

# **AGREEMENT**

**BETWEEN**

**THE PITTSFIELD SCHOOL COMMITTEE**

**AND**

**THE UNITED EDUCATORS OF PITTSFIELD**

**AUGUST 25, 2018 through AUGUST 24, 2021**

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## AGREEMENT

This AGREEMENT is made and entered into by and between the Pittsfield School Committee (hereinafter referred to as the COMMITTEE) and the United Educators of Pittsfield, MTA/NEA (hereinafter referred to as the UEP).

### ARTICLE I RECOGNITION

- A. The COMMITTEE recognizes the UEP as the exclusive bargaining agent for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for:

All full and part-time classroom teachers, guidance counselors, department heads, team and unit leaders, head teachers, Supervisors of Attendance, coaches, librarians, media specialists, teachers of students with special needs, speech therapists, caseworkers, clinical social worker, in-house suspension teachers, peer mediation counselors, certified ESL teachers, Supervisors of Vocational Education, Instructional Technology Specialists, evening school teachers, ABE teachers, TPP instructors, mentor teachers, school nurses, school nurse leader, occupational therapists, physical therapists, academic coaches, and extra-curricular personnel, excluding the Superintendent, Assistant Superintendents, substitute teachers and all other employees of the school system.

- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".
- C. Classroom teachers shall include all members of the unit who regularly instruct groups of students.

### ARTICLE II MANAGEMENT RIGHTS

- A. The operation and management of the Pittsfield Public Schools, and the supervision of the teachers and of their work, are the rights of the COMMITTEE alone. These rights include, by way of illustration and without being limited to, the following: the right to make reasonable rules to assure orderly and effective work; to make and oversee the implementation of educational policy; to determine the quantity and types of educational equipment and materials to be used; to introduce new methods and facilities; to make and

institute work schedules; to determine what and where duties will be performed and by whom; to evaluate teachers competency; to hire, transfer, promote, layoff, and recall teachers; and to demote, discipline or discharge teachers for just cause.

- B. The foregoing enumeration of the COMMITTEE'S rights shall not be deemed to exclude other rights not specifically set forth, the COMMITTEE therefore retaining all rights not otherwise specifically restricted by this Agreement.
- C. The failure by the COMMITTEE to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of any of the rights of the COMMITTEE to control, operate and manage the schools. Nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent rights of the COMMITTEE except that none of these rights shall be exercised by the COMMITTEE contrary to any specific provision of this Agreement.
- D. Except when it can be shown that conduct or action by the COMMITTEE is in violation of a specific provision of this Agreement, such conduct or action shall not be subject to the grievance or arbitration procedures of this Agreement.

### ARTICLE III

#### POLICY AND PRACTICE

- A. The parties acknowledge that during the negotiations which resulted in the Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth by this Agreement.
- B. Any previously adopted policy, practice, rule, or regulation existent which is in conflict with any provision of this Agreement is superseded and replaced by the applicable provision of this Agreement.
- C. Any previously adopted policy, practice, rule or resolution of the COMMITTEE which effects mandatory subjects of bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the COMMITTEE



without affording the UEP notice and an opportunity to bargain regarding the impact of the change prior to its implementation.

- D. The COMMITTEE shall not during the life of this Agreement adopt any policy, practice, rule, or regulation with respect to wages, hours, standards of productivity and performance, and any term and condition of employment inconsistent with the terms of this Agreement, without prior negotiations. Such negotiations shall not compel either party to agree to a proposal or make a concession.
- E. As to every matter not covered by this Agreement, the COMMITTEE retains all the powers, rights and duties as set forth in Article II and may exercise the same without any such exercise being made the subject of negotiations and/or arbitration proceedings. The COMMITTEE may bring such matters to the UEP for discussion for the purpose of obtaining input from the UEP. The introduction of such matters by the COMMITTEE does not constitute a basis for negotiations and/or arbitration proceedings on such matters.
- F. The UEP may bring such matters to the COMMITTEE for the purposes of providing input by the UEP. The introduction of such matters by the UEP does not constitute a basis for negotiations and/or arbitration proceedings on such matters.
- G. During the life of this Agreement, the parties hereto may, by mutual consent, amend this Agreement.

#### ARTICLE IV

#### NO STRIKE

- A. The parties agree that there shall be no strikes of any kind whatsoever, no work stoppages, withholding of services, slowdowns, or interference with or interruption of the functioning of the school system by any teachers or the UEP.
- B. Nor shall there be any strike or interruption of work because of any disputes or disagreements between any other persons, Employers, Associations, Federations or Unions who are not signatory parties to this Agreement.

- C. Teachers who violate this provision shall be subject to disciplinary action, including discharge for just cause.
- D. The Committee reserves the right to immediately pursue all legal courses of action against both the UEP, its affiliates and the teachers in the event of a strike as defined above, including their right to go to Arbitration as set forth in Article V of this Agreement.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 1. Definitions**

- A. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.
- B. A "grievant" on any issue covered by the terms of this Agreement is any teacher, group of teachers having a common grievance, or the UEP.
- C. A "party of interest" is a grievant, witness, person, group of persons or organization who might be required to take action or against whom action might be taken in order to resolve the grievance.

**Section 2. Procedures**

**A. Level One: (Immediate Superior Level)**

- 1. A grievant will first discuss a complaint with the immediate superior together with or through a UEP representative if the grievant so desires, with the objective of directly resolving the matter informally.
- 2. If the grievance is not resolved informally, the grievant may submit directly, together with or through the UEP, a written grievance to the principal of the building or to the immediate superior of the grievant. Within ten (10) calendar days after receiving the grievance, the principal or immediate superior shall communicate his decision in writing.

**B. Level Two: (Superintendent Level)**

- 1. The decision of the building principal or the immediate superior may be appealed in

writing by the aggrieved directly, together with or through the UEP to the Superintendent of Schools or his designated representative within ten (10) calendar days after the decision of the principal or immediate superior has been received by the aggrieved.

2. The Superintendent of Schools or his designated representative shall meet with the aggrieved directly, together with or through a UEP representative, within ten (10) calendar days after receipt of the appeal.
3. The Superintendent of Schools shall submit a decision in writing within ten (10) calendar days.
4. If the grievance involves a personnel matter and is not resolved at this level it may be submitted directly to Level Four (Arbitration).

**C. Level Three: (School Committee Level)**

1. If the grievance is not resolved at Level Two and involves a contract interpretation issue, the grievance may be appealed in writing to the School Committee within ten (10) calendar days after the decision has been received by the aggrieved and the UEP.
2. The School Committee or the Negotiating Subcommittee of the School Committee shall meet with the grievant and the UEP representative in executive session within fifteen (15) calendar days of receipt of the appeal.
3. The School Committee shall communicate its decision in writing within fifteen (15) calendar days of the meeting with the grievant and the UEP representative.

**D. Level Four: (Arbitration)**

1. If the grievance is not settled at Level Three and the UEP determines the grievance is meritorious, it may file for Arbitration. If the UEP files for Arbitration, it shall notify the Committee within thirty (30) calendar days of the decision at Level Three. The filing of a written demand for Arbitration with the AAA shall be the method of notifying the COMMITTEE of the UEP'S intent to appeal. The date

postmarked on the envelope containing the AAA demand shall be deemed the date of filing.

2. The arbitrator so selected will confer with representatives of the School Committee and the UEP and hold hearings promptly, and will issue his decision not later than twenty (20) days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law, or that is violative of the terms of this Agreement. The arbitrator shall be without power or authority to extend beyond the submission agreement, or to add to, delete from, modify or alter the terms of this agreement. The decision of the arbitrator shall be submitted to the School Committee and to the UEP and shall be final and binding.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the UEP provided, however, a party who cancels or postpones a hearing without the required notice to the AAA or the Arbitrator shall pay the full cost of any fees of the AAA and/or the Arbitrator.
4. If the COMMITTEE claims the UEP has violated any provisions of Article IV, the No Strike Clause, it may present such claim to the UEP, in writing, and if the parties fail to settle the matter within ten (10) calendar days, the COMMITTEE may submit the dispute to arbitration under the provisions of Level Four of this Article.

### Section 3. General Provisions

- A. Representation: Any "party of interest" may be represented at any level of this procedure by a person of his own choosing, except that a grievant may not be represented by an officer or a representative of any organization other than the UEP. Whenever a grievant is not represented by the UEP, the UEP shall be given five (5) days prior notice of a hearing, have the right to be present and to state its views at all levels of this procedure. The UEP shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.
- B. Timeliness: In order for a grievance to be timely, it must be filed in writing within thirty (30) days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance.
- C. Failure of a grievant to file in writing a complaint within thirty (30) days, or to proceed to the next step as provided in the procedures, shall cause the grievance to be deemed to have been waived. Failure of the COMMITTEE and/or its agents to respond as provided in the procedures at any step shall constitute a denial of the grievance and the grievant shall have the right to proceed to the next step in the procedure.
- D. Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.
- E. The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition of such grievance, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such teacher or teachers who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance.
- F. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request that all such documents, communications and records be included in his personnel file.

- G. At Arbitration the grievant and the School Committee shall have the following rights:
1. To be present at the hearing;
  2. To hear testimony;
  3. To give testimony;
  4. To call others to give testimony;
  5. To question, whether personally or through a UEP or COMMITTEE representative, any person giving testimony.
- H. Except in cases of arbitration hearing, grievances shall ordinarily be processed at times which do not disrupt the educational programs in the schools or interfere with the teachers' responsibilities.
- I. If grievances are processed during the school day by mutual agreement of the parties, then release time shall be provided to all parties of interest without loss of pay or benefits.
- J. Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.
- K. Nothing herein shall require the UEP to process a grievance through arbitration.
- L. Grievances shall be initiated at the administrative level giving rise to the grievance. If the administrator determines that the grievance has been improperly filed at his level, he/she shall so notify the grievant.
- M. The original filing shall be valid for timeliness as provided in the various levels of the grievance process.
- N. Class or group grievances involving more than one grievant shall identify the class affected by the grievance at Level One of the grievance procedure.
- O. At a School Committee grievance hearing, the UEP and/or the teacher shall have the right to fully present their position regarding the grievance, including the right to speak on their own behalf, to have UEP representation, and to produce support for their position through documents or other persons.

**ARTICLE VI**  
**WORKING CONDITIONS**

**Section 1. Work Year**

- A. The work year of teachers, except as set forth below for new personnel, shall be 183 days. The instructional work year will begin no earlier than September 1, and will terminate no later than June 30. Input from the UEP will be solicited in developing the school calendar.
- B. Department heads may be required to work up to five (5) additional days each school year. These days will be scheduled by mutual agreement of the department head and building principal. Any such days worked shall be compensated as set forth in XV § 3.
- C. The mandatory work year for guidance counselors may be extended by the building principal, up to a total of forty (40) days for the counselors at each high school, and up to a total of twenty (20) days for the counselors at each middle school, as follows:
1. the five working days immediately after the end of the school year, and the five working days immediately before the start of the teachers' work year, may be required work days for any or all guidance counselors;
  2. other days that may be required, as set forth below, shall be scheduled by the building principal in consultation with the counselor;
  3. the guidance department head at each high school may be required to work up to twenty (20) additional days per contract year between the end of one school year and the start of the next; and
  4. all other guidance counselors may be required to work up to ten (10) days per contract year between the end of one school year and the start of the next.
- D. New personnel may be required to attend orientation and training of up to three (3) additional days in the week preceding the start of the teachers' work year. New personnel may also be required to attend annual orientation or training of up to three (3) hours in length each for a total of up to fifteen (15) hours during the first three (3) years of employment (i.e., up to forty-five (45) hours total during the first three (3) years of

employment). In consideration of the third day prior to the start of the teachers' work year, first year teachers will be given the option of working in their building/room during the county-wide professional development day. If a teacher chooses this option, the time will be teacher directed provided the time must be used in a manner related to their professional responsibilities.

## **Section 2. Work Day**

A. Except as set forth in subsection B, below, commencing with the 2004-05 school year, the workday for teachers will be as follows:

1. Elementary Level:

- |                                 |  |
|---------------------------------|--|
| a. Reporting time:              | 8:30 a.m.  |
| b. Start of instructional time: | 8:45 a.m.  |
| c. End of instructional time:   | 3:15 p.m.  |
| d. End of workday:              | not earlier than 3:25 p.m.,<br>otherwise as decided pursuant to § 2.E.,<br>below |

2. Middle School Level:

- |                                 |           |
|---------------------------------|-----------|
| a. Reporting time:              | 7:25 a.m. |
| b. Start of Instructional time: | 7:35 a.m. |
| c. End of Instructional time:   | 2:28 p.m. |
| d. End of workday:              | 2:35 p.m. |

3. High School Level:

- |                                 |           |
|---------------------------------|-----------|
| a. Reporting time:              | 7:20 a.m. |
| b. Start of instructional time: | 7:25 a.m. |
| c. End of instructional time:   | 2:20 p.m. |
| d. End of workday:              | 2:29 p.m. |

Notwithstanding the above, a modified and/or evening schedule shall be allowed. Any such schedule must be approved by both parties.

B. The COMMITTEE, with prior consultation with the UEP, may annually schedule the start of the elementary instructional day between 8:40 a.m. and 9:10 a.m.; the start of the middle school instructional day between 7:35 a.m. and 8:05 a.m.; and the start of the high school instructional day between 7:25 a.m. and 7:55 a.m. Whenever the COMMITTEE acts pursuant to this subsection it shall ensure that the difference in total



minutes between a teacher's contractual reporting time and the start of the instructional day, the difference in total minutes between the end of the instructional day and the end of a teacher's contractual workday, the total number of minutes between a teacher's reporting time and the end of her/his contractual workday, and the total number of minutes in the instructional day, shall be as set forth in § 2.A of this Article.

- C. Ten (10) half-days of in-service training shall be provided to members of the bargaining unit during the school year. The content of eight (8) of these half-days shall be District driven, and two (2) of the half-days shall be teacher driven (Note: The parties agree to reopen the contract regarding the preceding sentence upon the conclusion of the 2012-2013 school year). The type of professional development (i.e., District driven or teacher driven) will be included in the school calendar commencing with the 2013-2014 school year. A Professional Development Committee, chaired by the Deputy Superintendent, shall be convened quarterly and will include the following: members selected by the UEP, members of the curriculum department, members of the technology department, school principals, the Director of Special Education (or designee), and members of the PEAA.

The goal of the Professional Development Committee will be to work collaboratively in developing both district and site based professional development plans. These plans will balance required compliance training, with content specific, and site based needs. All professional development shall be centered on opportunities for professional growth that will align with district goals – specifically the advancement and achievement of students. In doing so, professional development opportunities will support the professional recertification of unit members in a timely manner.

An annual professional development survey will be developed to gather feedback regarding the efficacy of the professional development programs and the needs of unit members. The Professional Development Committee will recommend a Professional Development Plan to the Superintendent for his/her review. The Superintendent will prepare a final plan, which will be provided to the Pittsfield School Committee.

The Professional Development Committee chairperson will issue a request for proposals (RFP) prior to the December break that will include an RFP form created jointly by the Professional Development Committee. Staff members must submit their proposal(s) on or before the Friday before February break. After the Professional Development Committee vets and the Superintendent approves, all approved proposals will be posted by April 30th for staff to choose his/her professional development workshop(s). The staff will then have five (5) school days to complete and submit their choice(s) in writing to the Professional Development Committee. Staff member(s) who do not submit their selections within that timeframe will be assigned to professional development by the Professional Development Committee chairperson. No later than the last day of school, all facilitators will be informed as to which workshops will be running in the subsequent school year. All staff members will be informed of their workshop assignments as soon as possible.

To facilitate this process, the UEP will distribute a communication explaining the RFP process, including how to fill out the RFP form with an example and a timeline, by November 1<sup>st</sup> (for the 2012-2013 school year only, the date shall be November 30<sup>th</sup>). Bargaining unit members who are chosen to present professional development shall receive one-half hour of compensation at the Workshop Leader Teacher hourly rate for every hour of presentation (i.e., if a bargaining unit member provides a three hour presentation, the member will receive one and one-half hours of compensation).

- D. The COMMITTEE and the UEP shall establish a study group on academic and other aspects of student scheduling. The plan or plans developed, if recommended by the study group, and approved by the building principals and the Superintendent of Schools, shall be submitted to the COMMITTEE and the UEP for ratification.
  
- E. It is expected that, in compliance with D.E.S.E. evaluation guidelines, staff will attend to reasonable parent/student requests for assistance in a timely fashion. The Committee and UEP agree that teachers may meet with parents and/or students to provide academic assistance outside contract hours up to forty (40) minutes per week during work to rule.

**Section 3. After School Meetings**

- A. Teachers may be required to remain after the end of the regular workday without additional compensation for no more than two (2) staff meetings each month to commence no later than fifteen (15) minutes after the end of the instructional day and teachers will not be required to remain more than one (1) hour after the meeting begins.
- B. Such meetings are not cumulative and shall deal exclusively with matters related to education or school management.
- C. In regard to specialists who are assigned to more than one (1) building, said specialists will attend the staff meetings scheduled at the school where they are assigned the majority of the time. If a specialist is scheduled an equal amount of time in more than one (1) building, then the specialist will be assigned to attend staff meetings on a case-by-case basis, but in no event will he/she be required to attend more staff meetings than provided in section A above.

**Section 4. Evening Meetings**

- A. Teachers may be required to attend three (3) evening meetings a year including National Education Week programs. In those schools and classes

where parent-teacher conferences are held in lieu of the written report cards, teachers may be required to attend two (2) additional evening meetings.

- B. Evening meetings shall be defined as any required meeting after regular school hours excluding weekends and meetings covered under Section 3 above or elsewhere in the contract. These meetings may not exceed three (3) hours in length and cannot extend beyond 9:00 p.m. Additionally, two (2) evening meetings cannot occur on the same day. The COMMITTEE will make every effort to ensure that the Principal or his/her designee remain in the building for the duration of each evening meeting.

### **Section 5. Lunch Period**

Teachers shall be provided with a duty-free lunch period of thirty (30) minutes. The thirty (30) minutes will be consecutive and uninterrupted.

### **Section 6. Assignment**

- A. A Middle School or High School teacher may be assigned outside his or her area of certification as allowed by the Massachusetts Department of Education provided that a full-time teaching schedule is maintained by all other teachers possessing certification in the subject involved.
- B. Teachers shall be consulted when changes in grade assignment or subject in Elementary and subject assignments in Middle School and High School are contemplated by the administration. Such changes in assignment shall be voluntary whenever possible.
- C. Consistent with the above, employees shall be notified of their assignment for the succeeding school year as early as possible but no later than August 1.

### **Section 7. Teaching Load**

#### **A. Elementary School Teachers**

- 1. Elementary teachers will be provided with five (5) preparation periods during any five (5) day teaching cycle with one (1) preparation period daily. Teachers cannot leave the school building during the preparation time, except for school related activities. Teachers will not be responsible for the preparation or distribution of plans/materials used by employees assigned to cover preparation periods not covered

by specialists. Summer curriculum workshops and one workshop day during the school year may be provided to develop instructional activities for the periods not covered by a specialist.

2. Elementary principals will provide time during the school day for elementary teachers to confer with special education teachers about students.
3. Each elementary school will establish their own lunch and recess schedules. This will be done using the principle of site-based decision making.

