1982 will be required annually beginning in November, 1989, to confirm in writing (within 45 days of notification) their interest in remaining on the recall list. Teachers not complying will be dropped from the list. The School Department will mail this notification to the teacher's last known address, and provided it does so, the Union will not grieve a failure or delay of actual notice.

6. High School Class Size

Maximum class size at the high school level will be 33 effective 1989-90 and this issue will be referred to the Professional Development Committee to explore a "caseload" option for future years. Any recommended option shall be subject to ratification by both parties.

7. Elementary Planning and Development

There shall be no change for the first two years of this contract in the number of elementary planning and development periods. In the third year of the contract, each elementary teacher will be scheduled for four planning and development periods.

8. Personal Leave

The second paragraph of section IV.A.8.(f)(1) is amended to read "Except at the discretion of the building administrator, not more than five (5) percent" of the teachers in a building shall be eligible for personal leave on the same day. The following sentence is added: "No teacher may take a personal day on both the day immediately preceding and the day immediately following a school vacation."

The second sentence of section IV.A.8.(f)(3) is amended to read "three (3) such personal days" instead of "two (2) such personal days" with respect to adding unused personal days to the following year's sick leave entitlement.

9. Career Awards

All bargaining unit members not on the salary grid shall be eligible for their first career award after seven (7) years of service.

10. Substitutes

All substitutes shall be eligible for professional development activities under guidelines established by the Professional Development Committee.

Substitutes shall carry over earned sick leave upon becoming teachers under contract (but not vice-versa).

After thirty (30) days of continuous assignment in a long-term substitute position, the per diem rate for the substitute shall increase to \$100.00 in year one (\$107.00 in year two, \$114.00 in year three); after sixty (60) days of such continuous assignment, the substitute shall be compensated equivalent to the level of Bachelors/Step One. Such increases in per diem rate shall be implemented only so long as the substitute remains in the same long-term

assignment. Such substitutes shall have reasonable assurance of employment only to rank and salary of substitute teacher.

11. Paraprofessionals

Paraprofessionals shall be allowed to use sick leave days for family illness as permitted in teacher's contract.

Paraprofessionals shall be eligible for sabbaticals beginning in the 1990-91 school year.

Paraprofessionals are eligible to serve in the faculty slots on a School Site Council.

In principle it is agreed that paraprofessionals will be eligible for all professional development activities available to teachers. In practice, the Professional Development Committee may recommend some exceptions or modifications to this general principle in specific cases.

Paraprofessionals shall be eligible for severance pay as allowed in the teacher's contract.

Paraprofessionals shall be eligible to carry over sick leave upon moving into the teacher bargaining unit.

12. The following items shall be the Subject of Continuing Negotiations:

-- The caseload of guidance counselors

-- Issues arising from the implementation of the Student Assignment Plan
-- Coaches/Swimming Instructor issues

-- The effect of changes in the program areas covered by state certification and other program area issues

-- In light of pending legislation, the possible application of legally-mandated residency requirements for paraprofessionals

-- The application of legally-mandated residency requirements for other employees shall be the subject of continuing negotiations to be completed and effective by September 1, 1989. It is understood that any such requirements will not be applicable to any current employees, employees promoted into a covered positions, or employees (including teachers) exempted by law, and will remain applicable only so long as required by law.

-- The performance evaluation process for paraprofessionals shall be the subject of continuing negotiations to be completed by December 31, 1989.

13. Items for Continuing Discussions

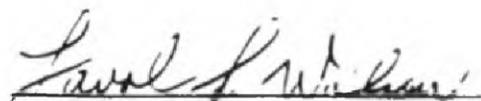
-- The option of establishing a sick leave bank shall be the subject of further discussions.

Salary and Health & Welfare Fund

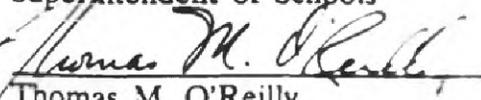
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Teacher's Salary (Rates & Differentials)	7%	7%	7%
Paraprofessional's Salary	5%	5%	5%
Teacher's Health & Welfare	+ \$63	n/c	n/c
Paraprofessional's Health & Welfare	+ \$37	n/c	n/c
Paraprofessional Career Award	+ \$700 > 9 + \$500 > 14 + \$500 > 19	n/c	n/c
Substitute's Salary	7%	7%	7%

The salary increases and career awards agreed to for the first year of the contract shall become effective December 1, 1989 and the Superintendent agrees to rescind notices of potential layoffs sent to tenured teachers and swimming instructors upon Union ratification of this agreement.

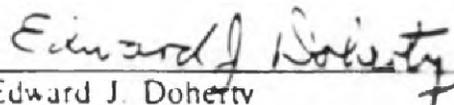
This agreement is subject to ratification by the Boston School Committee and the Boston Teachers Union.



Dr. Laval S. Wilson
Superintendent of Schools



Thomas M. O'Reilly
President, Boston School Committee



Edward J. Doherty
President, Boston Teachers Union

<u>Contract Item</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
17. Early Learning Centers	\$25,000	\$1,750	\$1,873
18. Salary Conv. for Subs	\$500,000	\$35,000	\$37,450
TOTALS:	\$15,420,409	\$14,914,680	\$17,548,373
INCREMENT OVER PRIOR YEAR:		\$ (505,729)	\$ 2,633,693
PRORATED COST: (First Year Only)	\$11,562,757		