B. Middle School Teachers.

1. The workday for teachers in the Middle School will be seven (7) periods a day on non-activity/club days and eight (8) periods a day on activity/club days.
2. Teachers in the middle schools will normally be assigned to not more than twenty-five (25) teaching periods or the equivalent. Full-time teachers will be guaranteed an individual preparation period or its equivalent during each instructional day and two (2) or more periods of common planning time per week. Teachers cannot leave the school building during the preparation time, except for school related activities. Team teachers will have no more than three (3) supervisory periods per week. Full-time non-team teachers with less than twenty-five (25) instructional periods per week will not have more than seven (7) supervisory periods and no more than two (2) per day.
3. Teachers in the middle school may volunteer with the agreement of the principal and the UEP to teach additional class periods to a maximum of 27. Teachers so assigned 27 periods will have three (3) supervisory periods eliminated. Teachers so assigned 26 periods will have two (2) supervisory periods eliminated. Teachers so assigned 25 periods will have one (1) supervisory period eliminated.
4. It is agreed that if any two (2) activity/club periods per week are scheduled, teachers may be assigned on a voluntary basis to supervise said activity/club period or be assigned to a directed-study activity.

5. Full-time teachers who spend a minimum of three (3) periods daily in Grades 7 or 8 shall have a schedule of five (5) teaching periods, one (1) supervisory period and one (1) preparation period.
6. It is agreed that if two (2) club periods per week are scheduled in Grades 6, 7 and 8, teachers may voluntarily supervise said club periods, and/or instead, be assigned to supervise study periods.

C. High School Teachers

1. Teachers at the high school will work a seven (7) period day. High school academic teachers will normally be assigned to not more than twenty-five (25) teaching periods and five (5) student supervision periods each week. Full-time high school teachers will have one (1) preparation period or the equivalent each instructional day. Teachers cannot leave the school building during the preparation time, except for school related activities. No teacher will be assigned to more than two (2) days of six (6) teaching periods. Any teacher assigned one such six (6) period teaching day will have no more than four (4) supervisory periods each week. Any teacher assigned two (2) such six (6) period teaching days will have no more than three (3) supervisory periods each week.
2. A Directed Study Hall is a supervisory responsibility. A Directed Study Hall has students assigned to a classroom under the supervision of a teacher who is available to provide instructional assistance.
3. Science teachers may apply to teach up to 27 periods and will have supervisory periods assigned according to the following chart. No more than two (2) science teachers will have five (5) class assignments which result in a schedule of up to 27 periods due to labs in a high school's science department annually.

<u>Teach</u>	<u>Preparation</u>	<u>Supervision</u>	<u>Lab</u>
25	5	4*	1*
26	5	2	2
27	5	1	2

The lab assignment for science teachers will not be supervisory but, with teacher permission, students may assist.

\*This schedule will be put in place wherever possible and this issue will be revisited by the parties during the last year of the contract.

4. Academic teachers may volunteer with the agreement of the principal and the UEP to teach up to thirty (30) periods per week for an elective course that would normally not run because of low enrollment (8 or under) or due to scheduling conflicts. It is understood that any such voluntary assignments will not substantially increase the supervisory responsibilities of other teachers during the course of the school year. Such requests will be submitted to the UEP as early as possible but no later than June 1 and will be returned to the principal within two (2) weeks on the form provided herein. (Said form to be jointly developed).
5. All full-time high school career/vocational teachers may be assigned to not more than thirty (30) periods per week and will have one (1) uninterrupted preparation period each school day. Teachers cannot leave the school building during the preparation time, except for school related activities.
6. High school physical education and physical education/health teachers will be assigned not more than twenty-six (26) periods per week and will have one (1) uninterrupted preparation period each school day. Teachers cannot leave the school building during the preparation time, except for school related activities.
7. Team Leaders and Department Heads supervising the equivalent of four full-time teachers or less will teach five (5) periods each day, have one (1) period for performing their supervisory functions, and have one (1) preparation period. Teachers cannot leave the school building during the preparation time, except for school related activities.
8. The Head Teacher of the Alternative School shall have a schedule consisting of three days teaching and two days for supervision.
9. Department Heads supervising the equivalent of at least five but no more than 10 full-time teachers will teach four (4) periods each day, have two (2) periods for performing their supervisory functions and have one (1) preparation period.

Teachers cannot leave the school building during the preparation time, except for school related activities.

10. Department Heads supervising the equivalent of at least eleven (11), but no more than fifteen (15) full-time teachers will teach three (3) periods each day, have three (3) periods for performing their supervisory functions and have one (1) preparation period. Teachers cannot leave the school building during the preparation time, except for school related activities.

D. Loss of Preparation Time on Instructional Half-Days

A teacher who, on any scheduled half-day of instruction, loses her/his preparation period or a portion thereof because of the schedule on that day, shall not be entitled to the replacement or restoration of the lost preparation period or portion thereof on any other day.

E. Conferring with Other Teachers on Special Needs

All principals will provide each special education teacher in grades 9 through 12 with one (1) period per week to confer with other teachers about students' special education needs. All principals in grades PK through 8 will make a reasonable effort, provided there is no additional cost to the District, to provide each special education teacher with one (1) period (or its equivalent) per week to confer with other teachers about students' special education needs.

**Section 8. Subject Preparation**

- A. Middle School and High School teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time, except that a teacher may elect more preparation in order to maintain a full teaching schedule or for other reasons.

B. Academic Facilitation

1. "Academic Facilitator" Defined

Nothing in this section or elsewhere in this Agreement shall be understood to prevent a secondary teacher's being required to perform the duties of an academic facilitator. As used herein "academic facilitator" shall mean the role that a



secondary (middle or high school) teacher plays during extended homeroom periods, or time otherwise scheduled during the teacher's regular work day, when that teacher may be directed to meet with students to review their individual registration schedules for the next school year, discuss with them their academic progress and long-range educational and school-related personal goals, and make referrals to individual students' guidance counselors based on such interactions.

2. Restrictions on Time

- a. Time formally dedicated to academic facilitation during the school year through extended homerooms or other means shall be limited to not more than six (6) periods or their equivalent during the school year. Routine homeroom activities, including the distribution of report cards, shall not count as time formally dedicated to academic facilitation.
- b. No teacher shall be denied a preparation period, as set forth in § 7.B.1 and C.1 of this article, as a result of requirements that she/he perform duties as an academic facilitator.

3. Restrictions on Duties and Performance Evaluation

- a. No teacher functioning as an academic facilitator shall be obliged to make specific recommendations to a student for a course or program of study; nor shall any such teacher be obliged to function in a manner that is appropriate to a guidance counselor.
- b. No teacher shall incur personal liability as a result of her/his performance of academic facilitator duties, and the quality of a teacher's performance as an academic facilitator shall not be subject to the formal evaluation procedure for teachers as set forth elsewhere in this Agreement.

4. Restrictions on Group Size

No teacher functioning as an academic facilitator shall be assigned a group of students that exceeds twenty (20) in size, and the average size of all such groups in a given school building shall not exceed sixteen (16) students. A teacher shall have

the right to meet with the principal of her/his building to discuss the size and composition of the group of students she/he has been assigned.

### **Section 9. Elementary Recess**

There will be a fifteen (15) minute non-lunch recess/break period daily in the elementary schools, as defined by staff. The non-lunch recess/break may not shorten the instructional block as noted by the building principal. Each elementary school teacher will be off duty for such recess period every other day. The parties agree that during the 2018-2019 school year they will establish a JLMC to assess the ability to transition the lunch recess/break time into a consistent common planning period for elementary teachers. The JLMC will complete this assessment and make any recommendations no later than April 15, 2019. If the JLMC is successful in creating such a plan, the Committee and the UEP will promptly review the plan and negotiate if necessary, so that implementation can occur in the 2019-2020 school year. Any elementary school which currently utilizes elementary lunch recess for common planning time may continue to do so.

### **Section 10. Teacher Facilities**

- A. Each teacher will have the following facilities:
  - 1. Safe storage space for instructional materials and supplies (e.g., closet, file cabinet, or desk with a functional lock and key).
  - 2. A serviceable desk and chair.
- B. Each itinerant teacher shall be provided with a safe storage space for instructional materials and supplies at each work location. Such storage facilities may be shared by the teachers assigned to that particular work location on a regular schedule.
- C. Teaching facilities shall be scheduled so as to provide the fullest appropriate utilization of the facilities and staff available in the best interests of the educational programs in the schools.

### **Section 11. Parking**

An adequate portion of the parking lot at each school will be reserved for teacher parking.

### **Section 12. Moving of Classes**

In the event that a class is to be relocated either within a building or to another building, the teacher shall be provided assistance for the transporting of furniture and supplies.

### **Section 13. Classroom Interruptions**

- A. Classroom interruptions shall be prohibited except for good cause.
- B. Public address systems and classroom phones shall not be used while classes are in session except for good cause.

### **Section 14. Textbooks**

- A. Teachers shall be provided with sufficient textbooks for every student assigned to the class if the use of such textbooks by each student is required by the course of study.
- B. Teacher's editions shall be provided together with standard tests, workbooks, and manuals if available.

### **Section 15. TEAM Evaluations**

Teachers shall have the right to make referrals for TEAM Evaluation Assessments, to participate in the evaluation sessions, and to make suggestions for changes in the student's educational program.

### **Section 16. Health and Safety**

- A. The COMMITTEE shall maintain health and safety standards as required by law.
- B. Student health problems which may affect classroom performance shall be made known to teachers upon the admission of the student to school, to the extent permitted by law.
- C. Essential safety equipment for all science and career/vocational classrooms and all other school locations shall be provided. Science and career/vocational teachers shall notify their principal as soon as possible upon learning of any safety equipment that is missing, lacking or not functioning.
- D. Teachers recognize that a healthy and safe school environment is a shared responsibility. Teachers will be safety conscious and work with the COMMITTEE to ensure a safe school environment.
- E. Teachers may be required to comply with administrative measures taken to ensure the safety of staff and students, the security of school property, and the security of the school building or other facility to which they are assigned, such as wearing of identifying badges or emblems.

**Section 17. A-V Equipment**

Audio-visual equipment shall be kept in good repair and made available for use.

**Section 18. Medical and Additional Services by Teachers**

A. The COMMITTEE and the UEP acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree to take the following steps:

1. Teachers will not be required to administer medical exams, or supervise eye or ear examinations, dispense medication, weigh or measure students, or to drive pupils to activities which take place away from the school building.
2. The COMMITTEE agrees to relieve teachers to the extent possible, from performing non-teaching administrative, clerical, and supervisory tasks (such as study halls).

**Section 19. Class Size**

A. The parties recognize the desirability of achieving optimum teaching conditions by assuring workable class sizes. To this end, and to the extent possible within existing facilities and available staff, the COMMITTEE recognizes that it is desirable to attempt to reach the class size maximum set for in subsections B and C, below.

B. 1. Elementary School Maximum Class Sizes

Grades K-3    18

Grades 4-5    22

2. If there are insufficient numbers of classrooms to accommodate the numbers described above, then a teacher-pupil ratio of 1:18 should be maintained in Grades K, 1, 2, and 3, and a teacher-pupil ratio of 1:22 should be maintained in grades 4 and 5. These ratios are calculated exclusive of remedial reading, resource room, or Title 1 teachers.

C. Middle and High School Maximum Class Sizes:

1. Academic subjects  
    (including science laboratories)    24  
    Grade 6                                    22  
    Technology                                24

Technology using power tools	15
Physical Education	35/teaching station
Band and Choral instruction	no limit
Visual Arts, technology, science	not more than number of work stations

2. Caseloads of English and science teachers should not exceed 100 students
  3. Class size in career/vocational programs should adhere to Chapter 74 regulations
- D. The Superintendent of Schools and the UEP will work cooperatively towards the goals set forth herein.
- E. Teachers who extend services to special needs students shall have classes and caseloads that fall within state regulations, with violations subject to the grievance procedure set forth in Article III, above; provided, however, that the decision of the COMMITTEE will be final as to the disposition of the dispute within the grievance procedure.

**Section 20. Itinerant Teachers**

- A. Itinerant teachers shall have no less than fifteen (15) minutes of travel time scheduled when traveling from school to school.
- B. Such travel time shall not be scheduled so as to interfere with itinerant teachers' lunch period.

**Section 21. Substitute Teachers**

- A. It is agreed that substitute teachers are not members of the bargaining unit and are not entitled to the benefits of this contract. If a teacher is ill or otherwise unavailable, every reasonable effort will be made to secure a substitute teacher before a regular teacher is asked to substitute.

**Section 22. Solicitation of Funds**

Teachers shall not be required to participate in solicitation of student funds for any reason. Teachers shall not be held liable for lost or stolen funds collected for business or commercial companies.

**Section 23. Teacher Evaluations - Personnel Files**

- A. The COMMITTEE and UEP have agreed to implement and abide by the attached evaluation system, which is hereby made an Appendix to this Agreement. For the 2012-

2013 school year only, any timelines contained in the evaluation system prior to December 15<sup>th</sup> will be delayed to commence four (4) weeks after ratification of the Settlement Agreement by both constituent parties and training has been completed.

- B. The COMMITTEE shall not use any type of mechanical, electronic, or intercom device for the purpose of monitoring or recording the performance of any teacher, unless such teacher wishes to use such a device for self-improvement purposes. The District has installed and maintains video cameras in common areas of the buildings throughout the District and in instructional settings (currently the Pittsfield High School weight room and Student Resource Center). The footage captured by these cameras shall be used for security purposes only (i.e., to investigate theft, vandalism or illegal activity). None of the footage from the camera will be used for evaluation. Prior to the future installation of cameras in any instructional settings throughout the District, the Committee shall give the UEP advanced written notification.
- C. A teacher shall have the right, an appointment having been made in advance, to inspect the contents of his or her personnel file, where kept, and to reproduce any part therein. Such teacher shall have the right to have a UEP representative present during inspection. Any document in the personnel file must be photocopied upon request of the teacher. Teachers may have their entire personnel file photocopied for a nominal fee provided that request is submitted in writing one (1) week in advance.
- D. All material placed in a teacher's personnel file will be signed and dated. No material of any nature shall be included in or removed from any teacher's personnel file without the knowledge of the teacher. No material derogatory to a teacher's conduct, service, character, or personality will be placed in this personnel file, unless the teacher has acknowledged that he/she has had the opportunity to review such material by affixing his signature within three (3) days to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

- E. The teacher's personnel file shall be maintained in the Personnel Office, and shall be the only official file. However, evaluation information is contained in Teach Point with the exception of the Summative Evaluation which will be placed in the personnel file. Personnel files of individual teachers shall be available for inspection by the teacher, the teacher's supervisor, members of the Superintendent's cabinet, the School Committee and/or its representatives. Other administrators shall have access to the files only if the teacher is an applicant for a position under the direct authority of that administrator, and the time and date of such access shall be noted on a log attached to the file.
- F. All examinations of the personnel file will be in the Personnel Office. A Table of Contents will be prepared for the personnel file of each newly employed teacher. Assistance will be provided to currently employed teachers to develop a Table of Contents for their personnel file.

#### **Section 24. Fair Employment**

- A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, separated or discharged, or deprived of any professional advantage without just and sufficient cause.
- B. In the event that a teacher is to be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, separated or otherwise discharged, such employee shall be given the reasons therefore in writing prior to carrying out such action, except for verbal and written reprimands and exigent circumstances.
- C. A teacher has the right to be represented by the UEP in any meeting with more than one member of the administration when there is probable cause to believe that the purpose of the meeting is for disciplinary action.
- D. Teachers Without Professional Status may be terminated in accordance with the provisions of Chapter 71 of the General Laws of Massachusetts. Notwithstanding any other provision of this Agreement, no action of the School Committee or the Superintendent of Schools with respect to the retention or non-retention of a Teacher

Without Professional Status and no action of any official of the school system based upon such action of the COMMITTEE or the Superintendent of Schools shall be made subject to the arbitration provision of this Agreement.

- E. Either arbitration or the procedures described under Chapter 71 of the General Laws of Massachusetts may be selected by a Teacher With Professional Status as the method of resolution of a grievance under this Article. The method elected shall be the exclusive method notwithstanding any contrary provisions of Chapter 71 of the General Laws of Massachusetts.
- F. Physical Therapists and Occupational Therapists who have not completed three (3) full school years of employment with the Pittsfield Public Schools are employees at-will, and may be terminated without cause. Any such decision is not subject to the grievance and arbitration procedure. Any Physical Therapist or Occupational Therapist who has completed three (3) full school years of employment with the Pittsfield Public Schools shall not be disciplined, reprimanded, reduced in rank or compensation, separated or discharged, or deprived of any professional advantage without just and sufficient cause.

#### **Section 25. Seniority**

- A. System-wide seniority is defined as the length of service in Unit A of the Pittsfield Public Schools. Periods of service interrupted by a break due to resignation, retirement, termination or work outside of the unit shall not be added together to determine system-wide seniority. The employment date is the date that a teacher began functioning solely in a Unit A capacity, either by continuous service or by receiving a percentage of the regular teachers' salary scale. Unpaid leaves of absence are not included in determining the length of service.
  1. Members of the bargaining unit who continue in the employ of the Pittsfield Public Schools and who perform work outside of Unit A for a period of less than three (3) years shall have their seniority restored upon their return to Unit A.
  2. Members of the bargaining unit who continue in the employ of the Pittsfield Public Schools and who perform work outside of Unit A for a period of more than



three (3) years shall have seniority restored up to four (4) years upon their return to Unit A.

- B. The school system shall prepare a seniority list which indicates the dates of employment of all members of the bargaining unit, the area of certification of current assignment and all areas of certification held by the teacher. The UEP shall be supplied with this list by October 15 and said list shall be kept current by the Administration.

## **Section 26. Lay-Off and Recall**

### **A. Layoffs**

1. In the event of a cutback in personnel within the school system, teachers shall be laid off on a seniority basis. The seniority list as defined in Article IV, Section 25 shall be examined to determine (a) the least senior teacher currently assigned in the area of certification affected by the cutback, and then (b) the least senior of the teachers of lesser seniority than the teacher identified in (a) above assigned in any area of certification held by teacher identified in (a) above, if any. This identification process shall be repeated in order to determine the least senior teacher to be laid off.
2. A teacher to be laid off must be given notice of layoff by May 15th for Teachers Without Professional Status and on/or before June 1st for Teachers With Professional Status.

### **B. Recalls**

1. A recall list shall be established by the school system. Such list shall consist of the names of the affected teachers and date of lay off. These teachers shall be rehired before any new teachers are hired for positions for which any laid off teacher is certified. Such rehiring shall also be based on seniority, i.e., the person who was laid-off last shall be the first re-employed. The UEP shall be provided with the recall list which shall be kept current.
2. A teacher will remain on the recall list for five (5) years or unless said teacher has refused two (2) offerings for reemployment. Failure to respond within twenty

(20) days to certified letter offering reemployment mailed to the most recent address provided to the COMMITTEE or the Superintendent of Schools shall also constitute a refusal. After the second refusal the teacher's name will be removed from the recall list.

3. Any Teacher With Professional Status who is laid off for five years or less will upon recall be entitled to all the benefits to which he/she was entitled prior to layoff including unused accumulated sick leave, seniority, and professional status.

- C. Notwithstanding any other provision of this Agreement, the COMMITTEE or the Superintendent of Schools shall have the right to appoint, retain, recall, and hire any individual it deems qualified, from an unrestricted pool of candidates for the position of Department Head.
- D. Sections A and B above shall apply to Physical Therapists and Occupational Therapists who have completed three (3) full school years of employment with the Pittsfield Public Schools.

**Section 27. Clinical Social Workers and Caseworkers**

- A. Clinical Social Workers and Caseworkers assigned to the Adolescent Support Program and the Alternative School:
  - 1. are required to work thirty seven and one-half (37 1/2) hours per week.
  - 2. will be entitled to a one-half hour duty-free lunch.
  - 3. will be entitled to five (5) weeks vacation.
  - 4. do not have to report for work when scheduled school days are cancelled due to inclement weather or for other reasons, and such absences will not be counted as vacation time.
- B. Caseworkers will be placed on Step 5 of the Bachelor's salary schedule on the effective date of this Agreement and will proceed on the Bachelor's in the same manner as all members of the bargaining unit. Such compensation is to include on-call requirements.
- C. Clinical Social Workers will be placed on Step 5 of the Master's salary schedule on the effective date of this Agreement and will proceed on the Master's schedule in the same manner as all members of the bargaining unit. Clinical Social Workers:

1. will be entitled to the course reimbursement provisions of this Agreement, but not to the extra credit provisions.
2. will be entitled to all legal holidays.
3. will be entitled to all the benefits and assume all the obligations of this Agreement not specifically superseded by the provisions of this Section.

**Section 28. In-House Suspension Specialist**

- A. The In-House Suspension Specialist shall be assigned duties for the equivalent of six (6) teaching periods for each full school day.
- B. The In-House Suspension Specialist shall have the equivalent of one (1) full period each full school day for preparation and for consultation. Teachers cannot leave the school building during the preparation time, except for school related activities.
- C. Other teachers may be assigned to In-House Suspension duties as part of the supervisory responsibilities required by Article VI, Section 7 of the collective bargaining agreement.
- D. The In-House Suspension Specialist shall be paid on the teacher's salary schedule.

**Section 29. Adult Basic Education (ABE)**

- A. Full-time ABE teachers shall have the equivalent of one (1) full period each school day for preparation and consultation. Teachers cannot leave the school building during the preparation time, except for school related activities.
- B. ABE teachers are expected to teach in three (3) subject areas.
- C. Full-time ABE teachers will be paid on the teachers' salary schedule and all teacher benefits in Article IX and XV will apply. Sections 25 and 26 of this Article shall apply to them.
- D. Article VI – Working Conditions, Section 2 does not apply to full-time ABE teachers.
- E. Appointed ABE teachers who work 12 hours or more a week will be paid in accordance with Section 19 of Article XV. They shall have layoff and recall rights consistent with Article VI, Sections 25 and 26, but only within their classification.

- F. The parties agree that Article VI, Sections 1 and 2 do not apply to part-time ABE teachers. Nor does Article VI Working Conditions, Sections 3-9; Article IX – Leaves of Absence, Sections 1-6; Article XIV – Fringe Benefits; and Article XV – Compensation, Sections 4-17.
- G. Notwithstanding the above subsection F, part-time ABE teachers who work 12 hours or more are entitled to the following benefits effective August 25, 2008:
- a. Sick Leave – seven (7) sick days per year, accumulative up to 45 days. Up to two (2) of the seven (7) sick days per year may be used for illness in the teacher’s immediate family.
  - b. Bereavement Days – three (3) days per year.
  - c. Longevity – based on one-half (1/2) of the amount listed in Article XV, Section 7, if they meet the criteria for years of experience.
  - d. Vacation Entitlement:
    - i. 0-10 years            10 days pay
    - ii. 11+ years            17 days payPayment under this entitlement will be paid during school vacation periods. An employee who is entitled to this benefit will designate the specific week(s) when he/she will receive the vacation pay. The employee will make such designation by November 1. If no such designation is made, a lump sum payment will be made to the employee.
- H. Present appointed employees in the above named categories working 12 hours or more per week will be given preference by seniority for additional scheduled program hours prior to seeking outside applicants.
- I. Appointed ABE teachers who work 20 hours or more a week shall be entitled to health insurance benefits, as well as pension benefits, to the extent these are available through the City of Pittsfield for its similarly situated employees.

**Section 30. Certified ESL Teachers**

- A. ESL certified teachers who work 12 hours or more a week will be paid in accordance with Section 19 of Article XV. They shall have layoff and recall rights consistent with Article VI, Sections 25 and 26, but only within their classification.
- B. The parties agree that Article VI, Sections 1 and 2 do not apply to part-time ESL certified teachers. Nor does Article VI Working Conditions, Sections 3-9; Article IX – Leaves of Absence, Sections 1-6; Article XIV – Fringe Benefits; and Article XV – Compensation, Sections 4-17.
- C. Notwithstanding the above subsection B, part-time ESL certified teachers who work 12 hours or more are entitled to the following benefits effective August 25, 2008:
  - a. Sick Leave – seven (7) sick days per year, accumulative up to 45 days. Up to two (2) of the seven (7) sick days per year may be used for illness in the teacher’s immediate family.
  - b. Bereavement Days – three (3) days per year.
  - c. Longevity – based on one-half (1/2) of the amount listed in Article XV, Section 7, if they meet the criteria for years of experience.
  - d. Vacation Entitlement:
    - i. 0-10 years            10 days pay
    - ii. 11+ years            17 days payPayment under this entitlement will be paid during school vacation periods. An employee who is entitled to this benefit will designate the specific week(s) when he/she will receive the vacation pay. The employee will make such designation by November 1. If no such designation is made, a lump sum payment will be made to the employee.
- D. Present appointed employees in the above named categories working 12 hours or more per week will be given preference by seniority for additional scheduled program hours prior to seeking outside applicants.

- E. ESL Certified Teachers who work 20 hours or more a week shall be entitled to health insurance benefits, as well as pension benefits, to the extent these are available through the City of Pittsfield for its similarly situated employees.

**Section 31: Teen Parent Program Instructors**

Persons employed as instructors in the Teen Parent Program (TPP) shall enjoy the following benefits:

- A. Compensation for TPP Instructors in the 1999-2000 school year shall be as set forth in Article XV § 20 below.
- B. The benefits available to TPP Instructors shall be those available to Adult Basic Education part-time teachers as provided in § 29 above.
- C. Each TPP Instructor shall receive one (1) preparation period each week.
- D. Each TPP Instructor shall receive a 30-minute unpaid lunch within the working day.
- E. The ordinary work week for a TPP Instructor shall be the number of hours per week ordinarily worked by that tutor in the 1998-99 school year. Nevertheless, if grant-related funding for the TPP is reduced substantially or eliminated then the work week for the TPP may be shortened; but in case such grant-related funding is substantially reduced or eliminated, the COMMITTEE shall consider making up said funding prior to effecting any reduction in the hours per week by TPP Instructors.

**Section 32: Special Education Unit Leaders**

- A. Unit Leaders may be appointed administratively to serve in the Special Education Department or its successor. A Unit Leader shall perform all the duties and satisfy all the expectations of a department head, as applicable, and shall be compensated based on supervisory duties on the same differential schedule as a department head.
- B. A Unit Leader may be assigned by the Superintendent of Schools or her/his designee to serve as in-put evaluator for paraprofessional personnel. A Unit Leader with such responsibilities shall be compensated according to the schedule in Article XV § 10.B.
- C. Each Unit Leader shall be relieved of direct instructional duties for the equivalent of one day per week (0.2 FTE) for the performance of her/his Unit Leader duties.

**Section 33: Parent-Child Home Program Head Teacher**

Effective with the start of the 2000-01 school year, the position of Head Teacher in the Parent-Child Home Program shall be a non-special education Unit Leader position, with compensation and duties as set forth in Article XV § 10.A and B.

**Section 34: Academic Coaches**

All academic coaches shall be properly trained and shall receive the contractual hourly rate for all training. All academic coaches shall receive the same individual preparation and/or team meeting time as other teachers at their particular grade level. Academic coaches shall not be made to attend any after school meetings beyond what is contractually allowed for all teachers. Any and all verbal and/or written interactions between the academic coaches and the teachers they work with shall remain confidential. In no circumstance shall any of the information collected by the academic coach be used in any teacher observation and/or evaluation. The curriculum coordinator will be the input evaluator for the academic coaches. All summative evaluations will be done by the primary evaluator, the building principal.

**Section 35: Specialists**

Specialists may be assigned outside their area of certification, as allowed by the Massachusetts Department of Elementary and Secondary Education (i.e., currently up to 20%), during times when they are not already providing coverage for teacher preparation periods. In such circumstance, specialists will be provided with appropriate materials. In addition, specialists will be supervised during times when they are assigned outside their area of certification, but will not be evaluated on said assignment.

**Section 36: Occupational and Physical Therapists**

- A. The following provisions of Article XV of the Agreement shall apply to occupational and physical therapists: §§ 1, 3, 4, 5, 7, 9, 23, 24.
- B. Occupational and physical therapists will continue to create their own daily/weekly schedules. Said schedules must be submitted to the Special Education Director, and are subject to the prior approval of the Special Education Director.

- C. Occupational and physical therapists shall work at their assigned tasks for not less than the length of the teachers' workday as defined in Article VI(2)(A)(1-3) of the Agreement. Occupational and physical therapists may, on occasion, be required to work longer than the regular work day in order to complete the professional tasks required of them.
- D. The work year for occupational and physical therapists shall be the teachers' work year, as defined in Article VI, Section 1. and four (4) additional days, for a total of one hundred eighty-seven (187) days. The additional days shall be scheduled in coordination with the Director of Special Education or her/his designee, and shall be approved by said Director. In addition, the Director may require occupational and physical therapists to work one (1) to three (3) extra days to service pupils if the Director provides notice to the occupational and physical therapists no later than June 1st. The extra one (1) to three (3) days are also considered part of the normal work year. However, if notice is provided after June 1st, then the occupational and physical therapists will receive their per diem rate for any days worked beyond one hundred eighty-seven (187).
- E. Each occupational therapist and physical therapist shall receive 30-minutes of preparation time per day. The therapist shall use preparation time solely for the following purposes: completion of testing-related paperwork; completion of progress or therapy notes; treatment planning; completion of documentation related to Medicaid reimbursement; completion of documentation related to Individualized educational Plans or Section 504 plans; and organization and maintenance of therapeutic equipment. Said preparation time may be split into two (2) fifteen (15) minute blocks.
- F. The occupational and physical therapists shall be required to attend professional development on the days designated for such development during the approved school calendar. The development programs that the therapists attend shall be those that are relevant to their assignments and professional duties as occupational and physical therapists. If, because of their specific school base locations, or because of any other factor, an issue arises regarding what professional development activity one or more of the therapists should attend, then the therapist involved may bring the matter to the attention of the Director of Special Education, and the Director shall make the final



determination of the appropriate professional development program for those therapists to attend.

- G. Occupational and Physical Therapists are generally not required to attend staff meetings, however, beginning in the 2018-2019 school year the Special Education Director may require their attendance at up to three (3) staff meetings with at least fourteen (14) calendar days' notice. Occupational and Physical Therapists are required to attend unit meetings.
- H. Occupational and Physical Therapists shall receive a mileage reimbursement of \$50.00 per month, up to \$500.00 per contract year.
- I. Occupational and Physical Therapists shall, as part of their professional responsibilities, meet as needed with parents of students to whom they are providing assistance in order to discuss pertinent educational and service-related issues; but Occupational and Physical Therapists shall not be required to attend parent-teacher conferences that take place pursuant to Article VI, § 4 of the Agreement.
- J. Until August 24, 2008, Occupational and Physical Therapists shall not be required to perform supervisory or other duties as may be required pursuant to Article VI, § 9 or other applicable provisions of the *Agreement*.

**Section 37: School Nurses and School Nurse Leader**

- A. The School Nurse Leader shall not routinely be required to substitute for School Nurses.
- B. Evaluations: The School Nurse Leader will be an input evaluator. The Building Principal and/or the Deputy Superintendent will be the primary evaluator, as appropriate. The School Nurse Leader will be evaluated by the Deputy Superintendent. School Nurses and the School Nurse Leader will be evaluated on the same schedule and frequency as provided for other Unit A employees. Until a successor evaluation is negotiated, School Nurses and the School Nurse Leader shall be evaluated based upon the evaluation previously utilized by the City.
- C. Staff and Unit Meetings: School Nurses are generally not required to attend staff meetings, however, the School Nurse Leader and/or Principal may on occasion require

their attendance at staff meetings. School Nurses are required to attend unit meetings. Unit meetings will be once a month.

- D. First Aid and CPR: Classes will be provided as needed in order to maintain continuity in certification free and of no cost to School Nurses and School Nurse Leader.
- E. School Nurse Leader (SNL) coverage: When the SNL is out or not available, a staff school nurse covers for the SNL. The individual staff nurse volunteers for this responsibility and is appointed by the SNL based on rotation. A school nurse who covers for the SNL will receive \$42.04 per day effective August 25, 2015; \$42.67 effective August 25, 2016; and \$43.31 effective August 25, 2017.
- F. Duties: School Nurses and School Nurse Leader shall not be required to perform supervisory or other duties.
- G. Provision of a private and safe nurse office including but not limited to:
  - i. Running Water: Hot & Cold
  - ii. Private Phone/FAX
  - iii. Access to a copier within the building
  - iv. Ventilation
  - v. Bathroom for patients
  - vi. Walkie Talkie
  - vii. Appropriate Lighting
- H. Provision of:
  - i. First Aid Supplies
  - ii. Assessment tools/instruments
  - iii. Functional/lockable office furniture and supplies
  - iv. One (1) lab coat shall be provided to each School Nurse and School Nurse Leader at the start of school annually
- I. The work year of school nurses shall be one hundred eighty-seven (187) days. The four (4) extra days beyond the one hundred eighty-three (183) day teacher work year shall be scheduled within five (5) business days before or after the teacher work year by the Superintendent or designee in consultation with the School Nurse Leader.

- J. The provisions of Article XV- Compensation, Section 1 shall apply to School Nurses and the School Nurse Leader.
- K. Nurses holding a Bachelor's Degree may accumulate credit in blocks of 6-12-18-24-30 credits before the MSN/D.E.S.E. Approved National Certification for a Nurse at the rate of \$30 per credit for successful completion of prior approved courses.
- L. Nurses holding a MSN/D.E.S.E. Approved National Certification for a Nurse may accumulate credit for successful completion of prior approved courses taken after earning a MSN/D.E.S.E. Approved National Certification for a Nurse and before earning a Doctor's Degree in the following amount:
- i. Nurses holding a MSN/D.E.S.E. Approved National Certification for a Nurse may accumulate credit for successful completion of prior approved courses taken after earning a M.S.N./D.E.S.E. Approved National Certification for a Nurse and before earning a Doctor's Degree in the following amount: Forty-eight (48) semester hours at thirty-five dollars (\$35) per credit hour.
  - ii. Nurses who accumulate 60 credits beyond a M.S.N./D.E.S.E. Approved National Certification for a Nurse will be paid at a level equal to \$3,000 greater than the MSN/D.E.S.E. Approved National Certification for a Nurse column. Courses taken after 60 credits beyond a M.S.N./D.E.S.E. Approved National Certification for a Nurse will be reimbursed at \$50/credit.
  - iii. Nurses will receive \$50 for each credit earned after receipt of her/his doctorate if the credit hour was approved in the same manner as other credit hour compensation.
- M. If a School Nurse or School Nurse Leader obtains more than one (1) D.E.S.E. Approved National Certification for a Nurse, the Committee will make a lump sum payment to said School Nurse or School Nurse Leader in the amount of \$1,000 per additional D.E.S.E. Approved National Certification for a Nurse in the school year during which the additional Certification(s) was obtained. In addition, the School Nurse or School Nurse Leader will receive a lump sum payment in the amount of \$1,000 every five (5) years if

said School Nurse or School Nurse Leader maintains the Certification(s). For example, a School Nurse who has National Certification as School Nurse and then obtains an additional National Certification as a Community Health Nurse would receive a lump sum payment of \$1,000 in the year the additional certification was obtained. Then, if the School Nurse was still Nationally Certified as both a School Nurse and a Community Health Nurse five (5) years later, the School Nurse would receive another lump sum payment of \$1,000. There would be no lump sum payments between said time periods.

- N. In determining seniority for any purpose under this contract, except as specifically noted below, school nurses and the school nurse leader shall have their seniority calculated in accordance with Article VI, Section 25 (i.e., “length of service in Unit A of the Pittsfield Public Schools”).
- O. For the purpose of early retirement (Article XV, Section 4) and severance pay (Article XV, Section 5) only, continuous service as a School Nurse or School Nurse Leader for the City shall be included in determining seniority. However, the total amount of service necessary to receive said benefits will be in accordance with the Unit A contract (see Article XV(4) and XV(5)). In regard to early retirement, if a School Nurse and/or School Nurse Leader meets the requirements of Article XV(4), said School Nurse and/or School Nurse Leader shall be entitled to a \$1,000 payment. The School Nurses and School Nurse Leader are not eligible for the \$5,000 payment listed in Article XV(4).
- P. For the purpose of a reduction in force, continuous service as a School Nurse or School Nurse Leader with the City of Pittsfield shall be included in determining seniority in regard to any School Nurse and/or School Nurse Leader who has achieved professional teacher status. If a School Nurse and/or School Nurse Leader has not achieved professional teacher status, City service shall not count toward seniority. Service with the City does not count toward professional teacher status.
- Q. Longevity:
  - i. Any School Nurse who has been employed as a Nurse by the City of Pittsfield and/or the Pittsfield Public Schools for at least fifteen (15) years shall be entitled to a \$1,000.00 longevity amount which shall be added to the Nurse’s regular

salary. This provision only applies to School Nurses who were employed by the City and/or the Pittsfield Public Schools on January 1, 2008.

- ii. Any Nurse hired on January 2, 2008 or later and the School Nurse Leader shall be eligible for longevity in accordance with Article XV(7). City service does not count toward this longevity benefit.
- R. Any accumulated and unused sick days acquired while an employee of the City of Pittsfield shall be converted to accumulated sick days under the Unit A contract. For purposes of conversion, the amount of sick leave shall be calculated to the nearest half day (i.e., if an employee accumulated 6 days and 1 hour of sick time on the City side, it would be converted to 6 days on the school side) and one (1) day shall equal seven (7) hours.
- S. Each School Nurse shall receive thirty (30) minutes of preparation time per day. Nurses shall use preparation time for the purpose of completion of necessary paperwork, completion of documentation related to Medicaid reimbursements, organization and maintenance of medications and equipment, and other professionally related matters. Said preparation time may be split into two (2) fifteen (15) minute blocks. The scheduling of the preparation periods will be coordinated with the building administrator. If the nurse and building administrator cannot agree upon the schedule, the building administrator shall make the final determination. During the preparation periods, nurses shall remain on-call for urgent needs requiring immediate attention. Nurses must either remain in their office or be immediately available by walkie-talkie during the preparation periods. If an urgent matter occurs during the nurse's preparation period, the preparation period will not be extended or rescheduled to a later time.
- T. The following Articles apply to the School Nurses and the School Nurse Leader (except as specifically modified by the parties): Article I, II, III (note: policy and practice of the City no longer applies), IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV (except Section 3 - daily rate shall be based upon 1/187; Section 4 - \$1,000 early retirement

bonus instead of \$5,000; Section 5 - count City service toward service requirement; Section 7 – as modified above, and XVI.

- U. The following Article does not apply to the School Nurses and the School Nurse Leader: Article XV, Section 8 (School Nurses and School Nurse Leader have a separate pay scale/system).

### **Section 38. Electronic Grading**

Teachers will post student grades electronically no later than ten (10) school days after the due date for the assignment or date of the quiz, test, or examination, or by the due dates of progress reports or report cards, whichever is earlier. It is understood that long-term, major projects and presentations may not be posted on-line within ten (10) school days, but will be posted by the dates of progress reports or report cards if they are to be counted in the final average. In the event the electronic grading system of the Pittsfield Public Schools is inoperable, the timelines referenced herein shall be extended by the amount of time the system was inoperable. After investigation, exceptions to the ten (10) school day requirement may be made at the sole discretion of the principal. A letter of expectation will be issued for a first offense.

### **Section 39. Professional Dress**

Teachers shall dress in a professional manner for the type of position to which they are assigned.

## **ARTICLE VII**

### **PROMOTIONS, VACANCIES, TRANSFERS**

#### **Section 1. Promotions**

- A. If a vacancy occurs in a new or existing Unit A position that carries a pay differential, it shall be filled by the Superintendent of Schools with the understanding that any end result vacancy from internal reassignments, however characterized, is subject to the recall list.
- B. Notice of such vacancy shall be sent to each school for posting and a copy sent to the President of the UEP. Such posting will include title of the position, qualifications, school, salary, grade and/or subject area assignment and time and date when applications are due.
- C. Position descriptions for each vacancy shall be made available on request.

D. Such vacancy shall be advertised for a minimum of thirty (30) days, except in cases of emergency.

For purposes of this article, a position shall be considered vacant only if:

1. The position that is empty has heretofore been filled by a regularly appointed teacher;
2. The Superintendent of schools intends to fill the empty position for at least one complete (September – June) school year; and
3. The position is empty due either to
  - a. The resignation, retirement, or death of the teacher who held the position,
  - b. An administrative grant of a leave of absence for any contractually recognized reason to the teacher who held the position, when said leave will last for at least one complete (September – June) school year, or
  - c. A leave of absence for illness that is being taken by the teacher who held the position, when it is known in advance that said leave will last for at least one complete (September – June) school year.

E. When, due to a teacher's absence or illness, a position is known or reasonably expected to be empty for less than one complete (September – June) school year, that position shall not be considered vacant.

### **Section 2. Vacancies**

Whenever a vacancy occurs after the opening of school but prior to February 1, qualified teachers from the recall list will be used to fill the vacancy. If the recall list does not contain a qualified teacher, the position will be posted. In determining how such a position will be filled the following September, the Superintendent shall examine transfer requests.

### **Section 3. Transfers**

Requests by teachers for transfers for the beginning of the school year shall be made in the following manner:

- A. Requests for transfers shall be submitted by teachers in writing to the Personnel Office by April 15, indicating subject, grade or school to which the teacher seeks assignment. Such requests will remain valid for two (2) years. Administration will provide teachers written notification of receipt of the transfer requests no later than May 1. Administration shall provide teachers with written notification no later than August 1 if the teacher's transfer request has not been granted.
- B. A list of transfer requests shall be maintained by the school system showing the date of the original request. Such lists shall be made available to the UEP.
- C. No new appointments may be made until pending transfer requests for existing openings have been considered.
- D. As used in this section, "consideration" of a transfer request shall mean the following:
  - 1. Except on the conditions otherwise set forth in this subsection, each appropriately certified individual who is a Teacher with Professional Status in the Pittsfield Public Schools and who has requested a transfer to a position that will be vacant in the next school year, shall be interviewed by the building principal or other pertinent administrator; and
  - 2. No principal or other administrator shall be required to interview more than five (5) such teachers in order to comply with the requirements of this subsection, although nothing herein shall be construed to prohibit a principal or other pertinent administrator from interviewing as many internal candidates for a vacancy as she/he deems necessary. The identity of the teachers who must be interviewed under this subsection shall be determined on the basis of seniority as defined in Article VI § 25.A., above.
- E. A teacher who seeks a transfer will receive written notice of the resolution of her/his transfer request.

#### **Section 4. Involuntary Transfers**

- A. Teachers may be involuntarily transferred by the COMMITTEE or the Superintendent of Schools to a comparable position.



- B. Such a transfer will be made only after a meeting between the teacher and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer.
- C. In the event that a teacher objects to the transfer at this meeting, upon the written request of the teacher, the UEP will be notified and the Superintendent (or his designee) will meet with the UEP's representatives to discuss the transfer, provided however, that transfer will be subject to the grievance procedure but the decision of the COMMITTEE will be final.

**Section 5. Summer School and Evening School Vacancies**

- A. All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their application as early as possible.
- B. Copies of postings made during the summer for these positions will be sent to the President of the UEP.

**ARTICLE VIII**

**UEP RIGHTS AND RESPONSIBILITIES**

None of the rights provided by this Article will apply if the UEP or teachers are involved in actions prohibited by Article IV (No Strike) of this Agreement.

**Section 1. Administrative Notices, Bulletins, Postings, Directives**

Two (2) copies of any posting, bulletin, notice, or directive from the Superintendent's office or other administrative office which affects the terms and conditions of employment of teachers system-wide or in any particular work location shall be supplied to the UEP President simultaneously.

**Section 2. Agendas - Minutes**

- A. A copy of the agenda for all COMMITTEE meetings shall be sent to the President of the UEP at the same time as copies are sent to the Committee members.

- B. A copy of the official minutes of all COMMITTEE meetings shall be sent to the President of the UEP when such minutes have been typed and entered into the official records of the SCHOOL COMMITTEE. Documents relating to all issues considered at COMMITTEE meetings shall be kept on file and made available for inspection upon request.
- C. The President of the UEP may request that an item be placed on the agenda of any regular COMMITTEE meetings provided that the COMMITTEE is given one (1) week's notice in writing and all material relating to the item in the possession of the UEP is submitted with the request. A UEP representative may speak to any agenda item as long as such request is made to the Chairman of the SCHOOL COMMITTEE prior to the official convening of the meeting.

### **Section 3. UEP Meetings**

- A. Use of school buildings by the UEP for general membership meetings shall be subject to the rules, regulations and fees placed on the use of school buildings by the Superintendent of Public Buildings. Such rules, regulations and fees shall not be applied discriminatorily.
- B. The UEP may call meetings of members of the collective bargaining unit assigned to a particular school building under the following conditions. Prior approval for the meeting shall be obtained from the principal of the building. Such approval shall not be withheld except if the principal has previously scheduled a school activity requiring teacher attendance consistent with other terms of this Agreement. The meeting will be scheduled before or after regular school hours, and no meeting will last beyond 6:00 P.M.
- C. The UEP building representative may request that the principal of the building grant the UEP ten (10) minutes on the agenda at each Faculty Meeting. The ten (10) minutes so allotted shall be scheduled last on the agenda and follow all other agenda items. Attendance during the ten (10) minutes granted to the UEP shall be limited to members of the bargaining unit.
- D. There shall be a building representative designated by the UEP in each school building and he/she shall be a member of the Faculty Advisory Council.

- E. The Faculty Advisory Council shall be elected by members of the bargaining unit in each building and shall be a representative cross-section of the faculty. The Council will not discuss items which are properly the subject of negotiations or process grievances, but will discuss all other matters of mutual concern. The Council will meet on a regular basis with the principal of the building and an agenda will be provided at least forty-eight (48) hours in advance of the meeting. Council members may submit items for inclusion on the agenda.
- F. The size, composition, and the manner of election of the Faculty Advisory Council will be determined by vote of the faculty after first seeking a resolution of these issues with the principal at the first faculty meeting of each school year.
- G. Representatives of the UEP who have been identified and certified by the UEP to the Assistant Superintendent for Personnel and Negotiations may meet with individual teachers or small groups of teachers in the schools, under the following conditions. Such Representatives shall identify themselves in the office of the principal before contacting teachers. The Representatives may consult with teachers at any time in Teachers' Rooms or Teachers' Lounges provided that such consultations do not distract or disrupt the educational programs in the schools or interfere with the teachers' responsibilities.

**Section 4. UEP - Superintendent Meetings**

The Superintendent shall meet with representatives of the UEP on a regular basis. The Superintendent and/or the UEP will submit an agenda for such meetings and the meetings shall take place at mutually agreeable times but not later than two (2) weeks after submission of an agenda, unless the Superintendent rejects, in writing to the UEP President, an agenda item or items.

**Section 5. Availability of Agreement**

- A. The COMMITTEE and the UEP shall have 800 copies of this AGREEMENT printed. The cost of the printing shall be shared equally by the parties. The UEP shall be provided with 600 copies and shall make a copy available to each member of the bargaining unit. The COMMITTEE will give a copy of this AGREEMENT to each newly hired teacher at

the date of hiring. The COMMITTEE shall maintain copies of this AGREEMENT at each school and administrative office for inspection by members of the bargaining unit.

- B. The AGREEMENT may be printed in the Vocational Division of the Pittsfield Public Schools and spirit duplications or photocopies may be produced. Printing of this AGREEMENT outside of the schools must be done in a union shop.

#### **Section 6. Bulletin Boards**

One (1) bulletin board in each school building shall be provided by the COMMITTEE for the exclusive use of the UEP for the purpose of posting UEP or UEP - sponsored material. All such postings shall be signed by the UEP and copies of all such material shall be supplied to the building principal. The right to posting of organizational material shall not be extended to any other teacher organization.

#### **Section 7. Access to Employee Mailboxes**

- A. The President of the UEP or his designated representative shall have the exclusive right to send organizational material to one (1) UEP representative in each school building through the central distribution system of the Pittsfield Public Schools.
- B. One (1) person in each school building shall be designated by the UEP and identified to the principal of the building as the UEP representative for placing organizational material in the mailboxes of members of the bargaining unit. This right shall not be extended to any other teacher organization.

#### **Section 8. Negotiations on School Time**

- A. Negotiations shall ordinarily be conducted at times which do not disrupt the educational programs in the schools or interfere with the teachers' responsibilities.
- B. If negotiations are conducted during the school day by mutual agreement of the parties, then release time shall be provided to all parties of interest without loss of pay or benefits.

#### **Section 9. School Directory**

- A. The COMMITTEE shall provide the UEP with twenty-five (25) copies of the School Directory when the Directory is distributed to the schools.

- B. The COMMITTEE shall provide the UEP with the name, address and work location of each newly hired teacher when such teacher is hired. Telephone numbers shall be provided unless the teacher indicates otherwise.

**Section 10. Information Available to UEP**

In addition to any information provided in other Articles or Sections of this Agreement, upon request, the COMMITTEE shall provide the UEP with all information, records, statistics, or other material in the possession of the COMMITTEE which is available to the Public upon request, and which is necessary to facilitate negotiations or the administration of this Agreement.

**Section 11. Dues Deduction**

- A. The COMMITTEE agrees to deduct dues from the salaries of teachers for the United Educators of Pittsfield, Massachusetts Teachers Association, and the National Education Association (herein referred to as the UEP) as said teachers individually and voluntarily authorize the COMMITTEE to deduct and transmit the monies promptly to the secretary-treasurer of the UEP. Teacher authorizations will be submitted to the COMMITTEE on forms developed for this purpose by the UEP and approved by the COMMITTEE.
- B. Teachers who wish to discontinue such deductions will give the COMMITTEE and the UEP sixty (60) days advance written notice.
- C. The UEP will give the COMMITTEE sixty (60) days written notice of any change in the rate of its membership dues.
- D. The COMMITTEE will be given two (2) week's written notice prior to the distribution of the payroll of any authorizations for deductions commencing on that payroll.
- E. The UEP agrees to and does hereby indemnify, defend and hold harmless the COMMITTEE and the City of Pittsfield, and their members, agents and representatives from and against any and all claims, demands, liabilities, suits, or any other form of action brought by members of the collective bargaining unit arising from or relating to any action taken by them in good faith in making or transmitting such deductions in accordance with the UEP'S written instructions, provided that the COMMITTEE has

given the UEP timely notice of any such claims, demands, liabilities, or suits, and that the UEP has had an opportunity to intervene in and defend any such actions.

### **Section 12. Other Deductions**

The Committee shall provide that, whenever duly authorized by any member of the bargaining unit on a form or forms approved by the Committee, payroll deductions on behalf of such teacher shall be made every pay day and transmitted in accordance with such form or forms for any of the following purposes:

1. Premiums under group income protection and allowed to purchase life insurance up to ten thousand dollars (\$10,000).
2. Premiums under City of Pittsfield Employees Group Insurance Program.
3. Payments to the Greylock Federal Credit Union and Credit Union of the Berkshires. (Deductions for US bonds are generally permitted through the Credit Union, but not through the payroll deductions.)
4. Deductions for Voice of Teachers for Education.
5. Premiums under tax-sheltered annuity.
6. Direct Deposit of paycheck.
7. Deductions for United Way.
8. Premiums maintained under Employers Flexible Spending Account through Paychex of the type authorized by Chapter 697, section 132 of the Acts of 1987, for the purpose of enabling teachers to pay their share of the premiums for their health insurance with pre-tax earnings.
9. Payroll Deduction Record - Teachers will be provided with a payroll record of payroll deductions.
10. Teachers pay stubs will identify, by source, any additional incidental compensation being paid along with a teacher's regular pay.
11. Agency Fee deductions.
12. Any other deductions within the capabilities of the city's payroll system.

### Section 13. Agency Fee

A. The Committee will respect the position of the United Educators of Pittsfield/MTA/NEA (UEP) as the sole and exclusive bargaining agent of all employees in Unit A on matters of wages, hours, conditions of employment for the life of this Agreement. The parties therefore agree that:

1. Effective thirty (30) days after the commencement of the 1997-1998 school year or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L. c. 150E, §12, shall be required to pay the service fee to the UEP as a condition of his /her employment in the district.
2. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the UEP for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The UEP will be solely responsible for enforcing the provisions of this Section. The Committee will not be responsible to enforce any provision of the Section.
3. The UEP will indemnify, defend and hold harmless the Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or inequity, and whether based on statute, constitution or common law, made or instituted against the Committee or its agents, employees or administrators, resulting from this Section. Specifically, the UEP will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the UEP will pay any and all of those damages, including interest and charges.
4. If any court or competent jurisdiction determines that any part of this Section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.

5. The service fee shall be calculated in accordance with the provisions of the M.G.L. c. 150E, §12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the UEP.

#### **Section 14. Joint Labor Management Committee**

The parties agree to establish a standing Joint Labor Management Committee (JLMC) for the purpose of enhancing the collaborative relationship and cooperatively addressing issues as they arise. Meetings will be conducted on a monthly basis and/or as needed. The JLMC will not discuss items which are properly the subject of negotiations or process grievances. The JLMC shall consist of up to five (5) members of the UEP's choosing and up to five (5) members chosen by the Superintendent. The committee shall be jointly chaired. Either party can have up to two (2) agenda items at any one time.

The JLMC is an advisory committee only and may not modify terms and conditions of the collective bargaining agreement and/or past practice without agreement of the School Committee and the Association.

### **ARTICLE IX**

#### **LEAVES OF ABSENCE**

##### **Section 1. Sick Leave**

- A. A teacher will be entitled to fifteen (15) sick leave days with full pay each school year for personal illness or injury, whether or not he/she reports for duty on the first day of school. In case of merit, the School Committee may allow additional days at its discretion. A teacher may use up to fifteen (15) sick leave days (i.e., the teacher's annual sick leave amount) per year for illness in their immediate family. Immediate family includes parents, spouse, children, mother-in-law, father-in-law, siblings, and someone living in the immediate household.
- B. Sick leave may be accumulated from year to year up to a maximum of 200 days.
- C. If sick leave is taken by a teacher on a day or days between a personal leave day and the beginning or end of a school vacation or holiday, so that the individual's combination of



sick leave and personal leave make her/him absent from work on consecutive days immediately preceding a vacation or holiday, or makes her/him absent for consecutive days immediately after a vacation or holiday, or both, then each sick day so used shall count as two (2) sick days used; except that not two days, but only one day, shall be charged for each such sick day if the individual timely presents to the Superintendent or her/his designee suitable evidence from a licensed health care provider that each and all such sick leave days so used were a legitimate use of sick leave.

- D. Administration may require a note from a medical provider if a teacher is out sick on more than three (3) consecutive work days, a pattern of sick leave usage exists, and/or in the event sick leave abuse is suspected.

## **Section 2. - Sick Leave Bank**

- A. The purpose of the Sick Leave Bank is to provide additional sick leave time to teachers who have exhausted their personal sick leave as a result of a prolonged and/or catastrophic event due to a serious illness and/or injury. Applications must meet the above definition/standard.
- B. All teachers shall belong to the Sick Leave Bank (“Bank”), and shall, upon being employed by the Pittsfield Public Schools, contribute one (1) sick leave day to the Bank.
- C. At any time that the total number of days in the Bank is reduced to one hundred (100), each member of the bank shall contribute one (1) additional day.
- D. In order to access the Sick Leave Bank, a teacher must submit a written request to the Sick Leave Bank Committee. Said request must include a completed Family and Medical Leave Act form.
- F. A teacher shall suffer a five (5) day loss of pay after exhaustion of his/her sick leave before being able to withdraw time from the Bank.
- G. The Sick Leave Bank Committee shall consist of three (3) members as follows: the UEP President or his/her designee, and two UEP appointees chosen by the UEP President.

- H. The Sick Leave Bank Committee shall review the teacher's submission and the applicant's prior leave usage. The Sick Leave Bank Committee shall make a determination regarding whether to grant or deny the request within three (3) school days of the receipt of the request. A majority vote of the Sick Leave Bank is necessary to grant a request.
- I. In the event the Sick Leave Bank Committee denies a request, the applicant may request reconsideration of said determination in writing within ten (10) school days of receipt of the denial. The applicant may attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination.
- J. The Sick Leave Bank Committee, by majority vote, can decide to allow an applicant, upon his/her return to work from a leave allowed by the Sick Leave Bank Committee, to borrow up to ten (10) sick days against the annual sick leave amount to be credited to the teacher in the following year. This benefit can only be accessed one time during any given contract year. Any sick days that are not used by the end of the year shall be returned to the Sick Leave Bank. Any advanced sick days that are used shall be deducted from the applicant's following year annual allotment.
- K. Any determinations of the Sick Leave Bank Committee pursuant to sections G and H above shall be final and binding, and are not subject to the grievance and arbitration provisions of this Agreement.
- L. No teacher may use more than one hundred sixty (160) days from the Bank for each illness. Whether an illness is the same illness for purposes of this subsection shall be determined by satisfactory medical evidence.

### **Section 3. Personal Days**

- A. Except as set forth in subsection B, below, absence without loss of pay, not to exceed two (2) days in any school year, shall be granted to any teacher by the Superintendent of Schools or her/his designee for personal reasons, with no requirement that a reason be provided for using a personal leave day.
- B. Personal leave may not be taken on any workday immediately before or immediately after a school holiday or vacation. An absence for personal reasons on any such workday, except when taken with leave granted pursuant to Article IX § 16.B, below, shall be subject to a deduction of one day's pay, as determined according to Article XV § 3, and shall not ordinarily be subject to disciplinary action.
- C. The principal or designee may grant a teacher's request for time off due to an emergency or other approved reason, which will not be charged to personal leave. The principal or designee's decision shall be made on a case-by-case basis. Such approval shall not be unreasonably withheld. All leaves shall be calculated as time during the teacher workday regardless of assignment during that time (i.e., class time, preparation time, etc.). Each teacher shall be limited to the following amounts of said leave per school year: Three (3) leaves not to exceed thirty (30) minutes, One (1) leave not to exceed one (1) hour, and One (1) leave not to exceed two (2) hours.

### **Section 4. Professional Leave**

Teachers may request and will be entitled to at least two (2) professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The granting of these days will be subject to the approval of the Superintendent and their scheduling will be done by the teacher's principal or counterpart supervisor.

### **Section 5. Religious Observance**

Each teacher will receive up to three (3) days leave without loss of pay or benefits for required observance of recognized religious rites when such observance is not possible outside the school day.

### **Section 6. Bereavement Leave**

- A. In the event of a death of a member of the immediate family, teachers will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the teacher's discretion. Immediate family includes parents, spouse, life partner/companion, children, mother-in-law, father-in-law, siblings, and a person for whom the teacher has had the responsibility for making funeral arrangements. Up to two (2) of these five (5) work days can be taken at a later date in the case of a delayed interment.
- B. Teachers shall be entitled to four (4) consecutive work days to take effect from the day of death or the day of the funeral at the teacher's discretion of a grandparent, grandchild, brother and sister in-law or someone living in the immediate household. Up to two (2) of these four (4) work days can be taken at a later date in the case of a delayed interment.
- C. In the case of the death of a relative of the second degree, the teacher shall be entitled without loss of pay to the day or part thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws, other than mentioned above.

### **Section 7. Court Appearance**

- A. A teacher who has been subpoenaed to appear in court on a day he/she otherwise would have worked will be granted compensation by the COMMITTEE in an amount which, when added to the compensation received for such court appearance, will equal his regular prorated salary provided, however, the subpoena arises out of lawful and proper actions taken by the teacher in the course of his employment and provided the COMMITTEE and the UEP (and/or any school employee) are not adversarial parties in the court proceeding. Where the COMMITTEE initiates a suit against a teacher and/or the UEP and the teacher and/or the UEP prevails, the COMMITTEE will reimburse the

teacher or teachers who have to testify in the proceeding for time missed from their employment at an amount which, when added to the compensation received for such court appearance will equal their regular prorated salary. Such compensation will also be provided when a teacher, during the course of his duties, witnesses an event which subsequently becomes the subject of criminal court proceedings in which he/she is subpoenaed to testify.

- B. Time necessary for appearances in any legal proceeding connected with teacher's employment or the school system, and requested by the COMMITTEE and/or its agents, shall be granted without loss of pay of benefits.

#### **Section 8. Organized Reserve Forces Leave**

A teacher who, as a member of the Armed Forces Reserve, is ordered to report for his annual tour of duty during the school year, shall be granted up to seventeen (17) days of leave. Compensation will be granted to the teacher by the COMMITTEE in an amount which, added to the compensation received for such tour of duty, will equal his regular salary. Appropriate documentation shall be provided by the teacher upon request from Human Resources.

#### **Section 9. Leave for UEP Conventions and Conferences**

Leaves of absence without loss of pay to attend conventions of the United Educators of Pittsfield, MTA/NEA (UEP) shall be granted to UEP representatives to such conventions; provided, however, that the total amount of time taken by all such representatives will not exceed twenty (20) days per school year.

#### **Section 10. Maternity Leave**

- A. A female teacher who has been employed by the COMMITTEE for at least three consecutive months as a full-time teacher, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three (23), if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two (2) weeks' written notice to her Employer of her anticipated date of departure and intention to return, shall be restored to her

previous, or a similar, position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date of her leave. Such leave shall be unpaid to the extent the teacher's sick leave does not cover the balance.

- B. The COMMITTEE shall not be required to restore a teacher on maternity leave to her previous or a similar position if other teachers of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operation conditions affecting employment during the period of such maternity leave; provided, however, that such teacher on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.
- C. Such maternity leave shall not affect the teacher's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such Employer so provides for all employees on leave of absence.
- D. No provision of this section shall be deemed to be in conflict with the Family and Medical Leave Act of 1993 or any other applicable Federal or State law.
- E. Males and females are eligible for unpaid adoption leave in accordance with the above requirements.

#### **Section 11. Peace Corps**

Consistent with the provision of M.G.L. c. 71 § 41B, the Superintendent of Schools shall grant to a teacher who is currently in good standing and who has been accepted to serve in the Peace Corps of the United States, a leave of absence for the term of such service. Such leave shall be without pay and shall not be counted as creditable service for retirement purposes, and shall count as an unpaid leave of absence for purposes of this Agreement; but a teacher who receives such leave shall be restored to her/his previous or a similar position, with the same status, pay,

length of service credit and seniority, where applicable, as she/he held on the date of such leave of absence.

### **Section 12. Military Leave**

- A. Military leaves will be granted on request to any teacher upon induction, enlistment or recall into active service of any branch of the Armed Services of the United States. Such leave shall be without pay and shall remain in effect for the period of service not to exceed five (5) years. Upon return from such leave, teachers shall be returned to their former positions or to a comparable position provided they notify the School System within ninety (90) days prior to discharge from the service. Appropriate documentation shall be provided by the teacher upon request from Human Resources.
- B. Teachers not able to perform the duties of their former positions due to a disability sustained during military service but qualified to perform other duties in the school system consistent with their certification, shall be transferred to the other position at no loss in seniority, status, or pay.
- C. Teachers on military leave because they were drafted or recalled into active service shall continue to accrue all seniority and advancement upon the salary schedule. It is understood that the school year(s) in which a military leave of absence is granted shall not be deemed to count toward professional teacher status.
- D. This provision shall be renegotiated if the President of the United States shall declare a national emergency.

### **Section 13. Parenting Leave**

- A. A Teacher With Professional Status who wishes to obtain an unpaid leave of absence to care for a newborn child or newly adopted infant shall submit a written notice to the COMMITTEE at least forty-five (45) days in advance of the anticipated date of birth or adoption.
- B. Such leave shall be taken without pay, benefit accrual or co-payment of insurance. Parenting Leaves shall extend for the remainder of the school year in which the request is made; except that a teacher absent on parenting leave may, with approval of the

Superintendent or her/his designee, return to work before the end of the school year in which the leave is taken. Written notice of intent to return in September must normally be given prior to May 1, but in no event later than May 31, of such calendar year.

- C. If a teacher fails to return to work by the second September, following the start of the Parenting Leave, his employment will be terminated.
- D. No provision of this section shall be deemed to be in conflict with the Family and Medical Leave Act of 1993 or any other applicable Federal or State law.

#### **Section 14. Leave for Public Office**

The COMMITTEE shall grant leaves of absence without pay to any teacher with professional status to serve for one (1) term of a full-time public office. The COMMITTEE may extend such leaves at its discretion.

#### **Section 15. Leaves for UEP Service**

Employees who are elected or appointed to full-time positions with the UEP or any organization with which it is affiliated will, upon proper application, be granted up to two (2) years leave of absence for the purpose of accepting positions. Any further extension of such leave will not be given. Employees granted such leaves of absence shall retain all benefits as though they were in regular service. Upon return from such leaves of absence, employees shall be placed on the proper step of the salary schedule and shall be returned to their former positions.

#### **Section 16. Other Leaves of Absence**

- A. Extended leaves of absence may be granted for serious family or personal illness, professional improvement, and for other reasons at the discretion of the Superintendent or his/her designee.
- B. Whenever an Act of God or other calamity occurs for a teacher for whom personal leave time is unavailable pursuant to Article IX § 3.A and 3.B, above, said teacher may request paid "Act of God" leave from the Superintendent of Schools or her/his designee. Such leave shall count as use of personal time for purposes of determining the amount of personal leave time the teacher has for use in that school year, and also for purposes of computing that teacher's entitlement to and amount of severance pay. Act of God leave shall not be available to a teacher in excess of two (2) days in a school year. The



Superintendent or her/his designee may request documentation or other evidence sufficient to establish the need for Act of God leave by any teacher requesting it. The decision to grant Act of God leave shall be solely the Superintendent's or her/his designee's and shall not be subject to the grievance procedures of the *Agreement*.

**Section 17. Jury Duty**

- A. Teachers summoned to jury duty shall serve without loss of pay or benefits. The teacher shall provide the building principal with a copy of the summons to serve on a jury as soon as possible after its receipt.
- B. The teacher shall notify his or her principal as soon as possible if he or she is not required to report for jury duty on any given day, and he or she will report to work that day.
- C. If a teacher is released early from jury duty, he or she shall notify his or her principal as soon as possible and, if so directed, shall promptly report to work for the balance of the workday.
- D. Teachers must turn in documentation of the days served on jury duty along with their jury duty pay to the Payroll Office.

**Section 18. Maintenance of Rights and Benefits**

All fringe benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon return, and he/she will be assigned to the same or a substantially equivalent position. It is understood that return from any leave provided for in this Article is subject to the layoff and recall provisions of this Agreement.

**Section 19. Child-rearing and Adoption Leave**

Employees may take unpaid leave for child-rearing and/or adoption leave in accordance with the Family and Medical Leave Act and M.G.L. c. 149, §105D. In the event of child-rearing leave and/or adoption leave, a non-birth parent and/or a teacher adopting a child may choose to use up to ten (10) sick leave days and two (2) personal leave days for purpose of the leave.

**ARTICLE X**  
**TEACHER PROTECTION**

**Section 1. Personal Injury Benefits**

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or assault occurring in the course of his employment, he/she may use the accumulated sick leave he/she has to his credit. A teacher may take such of this accumulated sick leave as, when added to the amount of any workers compensation disability allowance actually received, will result in the payment to him/her of his full salary.
- B. It is the intention of the parties to incorporate Chapter 152 of the General Laws Workers' Compensation, into the collective bargaining agreement. However, disputes and issues falling under the scope of Chapter 152 shall not be arbitrable

**Section 2. Reimbursement for Teachers**

Teachers will be reimbursed for:

- A. Any clothing or other personal property normally carried by the person, such as handbags, umbrellas, etc., damaged or destroyed in the course of his employment through no fault of his own, up to a maximum of five-hundred dollars (\$500), upon satisfactory proof of damages; and
- B. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement or legal restitution for such services) incurred as the result of any injury sustained in the course of his employment.

**Section 3. Protection**

- A. Teachers will immediately report all cases of assault and/or battery suffered by them in connection with their employment to the Superintendent of Schools or her/his designee, in writing.
- B. This report will be forwarded to the COMMITTEE which will comply with any reasonable request from the teacher for information in its possession relating to the

incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

- C. All teachers shall be notified that, if court action might ensue from their actions in the performance of duty, legal counsel will be provided by the City Solicitor or another attorney selected by the COMMITTEE.

## ARTICLE XI

### DISCIPLINE AND STUDENT TRANSFERS

#### Section 1. Discipline

- A. The parties recognize that the COMMITTEE has the responsibility for the development of a disciplinary code as defined in M.G.L., c.71, § 37 H and 37 H 1/2.
- B. The COMMITTEE agrees to review any disciplinary code or code proposals submitted by the UEP as long as such code conforms to M.G.L., c.71, § 82-86.

#### Section 2. Student Discipline Appeals and Procedural Review

- A. A teacher who is dissatisfied with the final administrative action in a disciplinary matter involving a student whom that teacher has referred for discipline shall have the following rights:

Step 1: The teacher shall have the right to a timely meeting with the person imposing the discipline on the student. Said meeting may be requested orally or in writing.

Step 2: In the event that the teacher is dissatisfied with the result of the meeting held at Step 1, that teacher shall have the right to a timely meeting with the building principal to appeal the administrative action taken. Said meeting may be requested orally or in writing. (Steps 1 and 2 shall be combined if the principal has imposed the discipline being appealed.)

Step 3: In the event that the teacher remains dissatisfied with the administrative action after the aforesaid meeting, she/he shall have the right to a timely meeting with the Superintendent of Schools or her/his designee to review the administrative

action taken in disciplining the student. Said meeting may be requested orally or in writing.

- B. The parties agree that the appeal process set forth herein shall not result in a change in any disciplinary action taken administratively against any student. The parties further agree that said appeal process shall not be subject to the grievance procedure set forth in Article III of this Agreement. A teacher bringing an appeal under this section may request Union representation for any and steps of the process.
- C. The COMMITTEE and the UEP shall reestablish in the 2005-06 school year a committee, which shall review student discipline penalties and procedures. The committee may make formal recommendations to the UEP and the School Committee on improving the school district's student disciplinary procedures.

### Section 3. Student Transfers

The School Administration has the right to make pupil assignments and transfers to classes. When a student, after being assigned to a class, is transferred from that class to another class, the teachers concerned in the transfer will be consulted. The consultation is in no way meant to affect the School Administration's right to make such transfers.

## ARTICLE XII

### NON-DISCRIMINATION

The COMMITTEE shall not discriminate against any employee for any reason including but not limited to race, sex, creed, color, national origin, age, marital status, religion or political belief, sexual orientation, and handicap status, or other protected status under Federal or State law.

## ARTICLE XIII

### SAVINGS CLAUSE

- A. If any provision of this Agreement shall be found at any time to be contrary to law as the result of court decisions or legislative acts, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and substitute action shall be subject to prompt negotiation between the UEP and the COMMITTEE.

- B. In the event any provision of this Agreement shall be found at any time to be contrary to law as the result of court decisions or legislative acts which void any provision of this Agreement, all other provisions of the Agreement shall continue in effect.

**ARTICLE XIV**  
**FRINGE BENEFITS**

**Section 1. Health Insurance**

- A. The COMMITTEE agrees to pay that portion of the cost of individual or family coverage, whichever applies to the particular case, for Health Insurance of the type presently available to teachers, which is provided for other employees of the City of Pittsfield, but not less than sixty percent (60%) of such cost; and, effective with the 2005-06 contract year, eighty (80%) of the cost of the individual or family coverage of the available HMO's will be paid for each enrolled teacher. The UEP agrees to coordinate efforts with other municipal unions and the City administration to address the City's contractual commitment to provide health insurance through a specifically named carrier.
- B. The COMMITTEE and UEP are parties to a Memorandum of Agreement which provides for health insurance benefits to be provided through the Massachusetts Inter-local Insurance Association/BlueCross BlueShield Massachusetts. Said Agreement is attached to this contract. Employees shall receive health insurance benefits in accordance with said Agreement so long as said Agreement is in effect.
- C. Health insurance premium deductions shall be equalized throughout the year based upon the applicable number of pay periods. Health insurance premium increases effective July 1<sup>st</sup> will be deducted from employees' paychecks in June.

## **Section 2. Life Insurance**

The COMMITTEE agrees to pay that portion of the cost of up to \$10,000 term life insurance plan of the type presently available to teachers, which is provided for other employees of the City of Pittsfield, but not less than fifty percent (50%) of such cost.

## **Section 3. Tax-Sheltered Annuities**

Teachers will be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law, 87-370.

## **Section 4. Disability Plan Payroll Deduction**

Teachers shall be able to avail themselves of the MTA or other chosen disability plan through payroll deductions (i.e., only one (1) disability plan will be eligible for payroll deductions for the entire bargaining unit). Teachers will be responsible for 100% of the cost of said plan.

# **ARTICLE XV** **COMPENSATION**

## **Section 1. Professional Development and Educational Improvement**

- A. The COMMITTEE agrees to appropriate one hundred thousand dollars (\$100,000) for each year of this Agreement for the purposes of providing professional development and educational improvement support to teachers. The COMMITTEE shall disburse these funds as set forth in subsection B and C, below.
- B. 1. The COMMITTEE shall designate in each contract year of this Agreement seventy-five thousand dollars (\$75,000) for the purpose of supporting teachers' education improvement. Specifically, the sum shown shall be used each year toward payment of tuition, registration, library fee, and laboratory fees for in-service courses or courses at accredited colleges, universities, or professional training schools that are germane to the teacher's professional assignment and that are taken with the prior approval of the Superintendent of Schools or her/his designee, when approval is sought in writing on designated forms. Such approval shall not be unreasonably withheld.

2. The funds designated in subsection B(1), above, shall be distributed in each year of this Agreement by allocating \$25,000 for each period described in this paragraph. Each request must be filed on or before the following deadlines to be considered for reimbursement:
    - a. First course meeting occurs between July 16 and November 1: Submit request for approval by not later than November 1
    - b. First course meeting occurs between November 2 and March 1: Submit request for approval by not later than March 1
    - c. First course meeting occurs between March 2 and July 15: Submit request for approval by not later than July 15.
  3. The amount allocated in accordance with subsection B(2), above, shall be divided by the total amount of tuition and approved fees timely requested. Each request shall be funded at the percentage level of such ratio.
- C.
1. In each year of this Agreement, the COMMITTEE shall allocate twenty-five thousand dollars (\$25,000) for the purpose of promoting teachers' professional development by means other than those identified in subsection B(1), above. Specifically, the sum shown shall be used each year for the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of, and with the advance approval of, their principal, and the Superintendent or her/his designee. Staff members who have submitted the appropriate form to his/her Principal shall be eligible to receive reimbursement as described above. Such approval shall not be unreasonably withheld.
  2. The funds designated in subsection C(1), above, shall be distributed in each year of this Agreement by allocating fifteen thousand dollars (\$15,000) for the first period (a) described in this paragraph, and ten thousand dollars (\$10,000) for the second period (b) described in this paragraph. Any remaining amount from period (a) shall be transferred to period (b). If there are any remaining funds

after May 15th, then the JLMC will determine how to distribute the remaining funds and notify the Business Office no later than June 1 to be expended prior to July 1st.

Each request must be filed on or before the following deadlines to be considered for reimbursement:

- a. For professional development occurring between July 1 and December 31:  
Submit documentation for reimbursement not later than January 15th.
- b. For professional development occurring between January 1 and May 15:  
Submit documentation for reimbursement not later than May 15th.

D. The COMMITTEE agrees to appropriate \$25,000 each year for the employment of teachers in summer workshop sessions.

### **Section 2. Mileage Allowance**

- A. Teachers who are assigned to more than one school in any one school day will receive compensation for all inter-school driving done by them.
- B. This compensation will be the rate in effect in March of each year as established by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing contract year.

### **Section 3. Method of Payment**

- A. Daily rate of pay will be 1/183 for duration of agreement for determining proration of salary.
- B. Pay day for all members of the bargaining unit will be Wednesday, with a bi-weekly payroll. The pay day shall be changed from Wednesday to Friday effective upon the City of Pittsfield's implementation of same (note: The parties understand that upon said change all other references to Wednesday in this section will be considered to mean Friday). The COMMITTEE's processing of payroll should ensure that staff receives payment on the designated pay day. The COMMITTEE shall not be responsible for third party delays. The COMMITTEE's timelines for submission of timesheets must be adhered to.



1. Any member of the bargaining unit who, as of the start of the 2005-06 contract year, was receiving twenty-six (26) paychecks in a contract year, and any member of the bargaining unit first hired for the 2005-06 contract year, or who is hired thereafter, shall in each year thereafter be paid on a 26-check schedule.
  2. Any unit member who selected Option 1, as described in subsection C of this section, in June 2005 for the 2005-06 contract year, or who was already receiving 21 checks per year, shall be “grandfathered,” and may continue to be paid in 21 checks as long as she/he desires; but any such grandfathered unit member who subsequently opts to get paid 26 times, as described in Option 2 of subsection C of this section, shall not be permitted thereafter to return to the 21-check option.
- C. Solely in accordance with the conditions set forth in the preceding subsection, members of the bargaining unit may elect one of the following two methods of payment. Such election must be made on forms provided by the COMMITTEE before June 15 of the school year prior to implementation.

**Option 1.**

Teachers electing this option shall receive their pay as follows:

1. For the Agreement effective August 25, 2012 and ending August 24, 2015, paychecks will be issued every other Wednesday beginning September 1 through June 30.
2. There will be twenty-one (21) paychecks issued during the course of the aforesaid period. Each paycheck will be in the amount of one twenty-first (1/21<sup>st</sup>) of the annual salary.
3. Pay schedules for the following school year will be issued on or before the last day of school in June, provided the payroll calendar has been adopted by that date.

**Option 2.**

1. For the Agreement effective August 25, 2012 and ending August 24, 2015, paychecks will be issued every other Wednesday beginning September 1, with the twenty-sixth and final check issued during August.
  2. Each paycheck will be in the amount of one twenty-sixth (1/26th) of the annual salary.
  3. Pay schedules for the following school year will be issued on or before the last day of school in June, provided the calendar has been adopted by that date.
- D. Not later than the second paycheck of the school year, each teacher shall be provided with a written statement reporting the teacher's:
- Salary step placement
  - Base salary for the current year
  - Compensation for earned graduate credits
  - Longevity, if applicable
  - Accumulated sick leave effective at the start of the school year
  - Current insurance coverage
  - Stipends or differentials (if applicable at the time of notice) and any such comparable matters pertaining to the teacher's employment and compensation as it may be possible to inform each teacher of at that time.
- E. Any employee hired on or after August 25, 2010 will be required to receive his/her compensation through direct deposit.

**Section 4. Early Notice of Resignation with Intent to Retire**

- A. Except as set forth in subsection B, below, any teacher meeting the qualifications set forth in subsection C, below, whose formal notice of her/his intent to resign from the Pittsfield Public Schools is received by January 1 of the calendar year of her/his resignation shall be paid a \$5,000 one-time bonus. Said payment shall be made in the month following the teacher's retirement.
- B. No payment shall be made pursuant to subsection A, above, to a teacher who retires during a school year.
- C. In order to qualify for the bonus provided in subsection A, above, a teacher must:
  1. invoke this provision in writing to the Director of Human Resources;

2. be eligible to retire under the rules of the Massachusetts Teachers Retirement Board; and
  3. must have not less than ten (10) full school years of continuous service as a teacher in the Pittsfield Public Schools immediately prior to seeking this benefit. "Full year" shall mean the entire teachers' work year. A form appearing as "Appendix A" to this Agreement shall be available from the Personnel Office for invoking this provision in writing..
- D. Notice of resignation submitted under this provision shall be revocable only with the consent of the prospective resignee and the Pittsfield Public Schools, and only under extraordinary circumstances. Any request to revoke a resignation submitted under this provision shall, if contested by the Pittsfield Public Schools, be decided by majority vote of a committee composed of four (4) members, two (2) being members of the UEP, one being the Superintendent of Schools or her/his designee and one (1) being a member of the School Committee. The decision of said committee shall be final and shall not be subject to the grievance procedure of this Agreement.
- E. 1. A teacher who has received compensation under the provisions of a predecessor agreement for giving early notice of intent to retire, and who is employed by the Pittsfield Public Schools as of September 7, 1999, may exercise one of the following options, election of which shall exclude all others:
- Option 1: The teacher may resign as planned and receive the compensation that was stipulated in the predecessor agreement; or
- Option 2: The teacher, if she/he formally stated her/his intent to resign during the 1999-2000 school year, may rescind her/his notice of intent to resign, and either (a) repay whatever she/he has received as an early notice incentive under the predecessor agreement, or (b) change her/his stated resignation date to not earlier than the end of the 1999-2000 school year, and receive the payment described in subsection A,. above; or

Option 3: The teacher, if she/he formally stated her/his intent to resign not earlier than the end of the 1999-2000 school year, may receive the payment described in subsection A, above, so long as her/his formally stated intent to resign is not withdrawn before January 1 of the year in which the resignation was stated to be effective.

2. Except when a teacher elects Option 1, no payment for early notice of intent to resign shall be made to a teacher otherwise eligible for this payment except in accordance with subsection A, above. A teacher eligible under Option 2(b) or Option 3 for the benefit described in subsection A, and who, prior to the effective date of this Agreement, received payment for early notice of intent to retire under the provisions of a predecessor agreement, shall not be entitled to receive more than a total of \$5,000 for early notice of intent to resign.

F. If a teacher has provided early notice of intent to resign consistent with the provisions of this section, so that the teacher is entitled to the benefit described in subsection A, above, then, if that teacher dies before he/she could finish the work requirement described in subsection B, above, the sum that would have been due the teacher upon completion of her/his employment shall be deemed a debt owed to that teacher at the time of her/his death, and, consistent with the laws of the Commonwealth of Massachusetts, the teacher's estate shall receive the payment otherwise due to the teacher.

#### Section 5. Severance Pay

A. Upon the retirement or death of a teacher, the following severance pay provisions shall be applicable for service in the Pittsfield Public Schools.

1. Severance pay shall be granted to a teacher with at least twenty (20) years service as a teacher or administrator in the Pittsfield Public Schools. An accounting of all unused sick leave while a professional employee of the Pittsfield Public Schools will be made. The teacher shall receive ten percent (10%) of his/her daily rate of compensation for each unused sick day. The COMMITTEE shall inform the estate of a teacher who dies in service of the provisions of this Agreement.”
2. A teacher who, upon her/his separation from employment by the Pittsfield Public

Schools, qualifies to receive severance pay, and who has used not more than one-half of the personal leave days available to her/him during her/his period of employment as a teacher by the Pittsfield Public Schools, shall receive \$100.00 for each unused personal leave day as part of her/his severance pay.

3. Commencing on August 25, 2015, for each school year that a teacher uses three or fewer sick leave days, the teacher shall accumulate one (1) "attendance day" in a separate severance account. For each school year that a teacher does not use any sick leave days, the teacher shall accumulate two (2) attendance days in said account. Upon retirement, resignation, or death of a teacher, the teacher shall receive \$100 for each attendance day in the teacher's severance account.

#### **Section 6. Placement on the Salary Schedule**

- A. Full credit, not to exceed ten (10) years, will be given for previous teaching experience upon initial employment.
  1. The COMMITTEE may place a newly hired teacher up to Step 13 on the salary schedule regardless of her/his experience. In every such case the Superintendent of Schools or her/his designee shall notify the UEP that this is being done. Further, the Superintendent or her/his designee shall consult with the UEP regarding the rationale in each instance that a new hire is placed other than at her/his appropriate experience level.
- B.
  1. A teacher who was employed by the Pittsfield Public Schools, who left the employ of the Pittsfield Public Schools, and who returns to work for the Pittsfield Public Schools after an absence not exceeding five years (60 calendar months), shall be paid at the contractual salary step warranted by her/his experience.
  2. Previously accumulated unused leave days will be restored to returning teachers who return within three (3) years of the time they left the Pittsfield School System.
  3. The School Committee may grant credit on the salary scale for military service up to three (3) years prior to employment in Pittsfield.

4. A Career/Vocational Technical Education teacher who teaches students in the occupational or vocational programs may be employed with or without a degree if he or she is certified by the Department of Elementary and Secondary Education, Division of Occupational Education, or is on an approved waiver. In either event, a new teacher, if he/she has not been teaching at least six (6) years, may be granted up to six (6) years of experience in determining his or her placement on the salary schedule. Said teachers will be placed on the appropriate Step of the following preparation levels of the Basic Salary Schedule:

Career/Vocational Technical Education without a Degree – Bachelor’s Level

Career/Vocational Technical Education with a Bachelor’s Degree – Master’s Level

Career/Vocational Technical Education with a Master’s Degree – CAGS Level

5. A teacher who has retired and who returns to work for the Pittsfield Public Schools under a critical shortage declaration duly approved by the Massachusetts Department of Education, who left the employ of the Pittsfield Public Schools, and who returns to work for the Pittsfield Public Schools after an absence not exceeding five years (60 calendar months), shall be paid at the contractual salary step warranted by her/his experience.

- C.
  1. Teachers holding a Bachelor's Degree may accumulate credit in blocks of 6-12-18-24-30 credits before the Master's at the rate of \$30 per credit for successful completion of prior approved courses. Effective August 25, 2013, this provision shall no longer be effective. Instead, teachers will be placed on the appropriate column of the salary schedule (see Section 8(A)). If a teacher is receiving compensation for credits that do not correspond with a particular column prior to August 25, 2013, said teacher will continue to receive compensation based upon said number of credits until the teacher obtains a sufficient number of credits to move to the next column. For example, if a teacher currently holds a B+6, said teacher will continue to be compensated based upon B+6 until said teacher is eligible to move to B+15.

2. Teachers holding a Master's Degree may accumulate credit for successful completion of prior approved courses taken after earning a Master's Degree and before earning a Doctor's Degree in the following amount:
  - a. Teachers holding a Master's Degree may accumulate credit for successful completion of prior approved courses taken after earning a Master's Degree and before earning a Doctor's Degree in the following amount: Forty-eight (48) semester hours at thirty-five dollars (\$35) per credit hour.
  - b. Teachers who accumulate 60 credits beyond a Masters will be paid at a level equal to \$3,000 greater than the MA column. Courses taken after MA+60 will be reimbursed at \$50/credit.
  - c. Effective August 25, 2013, this provision (i.e., Section 2 including subsections a and b) shall no longer be effective. Instead, teachers will be placed on the appropriate column of the salary schedule (see Section 8(A)). If a teacher is receiving compensation for credits that do not correspond with a particular column prior to August 25, 2013, said teacher will continue to receive compensation based upon said number of credits until the teacher obtains a sufficient number of credits to move to the next column. For example, if a teacher currently holds a M+6, said teacher will continue to be compensated based upon M+6 until said teacher is eligible to move to M+15.
3. Career/vocational teachers shall receive \$90 for each block of six (6) credits earned after September 1, 1999. Effective August 25, 2013, this provision shall no longer be effective. Instead, teachers will be placed on the appropriate column of the salary schedule (see Section 8(A)). If a teacher is receiving compensation for credits that do not correspond with a particular column prior to August 25, 2013, said teacher will continue to receive compensation based upon said number

of credits until the teacher obtains a sufficient number of credits to move to the next column.

4. a. Any member of the bargaining unit who was awarded a doctorate before September 1, 1997, will receive \$50.00 for each credit hour earned after receipt of her/his doctorate of which there is a record in the employee's personnel file by the end of the working day on May 26, 1998. Payment for the credit hours will be effective July 1, 1997. Effective August 25, 2013, this provision shall no longer be effective. Instead, teachers will be placed on the appropriate column of the salary schedule (see Section 8(A)). However, any teacher who has already earned credits beyond a Doctorate pursuant to this section shall continue to be compensated for said credits, but will not be compensated for additional credits earned after August 25, 2013.
- b. Any member of the bargaining unit who is awarded a doctorate on or after September 1, 1997, or who has a doctorate and is employed by the Pittsfield Public Schools after July 1, 1998, will receive \$50.00 for each credit earned after receipt of her/his doctorate, and for which suitable evidence is presented, provided that (i) the credit hour was earned after September 1, 1998, and (ii) if the credit hour was earned while the individual was employed by the Pittsfield Public Schools, then it was approved in the same manner as other credit hour compensation. Said payment will be effective for the 1998-99 school year. Effective August 25, 2013, this provision shall no longer be effective. Instead, teachers will be placed on the appropriate column of the salary schedule (see Section 8(A)). However, any teacher who has already earned credits beyond a Doctorate pursuant to this section shall continue to be compensated for said credits, but will not be compensated for additional credits earned after August 25, 2013.



4.If a teacher is requested to teach outside her/his certification area, then the teacher will be reimbursed the reasonable cost of taking a course in that subject area, less anything available from professional development. "Reasonable cost" means tuition and fees otherwise approvable for reimbursement charges at a Massachusetts State College.

**Section 7. Longevity**

Payments in addition to other entitlements will be granted on the basis of length of service as defined in Article IV, § 25, Seniority, of this Agreement in the following amounts:

<b>Effective</b>	<b>August 24, 2018</b>	<b>August 25, 2019</b>	<b>August 25, 2020</b>
<b>Years of Service</b>			
<b>15-19 years</b>	\$700	\$700	\$700
<b>20-24 years</b>	\$1,000	\$1,000	\$1,000
<b>25+ years</b>	\$1,300	\$1,300	\$1,300

Effective August 24, 2019 or August 24, 2020, as applicable, provided the Chapter 70 threshold is met: for 10-14 years of service, \$500 (this longevity category and amount is contingent upon Pittsfield receiving at least an additional \$750,000 in Chapter 70 monies in FY 20 as compared to the Chapter 70 monies received in FY19 or Pittsfield receives at least an additional \$750,000 in Chapter 70 monies in FY21 as compared to the Chapter monies received in FY20.

The payment after 20 and 25 years of service is the total longevity payment due and is not in addition to the dollar payment given in the previous category or categories.

**UNITED EDUCATORS OF PITTSFIELD**  
**Section 8.A, Basic Salary Schedule**

See attached Salary Schedules marked as 8.A.

**UNITED EDUCATORS OF PITTSFIELD**  
**Section 8.B, Occupational and Physical Therapists Salary Schedule**

See attached Salary Schedules, marked as 8.B

**UNITED EDUCATORS OF PITTSFIELD**  
**Section 8.C, School Nurses Salary Schedule**

See attached Salary Schedules, marked as 8.C

**Section 9. Increments and Salary Step Movement**

- A. During the first three full school years of her/his employment as a teacher by the Pittsfield Public Schools, a teacher shall move automatically to the next salary step in her/his second full year, and to the salary step after that in her/his third full year of employment as a teacher. For purposes of this section, "full school year" shall mean a school year in which an individual's actual work as an appointed teacher has started by not later than October 1 of the school year.
- B. 1. In the fourth year of her/his employment, and thereafter, a teacher shall be eligible for salary step movement only by earning increment credits. Increment credits are necessary for a teacher's salary step movement as follows.

<u>Teacher's Academic Degree</u>	<u>Professional Development Points Needed per year</u>
No Bachelors Degree	45 PDPs
Bachelors Degree	30 PDPs
Masters Degree or more	15 PDPs

For purposes of this section, one graduate credit hour shall be deemed the equivalent of 15 PDPs.

2. In order for salary step movement to be effective at the start of the teachers' work year, satisfactory evidence of having earned a suitable number of increment credits shall be presented by the teacher to the Personnel Office by not later than October 1. Satisfactory evidence of having earned a suitable number of increment credits that is so presented after October 1, but not later than February 1, shall make said teacher's salary step movement effective February 1.
3. a. Effective with the 2000-2001 contract year, PDPs will count toward step movement only if they are deemed administratively to be recognized by the Massachusetts Department of Education as creditable toward a teacher's recertification by that agency. The point of reference for making this

determination shall be the Department's duly published regulations and guidelines on teacher recertification.

- b. In the event of an administrative determination that a teacher's claimed PDPs are not recognized by the Massachusetts Department of Education as creditable toward a teacher's recertification, the teacher shall have the right to meet with the Superintendent of Schools and her/his designee to seek review of that determination. An administrator other than the one who made the determination to which the teacher objects shall conduct said review. The decision of the Superintendent or her/his designee in this review shall be final, and shall in no case be subject to the grievance procedure set forth in Article V of this Agreement.

- C. Career/vocational teachers may be granted in-service credit for trade-related courses, seminars, workshops and institutes. The number of credits to be awarded for each approved course, seminar, workshop or institute taken by the career/vocational teacher will be determined by the Superintendent of School or her/his designee after consultation with the Assistant Superintendent for Career/Vocational Technical Education and the teacher involved. All such in-service credit determinations shall be in conformity with the requirements of M.G.L. c. 74.

**Section 10. Differentials**

A.

<b>Title</b>	<b>Effective August 25, 2015</b>	<b>Effective August 25, 2016</b>	<b>Effective August 25, 2017</b>
Department Heads, Unit Leaders & PCHP Head Teacher*			
Fewer than 5 teachers	\$4259	\$4323	\$4388
5-10 teachers	\$4624	\$4693	\$4763
11-15 teachers	\$4986	\$5061	\$5137
16 or more teachers	\$5341	\$5421	\$5502
* The Department Head, Unit Leader, and/or PCHP Head Teacher will be included in determining the total number of teachers.			
*Supervisory/Department Head Vocational Technical Program	\$7285	\$7394	\$7505
Team Leaders**	\$4018	\$4078	\$4139
Instructional Technology Specialist	\$3842	\$3900	\$3959
Head Teachers	\$1826	\$1853	\$1881
Head Teachers (Non-Community Schools), in Principal's absence***	\$640	\$650	\$660
Head Teachers (Middle Schools) (in Principal's absence)	\$66	\$67	\$68

\*The position description dated May 1997 is incorporated by reference into this Agreement.

\*\*In regard to 9<sup>th</sup> grade Team Leaders, if the school has a dedicated team, then the position will be funded.

\*\*\* The Head Teachers (Non-Community Schools) will track how often they are asked to cover the school in the absence of the principal during the 2018-2019 school year. The UEP and the Committee will reopen the agreement at the conclusion of the 2018-2019 school year for the purpose of discussing the stipend associated with this position.

B. Unit Leaders with Evaluation responsibilities for paraprofessionals shall be compensated as follows:

<b><u>No. of Paras. Evaluated</u></b>	<b><u>Differential Effective August 25, 2015</u></b>	<b><u>Differential Effective August 25, 2016</u></b>	<b><u>Differential Effective August 25, 2017</u></b>
1-6	\$191	\$194	\$197
7-12	\$377	383	\$389
13-18	564	\$572	\$581

19-24	\$753	\$764	\$775
25-31	\$941	\$955	\$969
32-36	\$1,129	\$1,146	\$1,163
37-42	\$1,317	\$1,337	\$1,357

C. Department Head and Team Leader positions will be posted and appointed on an annual basis. If there is more than one (1) qualified applicant for such a position, the principal or other administrator shall not be required to interview more than two (2) such applicants, although nothing herein shall be construed to prohibit a principal or other administrator from interviewing as many internal applicants for such a position as she/he deems necessary. The identity of the applicants who will be interviewed under this section shall be determined by the principal or other administrator.

D. If the Committee adopts an Advisor/Advisee high school program, then the parties will negotiate an appropriate stipend. Individuals who are selected for the program will be responsible for lessons and planning.

**Section 11 High School Coaching Positions**

**Group I Head Coaches:**

Sport	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015
Football Basketball Boys Basketball Girls Hockey Baseball Softball Soccer Boys Soccer Girls Lacrosse Track	\$3,630	\$3,839	\$4,045	\$4,250	\$4,459	\$4,662
	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016
Football Basketball Boys Basketball Girls Hockey Baseball Softball Soccer Boys Soccer Girls Lacrosse	\$3,684	\$3,897	\$4,106	\$4,314	\$4,526	\$4,732



Track						
	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017
Football Basketball Boys Basketball Girls Hockey Baseball Softball Soccer Boys Soccer Girls Lacrosse Track	\$3,739	\$3,955	\$4,168	\$4,379	\$4,594	\$4,803

**Group II Head Coaches**

Sport	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015
Swimming Boys* Swimming Girls* Wrestling	\$2,749	\$2,982	\$3,219	\$3,454	\$3,692	\$3,925
	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016
Swimming Boys* Swimming Girls* Wrestling	\$2,790	\$3,027	\$3,267	\$3,506	\$3,747	\$3,984
	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017
Swimming Boys* Swimming Girls* Wrestling	\$2,832	\$3,072	\$3,316	\$3,559	\$3,803	\$4,044

**Group III Head Coaches**

Sport	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015
Golf Tennis Boys Tennis Girls X Country Boys X Country Girls X-Ctry Skiing Boys X-Ctry Skiing Girls Volleyball Boys Volleyball Girls Alpine Skiing	\$2,087	\$2,231	\$2,408	\$2,569	\$2,732	\$2,949
	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016
Golf Tennis Boys Tennis Girls X Country Boys X Country Girls X-Ctry Skiing Boys X-Ctry Skiing Girls Volleyball Boys Volleyball Girls Alpine Skiing	\$2,118	\$2,264	\$2,444	\$2,608	\$2,773	\$2,993
	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017
Golf Tennis Boys Tennis Girls X Country Boys X Country Girls X-Ctry Skiing Boys X-Ctry Skiing Girls Volleyball Boys Volleyball Girls Alpine Skiing	\$2,150	\$2,298	\$2,481	\$2,647	\$2,815	\$3,038

**Group IV Ass't Coaches**

Sport	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015
Baseball Football Basketball Boys Basketball Girls Softball Soccer Boys Soccer Girls Lacrosse Volleyball Boys Volleyball Girls Track Boys Track Girls Wrestling	\$2,306	\$2,506	\$2,697			\$2,949
	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016
Baseball Football Basketball Boys Basketball Girls Softball Soccer Boys Soccer Girls Lacrosse Volleyball Boys Volleyball Girls Track Boys Track Girls Wrestling	\$2,341	\$2,544	\$2,737			\$2,993
	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017
Baseball Football Basketball Boys Basketball Girls Softball Soccer Boys Soccer Girls Lacrosse Volleyball Boys	\$2,376	\$2,582	\$2,778			\$3,038

Volleyball Girls						
Track Boys						
Track Girls						
Wrestling						

**Group V Ass't Coaches**

Sport	Minimum	Step 1	Step 2	Step 3	Step 4	Maximum
	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015	Effective August 25, 2015
Cross Country	\$1,314	\$1,314				\$1,314
	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016	Effective August 25, 2016
Cross Country	\$1,334	\$1,334				\$1,334
	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017	Effective August 25, 2017
Cross Country	\$1,354	\$1,354				\$1,354

TRAINER	Effective August 25, 2015	Effective August 25, 2016	Effective August 25, 2017
	\$5,844	\$5,932	\$6,021

FACULTY MANAGER**	Effective August 25, 2015	Effective August 25, 2016	Effective August 25, 2017
	\$4,662	\$4,732	\$4,803

\*If either the boys' or girls' team has five (5) or fewer members, then the stipend will be at the rate set for one coach

\*\*Shall work the teachers' work year plus ten days.

Ticket Takers, Ticket Sellers  
Score Keepers, Timer,  
Game-site Managers, &  
other similar positions

Rate of pay will be no less than that of the 1996-1997 season. Positions funded by gate receipts. Persons taking one of positions does so for the entire season.

**Section 12. Coaches**

A.

<b>Intramural Middle School</b>			
Season	Effective August 25, 2015	Effective August 25, 2016	Effective August 25, 2017
Fall	\$1,146	\$1,163	\$1,180
Winter	\$1,452	\$1,474	\$1,496
Spring	\$1,146	\$1,163	\$1,180

<b>Intramural High School</b>			
Season	Effective August 25, 2015	Effective August 25, 2016	Effective August 25, 2017
Fall	\$1,273	\$1,292	\$1,311
Winter	\$1,146	\$1,163	\$1,180
Spring	\$1,146	\$1,163	\$1,180

**Section 13.**

**A. High School Co-Curricular Activities**

Category	Positions In Category	Effective August 25, 2015	Effective August 25, 2016	Effective August 25, 2017
I	High School Band High School Chorus Orchestra	\$3,765	\$3,821	\$3,878
II	Academic Decathlon* Cheerleaders (2 per school) Color Guard Drama** Sr. Class Advisor Jr. Class Advisor Yearbook Editor	\$2,683	\$2,723	\$2,764
III	Environmental/Environmental Future Teachers of America Newspaper Quiz Team† Radio Station School Store Sophomore Class Advisor Student Senate/Council Yearbook Business Mgr. ††	\$1,155	\$1,172	\$1,190

IV	Computer Program Club Freshman Class Advisor Language Clubs National Honor Society Pep Club Students Against Drunk Driving (SADD) Technology Club Literary Journal	\$753	\$764	\$775
V	Math League Internet Club Photography Club	\$377	\$383	\$389

\* Yearbook Business Manager shall be responsible for finances as connected with yearbook and the Literary Journal.

\*\* The Drama Advisor will be responsible for a fall as well as a spring production.

† The Quiz Team Advisor shall be responsible for participation in the County Quiz Team League, participation in local and regional radio Quiz contests, and participation in TV quiz contests.

Payment will be as follows:

<b>Effective August 25, 2015</b>	\$290	per TV show up to	\$1,145
<b>Effective August 25, 2016</b>	\$294	per TV show up to	\$1,162
<b>Effective August 25, 2017</b>	\$298	per TV show up to	\$1,179

†† Two Academic Advisors at a single high school may receive the full stipend provided that the high school involved enters two complete Academic Decathlon teams into official competition in the Academic Decathlon program.

1. All above shall be subject to the following provisions:

- a. Positions shall be advertised in the usual manner.
- b. Building principals shall provide detailed outlines of programs to be implemented.
- c. Annual reports shall be required of each moderator.

2. As is the case with any position/activity listed in the collective bargaining agreement, the Pittsfield Public Schools will determine, at its discretion, whether to fund and/or fill any of the above-listed co-curricular activities.

3. The building principal, with the concurrence of the superintendent, may petition the School Committee to finance worthy additional co-curricular activities.

## **B. Middle School and Elementary School**

1. In 2004-05 and thereafter, a total of three thousand nine hundred (\$3,900) shall be

appropriated for the elementary schools' co-curricular activities.

2. The particular activities to be offered at each middle and elementary school will be determined by the building principal. Except as set forth in paragraph 3, below, compensation for such activities will be determined by a designated representative of the UEP and the Assistant Superintendent for Personnel and Negotiations.

The position of middle school band director, orchestra director, and choral director shall be compensated as a Category III position under Article XV § 13.A, above.

**C. Division of Co- or Extra-Curricular Compensation Permitted**

Two or more individuals may divide the duties of a co-curricular or extra-curricular position, and therefore the stipend for that appointment, with the approval of the Superintendent or her/his designee. The Superintendent or her/his designee shall notify the UEP when this is done.

**D. Per Diem Payment for Co- and Extra-Curricular Work**

Co- or extra-curricular positions may be compensated at a per diem rate if and only if (1) a timesheet is used by any teacher duly appointed to the position, (2) the per diem rate to be used is approved in writing by the Superintendent or her/his designee, and (3) the total sum paid to the teacher or teachers so dividing the compensation for the position shall not exceed the amount of the stipend for the specific position that is set forth in this Agreement.

**E. Written Notice of Appointment for Co- and Extra-Curricular Positions**

No appointment to any co- or extra-curricular position shall be deemed effective and therefore as requiring payment unless and until a written notice of appointment has been sent by the Superintendent of Schools or her/his designee to the individual recommended for that position.

**Section 14. Driver Education Teachers**

Behind-the-wheel instructors will receive the following:

Effective August 25, 2015	\$18.28	Per class hour
Effective August 25, 2016	\$18.55	
Effective August 25, 2017	\$18.83	

Classroom instructors will receive the following:

Effective August 25, 2015	\$20.08	Per class hour
Effective August 25, 2016	\$20.38	
Effective August 25, 2017	\$20.69	

**Section 15. Home Instruction Teachers**

Home Instruction teachers will receive the following:

Effective August 25, 2015	\$20.08	Per class hour
Effective August 25, 2016	\$20.38	
Effective August 25, 2017	\$20.69	

Certified teachers employed by the COMMITTEE shall be given an opportunity for homebound instruction assignments before certified teachers not employed by the COMMITTEE are given such assignments.

**Section 16. TEAM Evaluations**

Personnel required to participate in TEAM evaluation sessions outside of their regular workday shall be compensated at the rate paid to teachers of children on homebound instruction.

**Section 17. Evening School Teachers**

A. Certified teachers instructing within their area(s) of certification will receive:

Effective August 25, 2015	\$25.11	Per class hour
Effective August 25, 2016	\$25.49	
Effective August 25, 2017	\$25.87	

B. Other teachers (Leader) will receive:

Effective August 25, 2015	\$20.07	Per class hour
Effective August 25, 2016	\$20.37	
Effective August 25, 2017	\$20.68	



**Section 18. Curriculum and Workshop Teachers and Workshop Leader**

Teacher	Effective August 25, 2015	\$28.52	Per class hour
	Effective August 25, 2016	\$28.95	
	Effective August 25, 2017	\$29.38	

Leader	Effective August 25, 2015	\$30.16	Per class hour
	Effective August 25, 2016	\$30.61	
	Effective August 25, 2017	\$31.07	

**Section 19. Part-time A.B.E. Teachers and Certified E.S.L. Teachers**

Effective August 25, 2015	\$30.64	Per class hour
Effective August 25, 2016	\$31.10	
Effective August 25, 2017	\$31.57	

**Section 20. Teen Parent Program Instructors**

Effective August 25, 2012	\$28.95	Per class hour
Effective August 25, 2013	*	
Effective August 25, 2014	**	

**Section 21. National Board for Professional Teacher Standards Compensation**

- A. 1. Commencing in the 2000-01 contract year, the COMMITTEE shall compensate up to ten (10) teachers per year for fifty percent (50%) of that teacher's application fee in seeking certification by the National Board for Professional Teacher Standards (NBPTS). Payment shall be made to the teacher not later than thirty (30) calendar days after the teacher's submittal to the Superintendent or her/his designee of (a) all documentation of the teacher's submittal of an appropriate NBPTS application form and (b) a photocopy of the cancelled check, money order, or other means by which payment to the NBPTS was made.
2. In the event that more than ten teachers apply for NPBTS certification in a contract year, reimbursement shall be made to the first ten teachers who submit full documentation of their submittal of completed applications, as set forth above.
- B. Commencing in the 2001-02 contract year, the COMMITTEE shall each year compensate up to ten (10) teachers each year who have been awarded NBPTS certification, the compensation being as follows:
1. The remaining fifty percent (50%) of the teacher's NBPTS application fee, which shall be paid not later than thirty (30) calendar days after the teacher's submittal to the Superintendent or her/his designee of suitable evidence of having been awarded NBPTS certification;
  2. In each full school year of the validity of the NBPTS certificate awarded, \$5,000 per year, payable as salary; and
  3. In each partial school year of the validity of the NBPTS certificate awarded, a pro rata portion of \$5,000, based on the part of the teacher's contractual work year during which said valid certification is held, payable as salary.

- C. A teacher who earned NBPTS certification previously under this provision shall continue to be entitled to the annual compensation set forth in § 20.B.2 and B.3, above, for the entire period of the NBPTS certificate's validity.
- D. By not later than November 1, 2000, a committee composed of up to five representatives of the COMMITTEE and up to five representatives of the UEP shall meet to study the availability to Pittsfield teachers of national or other certifications of subject area knowledge or teaching competency for vocational-technical or other teachers. The study committee shall make recommendations to the COMMITTEE and the UEP not later than March 15, 2001 on the advisability of recognizing said certifications by means of compensation or other means, and, to the extent it deems appropriate, the study committee shall specify the dollar amount it recommends, or other means considered desirable, for such recognition.

**Section 22. Mentor Teachers**

- A. If the COMMITTEE sponsors a teacher mentoring program during the 2009-10 contract year, then the stipend paid to each mentor teacher shall be \$560.
- B. Appointment to a mentoring position shall be made by the Superintendent of Schools or her/his designee. Such appointment shall be made on the recommendation of the building principal or other appropriate supervisory administrator. Such appointments shall be for one year, and shall be renewable.
- C. The Superintendent or her/his designee shall establish standards of performance for mentor teachers on or before August 1, 2000, and shall timely publicize said standards annually to any interested teacher. A copy of said standards shall be provided to the UEP at the time of their publication. The Superintendent or her/his designee will consult with the UEP at the UEP's request prior to their publication.

- D. The failure of the Superintendent or her/his designee to renew a teacher's mentoring appointment shall in no case be subject to the grievance procedure set forth in Article V of this Agreement.

**Section 23. Compensation Paid in Error**

- A. Compensation that is owed to a member of the bargaining unit under this Agreement or a predecessor agreement, and that she/he has not received in error, may be recovered by that teacher, but only retroactive to the start of the fiscal year when the error is discovered.
- B. Compensation that has been paid to a member of the bargaining unit under this Agreement or a predecessor agreement, and that is in excess of what the employee was owed contractually, may be recovered by the COMMITTEE from the bargaining unit member to whom the excess payment was made, but only but only retroactive to the start of the fiscal year when the error is discovered.
- C. As used in this section the term "fiscal year" denotes the period starting July 1 and ending June 30.

**Section 24: Irrelevance of Source of Funding**

Regardless of the source of funding for payment for work that is covered by this Agreement, compensation rates stated in this Agreement shall apply for all such work.

**Section 25: Applicability of Compensation for Retirement**

Applicability of compensation for the purpose of retirement is at the sole discretion of the Massachusetts Teachers Retirement System (MTRS).

**ARTICLE XVI**

**RETELL/SEI Endorsement Course**

To the extent that current Unit A members are required to obtain the SEI endorsement for licensure purposes, the COMMITTEE and UEP agree that:

- the District will create and maintain a master list of educators who require the SEI endorsement and those who have earned it through established DESE pathways.
- This list will be shared with the UEP upon request or when updated.
- The President of the UEP will be provided with a list, either digitally or hard copy, of each cohort of UEP members enrolled in the District based RETELL/SEI Endorsement course.
- The meeting dates of the RETELL/SEI Endorsement course will be outside of the regular school day and at a location within the City of Pittsfield.
- Teachers who already have or will earn the SEI endorsement through an approved DESE pathway, but not through an educator licensure program prior to being employed by the District, will earn the equivalent of three (3) graduate credits toward salary step movement.
- The District will offer a cost-free course for educators in the event the endorsement has not been earned by 2017.

**ARTICLE XVII**

**DURATION**

The Agreement shall be effective as of August 25, 2018, and shall continue and remain in full force until August 24, 2021. Not later than January 15, 2021, or at such other date as the parties hereto may agree, said parties shall enter into negotiations for a successor *Agreement* to become effective August 25, 2021.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, this 1<sup>st</sup> day of October, 2018.

PITTSFIELD SCHOOL COMMITTEE

UNITED EDUCATORS OF PITTSFIELD

BY: Katherine You  
CHAIRMAN

BY: Melissa A. Campbell  
PRESIDENT

**APPENDIX A**

**NOTICE OF RESIGNATION  
AND CLAIM OF BENEFITS  
PURSUANT TO  
ARTICLE XV § 4 OF  
THE *AGREEMENT* BETWEEN  
THE UNITED EDUCATORS OF PITTSFIELD  
AND  
THE PITTSFIELD SCHOOL COMMITTEE**

I, (please print or type name) \_\_\_\_\_

hereby invoke Article XV § 4 of the *Agreement* between the United Educators of Pittsfield and the Pittsfield School Committee, and submit my resignation from the Pittsfield Public Schools, effective (please indicate date) \_\_\_\_\_, but not later than the day preceding the start of the next teachers' work year. In so doing, I claim the benefit stated in Article XV § 4(A) that is due me upon my leaving said employment.

I hereby state that to the best of my knowledge I am eligible to retire under the rules of the Massachusetts Teachers' Retirement Board, and that I have been continuously employed as a teacher in the Pittsfield Public Schools for not less than ten (10) full years prior to providing this notice.

I will receive payment of the sum provided in the month following my retirement.

I recognize that, except under the conditions set forth in Article XV § 4(D) of the *Agreement*, my resignation will be effective on the date stated above, and may not be revoked.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **APPENDIX B**

### **EVALUATION**

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**1) Purpose of Educator Evaluation**

- A) This contract language is based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

**2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. Examples of work products that may or may not be chosen to become artifacts for evaluation could include (this list is not exhaustive):
  - i) Integrated units of instruction
  - ii) Daily lesson plans
  - iii) Teacher-made assessments
  - iv) Classroom technology applications
  - v) Classroom management plan and class rules
  - vi) Teacher/student parent contacts
  - vii) Student interest surveys



- viii) Parent communication log
  - ix) Classroom newsletter
  - x) Samples of student work (without identifying information)
  - xi) Teacher journals/logs
  - xii) Educator generated videos and/or audio tapes (15 minute segment limit)  
(with permission granted)
  - xiii) Educator generated photographs of classrooms (with permission granted)
  - xiv) Summative evaluations
  - xv) Student/parent/colleague surveys
  - xvi) Resume/transcript
  - xvii) Awards, recognitions
  - xviii) Meetings and workshops
- B) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- D) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. Grading district assessments will not be a teacher responsibility. The UEP and the Committee reserve their rights regarding bargaining, to the extent allowed by law, upon DESE issuance of guidelines.
- E) **\*Educator(s):** Inclusive term that applies to all classroom teachers and Specialized Instructional Support Personnel, unless otherwise noted.

- F) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 45 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, but said activities are not required.
- G) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- H) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- I) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation. **The Primary Evaluator may be the Supervising Evaluator.**

- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The primary Evaluator and supervising Evaluator, if any, will only be those designated on the Evaluation Responsibility List and may not be changed without formal agreement between the UEP and the school committee.
- J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
  - K) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  - L) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  - M) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
  - N) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  - O) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator

practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement.

- P) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- R) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or work site visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation must occur in person.  
Classroom or work site observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the work site at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the Pittsfield school committee (SC) and the United Educators of Pittsfield (UEP).
- T) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- i) **Exemplary:** the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - ii) **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- iii) **Needs Improvement:** the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - iv) **Unsatisfactory:** the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- V) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.
- X) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
  - i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- Y) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of

Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) **Elements:** Defines the individual components under each indicator
  - iv) **Descriptors:** Describes practice at four levels of performance for each element
- Z) **Specialists:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- EE) **Walkthrough:** An informal visit that provides an opportunity for evaluators to see an overview of the individual classrooms. Walkthroughs shall not be used for evaluative purposes. Evaluators are not required to provide feedback after a walkthrough.

3. **Evidence Used In Evaluation:** The following categories of evidence shall be used in evaluating each Educator:
- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
    - (a) For classroom teachers: The educator shall propose classroom-based assessments that are scored using an agreed upon district or school rubric or scoring guide. Rubrics will be determined by teams of teachers by grade level/subject matter/school-wide.
    - (b) For Specialists: The educator shall select an assessment that will be used to measure student learning outcomes directly related to the learning goals outlined in IEP, treatment plans, or other student-specific goals.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement as negotiated by the UEP and the district. The measures must be based on the Educator's role and responsibility.

- v) Other measure(s) discussed by the educator and evaluator may include but not be limited to individual, grade level and/or content area teams, or whole school metrics such as;
  - (a) Grading patterns.
  - (b) Course taking patterns.
  - (c) Promotion, retention and/or graduation rates.
  - (d) Performance on Advance Placement, SAT, PSAT, ACT, ASVAB and other standardized measures.
  - (e) Feedback from student surveys. The parties agree to negotiate protocols based on DESE guidance.
  - (f) Excessive student absenteeism shall be factored into measures of teacher proficiency.
  
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
  - v) Observations of interactions and contributions to grade level or content area teams.
  - vi) Contributions to school or districts committees.
  - vii) Attendance at professional development activities.
  
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and staff feedback (see #23 and 24 below).



- v) Any other relevant evidence from any source that the Evaluator shares with the Educator and the Educator agrees is relevant. Other relevant information could include information provided by other administrators.

**4. Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

**5. Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

**6. Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.

- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The presenter may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

**7. Evaluation Cycle: Self-Assessment**

**A) Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by November 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1) At least one goal directly related to improving the Educator's own professional practice.
    - (2) At least one goal directly related to improving student learning.

**B) Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals

pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

#### **8. Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, in conjunction with the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
  - i) Educators will be provided time (during a faculty meeting or a half day in September 2012) to prepare goals and Educator plans. School and District goals will be provided to the Educators.
  - ii) Team time must be provided to consider team goals.
  - iii) Consultation time with Specialists may be required to complete Educator goals.
  - iv) Times provided above will not interfere with preparation time or Educator lunch. Evaluators will minimize interfering with teaching time for the above activities.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares

with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet outside of contractually required school days.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school if the start date is after September 1st.
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
  - iv) Times provided above will not interfere with preparation time or Educator lunch. Evaluators will minimize interfering with teaching time for the above activities.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.

- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.

**10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

**11. Observations**

The Evaluator's first observation of the Educator will meet the requirements of the timeline. Observations required by the Educator Plan should be completed by April 15th for Educators receiving summative evaluations and completing their evaluation cycle. The Evaluator may conduct additional observations after this date but may not be included in the summative evaluation without the consent of the Educator with UEP representation.

In the event a teacher receives a contradictory rating on an observation, the administrator has the right to require the teacher to provide the teacher's evidence of the lesson objectives/planning at the follow-up meeting. No specific template is required in regard to said evidence/planning.

Educators on the first year of a two-year plan may be observed throughout the entire school year. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations. Whenever an unannounced observation is taking place, the Evaluator will inform the Educator an observation is being conducted by placing an orange copy of the unannounced observation form on the Educator's desk before beginning the observation.
- ii)
  - (a) Multiple visits to a classroom should be made at different times throughout the day.
  - (b) The Evaluator should meet the minimum required number of visits for each Educator. However, receiving more than the minimum required visits should be viewed as routine unless otherwise indicated in written feedback.
- iii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox in a sealed envelope, sent through a secure evaluation system such as Teach Point, or mailed to the Educator's home.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.
- v) The Educator may, within 5 school days, respond in writing to any observation. If the Evaluator uses the observation in the evaluation, the Educator's response must also be included.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation by the Primary Evaluator.

- (a) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
  - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within 10 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference barring extreme circumstances. .
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1) Describe the basis for the Evaluator's judgment.
  - (2) Describe actions the Educator should take to improve his/her performance.
  - (3) Identify support and/or resources the Educator may use in his/her improvement.
  - (4) State that the Educator is responsible for addressing the need for improvement.

- (e) The Educator may, within 5 school days, respond in writing to any observation. If the Evaluator uses the observation in the evaluation, the Educator's response must also be included.

C) Teacher Leaders and Observations

Teacher leaders may conduct observations as defined below:

Developing Educator - First Year

Two (2) out of the required four (4) unannounced observations may be completed by a Teacher Leader.

The required announced observation must be done by Primary or Supervising Evaluator.

Any 30 minute follow up within 30 school days for partial or contradictory evidence must be done by the Primary or Supervising Evaluator.

Developing Educator - Second/Third Year

One (1) out of three (3) required unannounced observations may be completed by a Teacher Leader.

Any 30 minute follow up within 30 school days for partial or contradictory evidence must be done by the Primary or Supervising Evaluator.

Self-Directed 2 Year Plan - PTS -

One (1) unannounced observation must be performed by the Primary or Supervising Evaluator. Any additional observations may be completed by the Teacher Leader. The Primary or Supervising Evaluator must complete the majority of the observations.

Any 30 minute follow up within 30 school days for partial or contradictory evidence must be done by the Primary or Supervising Evaluator.



**12. Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) The Educator shall provide to the Evaluator by January 5th evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, through a secure evaluation system such as Teach Point, or to the Educator's school mailbox in a sealed envelope or mailed home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the

Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, sent through a secure evaluation system such as Teach Point, or to the Educator's school mailbox in a sealed envelope or mailed home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**14. Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, through a secure evaluation system such as Teach Point, or to the Educator's school mailbox in a sealed envelope or mailed home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation within 10 school days of the report or by June 15th, whichever is sooner. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing within 30 days to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15. Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator’s responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to course work, self-study, action research, curriculum development, and study groups with peers.
- C) It is the Educator’s responsibility to attain the goals in the Plan and to participate in any training and professional development provided through the state, district, or other providers in accordance with the Educator Plan. If an Educator is required by the District to participate in any training and/or professional development in accordance with the Educator Plan, the District will pay for the cost of the prior approved training and/or professional development.

**16. Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS.
- B) The Educator shall be evaluated at least annually.

**17. Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student

learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**18. Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th .
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19. Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 calendar days (beginning on the first day of the school year following the summative evaluation) and no more than one school year.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) The Educator may request that a representative of the UEP attend the meeting(s).
  - iii) If the Educator consents, the UEP will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

- vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) A decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) (i) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.  
(ii) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (c) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.



**20. Timelines for Educators on a 1 year plan.**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15th
Evaluator meets with <b>first-year</b> educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals. Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	December 1 <sup>st</sup>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5th

Evaluator should complete mid-cycle Formative Assessment Reports.	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>4 weeks prior to Summative Evaluation Report date established by evaluator</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt or by June 15th, whichever is sooner.	June 15

## Timelines for Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observations	Any time during the 2 year evaluation cycle
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Educator submits self-assessment and proposed goals. Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting prior school year)	October 15 (of year one)
Evaluator completes Educator Plans	November 1 (of year one)
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Date established by Evaluator but no earlier than May 1st. (Year One)
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	Date established by Evaluator but no earlier than May 1st. (Year Two)
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 of Year 2, or by the last day of school, whichever is sooner.
Educator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt or by June 15th, whichever is sooner.	June 15 of Year 2, or by the last day of school, whichever is sooner.

## **Timelines for Educators on Plans of Less than One Year**

The timeline for educators on Plans of less than one year will be established in the Educator Plan.

NOTE: Timelines in this evaluation document may be adjusted by mutual agreement for Educators who suffer extended illnesses or leaves of absence. The Evaluator will meet with the Educator upon their return to discuss an appropriate modification to deadlines for the parties.

### **21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

### **22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

**23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) All Educators who are not on a corrective action plan will be rated "Proficient" and those on a corrective action plan will be rated "Needs Improvement"..
- B) Educators will remain on their current cycle for evaluation purposes. Those Educators with PTS who have just completed an evaluation cycle will be considered as beginning their two year cycle under this agreement. Those Educators in their second year of the evaluation cycle will be evaluated under the former agreement.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant time frame for adopting and implementing new systems is set forth in 603 CMR 35.11(1).
- D) All non PTS Educators will be evaluated under this agreement.

**26. General Provisions**

- A) Only Educators who are licensed and trained may serve as primary evaluators of Educators.
  - i. The superintendent or their designee will inform the UEP who has satisfied the evaluator training requirements.
  - ii. Primary evaluators will be trained in accordance with ESE guidelines. The superintendent or their designee will provide the UEP with the details of the training.

- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator has the right to have UEP representation attend this meeting.
- E) Administration will notify the UEP of all Unit A Educator Plans (year and type) by June 15th. Educators placed on to a directed growth plan or an improvement plan shall meet with both the Evaluator and a UEP representative to create the plan.

## **27. Implementation**

The parties agree to maintain a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. The parties agree to meet to discuss any recommended adjustments.

Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-

renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

### Evaluation Responsibilities

<b>Position</b>	<b>Primary</b>	<b>Supervising</b>	<b>Teacher Leader</b>
Elementary Educator	Principal	School Community Coordinator, Dean of Students, and/or Curriculum Coordinator	
Middle School Educator	Principal	Vice Principal, Dean of Students, and/or Curriculum Coordinator	Team Leader
MS Team Leaders	Principal	Vice Principal, Dean of Students, and/or Curriculum Coordinator	
High School Educator	Principal	Vice Principal, Dean of Students, and/or Curriculum Coordinator	Department Head
HS Department Head	Principal	Vice Principal, Dean of Students, and/or Curriculum Coordinator	
CVTE Educator	Principal	Vice Principal, Dean of Students, Asst. Superintendent for Vocational, Workforce, and College Readiness Programs	Department Head
Special Education Educator	Principal or Director	Supervisor, Director, Vice Principal, Dean of Students, and/or Curriculum Coordinator	Unit Leader
OT / PT	Director	Supervisor, Principal, Vice Principal, Dean of Students, and/or Curriculum Coordinator	Unit Leader
Itinerant Speech / Hearing	Director	Supervisor, Principal, Vice Principal, Dean of Students, and/or Curriculum Coordinator	Unit Leader
Itinerant Specialists	Principal*	Principal**, Vice Principal, Community Coordinator, Dean of Students, Curriculum Coordinator	Unit Leader or Department Head
Caseworker	Director or Supervisor	Principal, Vice Principal, Dean of Students, Director, or Supervisor	Unit Leader or Department Head
Adult Basic Education Educator	Director	None	
School Nurses	Principal	School Community Coordinator, Dean of Students, Vice Principal	Nurse Leader
Nurse Leader	Deputy Superintendent	Principal	

Note: School Community Coordinators and Deans of Students can be Supervising Evaluators as long as they hold a valid DESE license at the appropriate level, and have received training in accordance with Section 4(A) above.

\* Where itinerant educator spends most of their time or otherwise determined by mutual agreement

\*\*At the school the educator spends the lesser amount of their instructional time.

## APPENDIX C

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

WHEREAS, the City Council of the City of Pittsfield voted on May 15, 2008 to accept M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19); and

WHEREAS the City of Pittsfield (hereinafter referred to as “City”) and the duly-formed Public Employee Committee (hereinafter referred to as “PEC”) has agreed to continue obtaining its health insurance from the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (hereinafter referred to as “MIIA/BCBSMA”); and

WHEREAS, the City and PEC have negotiated terms and conditions relevant to this continued coverage;

NOW, THEREFORE, the City and the PEC agree as follows:

***Effective Date and Duration of Agreement***

1. The Agreement shall take effect on the date the City and the PEC execute the Agreement and shall remain in effect through June 30, 2024.

***Health Insurance Benefit Changes***

2. Effective July 1, 2018, and through June 30, 2020, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v1 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit A.
3. Effective July 1, 2020, and through June 30, 2022, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v2 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit B.
4. Effective July 1, 2022, and through June 30, 2024, all plans (HMO and PPO) will move to the MIIA/BCBSMA Benchmark v3 plan design. The Plan Design for each of these plans is attached and made part of this agreement as Exhibit C.
5. Effective July 1, 2018, in addition to the Fiscal Year 2018 health insurance plans offered to members through MIIA/BCBSMA, the following additional plans will be offered: a Health Savings Account (“HSA”) qualified High Deductible Health Plan with a \$1,500.00 Individual and a \$3,000.00 Family Deductible and an Out of Pocket maximum of \$3,000.00 Individual/\$6,000.00 Family, including medical and prescription (RX), (HMO and PPO). The Plan Design for each of these High Deductible Plans is attached and made part of this Agreement as Exhibit D.



**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***HSA Contribution***

6. For the term of this Agreement, the City agrees to make an annual employer contribution of the plan deductible to an HSA for eligible and participating members, pursuant to the chart below. Any new hire who opts for the High Deductible Health Plan will get the same 6-year cycle of employer contributions beginning in the fiscal year they enter the plan.

<b>FY</b>	<b>HSA Employer Contribution</b>
19	100%
20	100%
21	75%
22	75%
23	50%
24	50%

7. All administrative costs for establishing and maintaining the HSA shall be provided by the City.
8. The PEC shall use up to 100% of its portion of the Healthcare Trust in FY 21-24 to supplement the Employer Contribution to the individual HSA from the percentage indicated above up to a maximum of 100% for individuals who are enrolled in a High Deductible plan in those years. The exact percentage shall be determined by the PEC each year this section is implemented.

***Contribution Splits***  
***HMO, PPO, High Deductible Plans Splits***

9. For the duration of this Agreement, the City shall contribute the appropriate percent of the premium or cost for any HMO, PPO, or High Deductible plans offered by MIIA/BCBSMA as indicated in the chart below and the subscriber shall contribute remaining percent.

<b>FY</b>	<b>HMO</b>	<b>PPO</b>	<b>High Deductible</b>
19	83.5	83.5	85
20	82	82	85
21	82	82	85
22	81	81	85
23	81	81	85
24	80	80	85

If MIIA/BCBSMA offers any new or additional HMO, PPO, PPO-Type, and/or Indemnity plans during the life of this agreement, the same contribution rate shall apply.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Medicare Enrollment and Retiree Plan Splits***

10. As soon practical, but no later than July 1, 2019, the City shall transfer all post-65 non-Medicare benefit eligible subscribers into Medicare Part A & B (a.k.a. Medicare buy-in) pursuant to applicable laws. The terms and conditions for reimbursement of Medicare fees and penalties, paid by the City, shall be subject of collective bargaining with the PEC. The agreed upon terms and conditions for reimbursement shall be added as an addendum to this agreement.
11. For the duration of this Agreement, the City shall contribute the eighty-five (85) percent of the premium cost for any plans offered by MIIA/BCBSMA and the subscriber shall contribute fifteen (15) percent as the pre-Medicare rate for the plan selected. If MIIA/BCBSMA offers any new or additional plans during the life of this agreement, the same contribution rate shall apply. The City does not contribute toward Medicare Part B coverage.

***Future Meetings of City and PEC***

12. The PEC shall be comprised of a representative of every collective bargaining unit who shall be appointed by the union President that negotiates with the City under M.G.L. c.150E, and a retiree representative designated by the Retired State, County and Municipal Employees Association. Each union representative and the retiree representative shall have the option of allowing one additional representative to attend meetings of the PEC and the City or their designee.
13. The parties shall establish a regular schedule of meetings to discuss the implementation of this Agreement and any issues relating to the effectiveness and efficiency of health coverage for subscribers. Such meetings shall take place quarterly, unless mutually agreed otherwise in writing. Meetings shall be held at times and places that are mutually agreed upon by the City and the PEC. In addition, either party may convene a meeting upon seven days' notice to the other party, unless there is an emergency that requires shorter notice. Meeting notices shall be provided to the City and to the PEC in writing. The City may provide notice of a meeting or a series of meetings up to twelve months in advance of a meeting. Any employee who is a representative of the PEC shall receive time off to attend meetings between the PEC and the City with full pay and benefits.

***Wellness Committee***

14. The PEC shall designate representatives to serve on the City's Employee Wellness Committee to help make informed recommendations relative to focus wellness initiatives against general cost drivers and coordinate subscriber educational initiatives.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Initial and Annual Accounting***

15. The City will provide an accounting of both the Healthcare Trust and any remaining funds in the Employee Mitigation Fund after final disbursements are made (September 1, 2018, see previous PEC agreement). At that time the parties shall jointly determine how said funds will be used.
16. The City will provide annual account statements of both the relevant costs incurred via MIAA/BSBSMA and the Healthcare Trust account balance to the PEC.

***Correspondence and Information***

17. The City shall make available to the PEC copies of any correspondence between the City, the GIC, MIAA/BCBSMA or between the City and any provider of health care on a quarterly basis. Likewise, the PEC shall make all like correspondence from any healthcare provider available to the City within the same timeframe. Correspondence or information protected by HIPPA will remain confidential.

***Health Insurance Coverage After June 30, 2024***

18. The parties agree to complete a thorough cost and benefit review of the health plans with recommendations for potential changes in carrier and/or coverage, as done in 2017. If appropriate, the parties agree to place the health plans out to bid, no later than December 1, 2023 for a July 1, 2024 effective date. The bid request shall be jointly developed by the City and the PEC commencing no later than September 1, 2023. Costs associated with the review and/or the RFP shall be absorbed by the City. The review and/or the RFP shall compare or be issued to not less than three health insurance carriers and shall additionally include a cost and benefit comparison to the GIC and a self-funding option, unless mutually agreed to by the parties.
19. The City or its designee and the PEC shall begin negotiations for a successor agreement pursuant to Section 19 no later than February 1, 2024. If the parties have not reached a successor agreement by April 1, 2024, the terms of this Agreement shall constitute the terms of the successor agreement except that all of the terms contained herein shall be modified to be consistent with a termination date of June 30, 2030.
20. In accordance with the provisions of the successor agreement, the City shall notify MIAA/BCBSMA no later than April 1, 2024, either that subscribers shall continue coverage through MIAA/BCBSMA effective July 1, 2024, the interval specified in the Agreement, or that the City is withdrawing its subscribers effective July 1, 2024.
21. The parties shall meet for the purposes of impact bargaining in the event any healthcare plans are modified as a result of the Patient Affordable Care Act or other changes to healthcare effectuated by the government. In addition, either party may require a re-opener of this Memorandum of Agreement by giving the other party to the Agreement, a seven (7) calendar day advance notice. After the notice is given the parties will meet within seven (7) days to discuss any suggested changes to this Agreement.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

***Life and Dental Insurance***

22. After subscribers are transferred to MIIA/BCBSMA, the City shall offer life insurance and dental insurance to subscribers at the same terms and contribution splits as were provided to group insurance participants prior to transfer to MIIA/BCBSMA.

***Surviving Spouse Coverage***

23. The parties agree that a surviving spouse will pay the same amount as the employee and/or retiree for health coverage in the event the employee and/or retiree dies.

***Effect of Agreement***

24. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies, codes, or any collective bargaining agreements between the City, School Committee, and any unions representing City and/or School Committee employees.

***Cancellation***

25. In the event the City is delinquent in making payments as required by MIIA/BCBSMA and MIIA/BCBSMA notifies the City that it intends to exercise its option to cancel coverage pursuant to Section 19, the City shall immediately notify the PEC, present it a proposal for plans that are at least the actuarial equivalent of those offered by MIIA/BCBSMA, and engage in negotiations with the PEC for replacement coverage.

***Arbitration of Disputes***

26. Either party may submit a dispute between the parties concerning the interpretation or application of this Agreement to the American Arbitration Association for arbitration under its Labor Arbitration Rules. A request for arbitration by the PEC shall be in accordance with M.G.L. c. 32B, §19, as amended by Chapter 67 of the Acts of 2007, (Section 19).

***Savings Clause***

27. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

***Scope and Modification***

28. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only through a mutual agreement between the City and the PEC.

**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

Dated: April 6, 2018

For the City of Pittsfield:

Linda M. Ayes  
Chair, Pittsfield Public Employee Committee

Frank Sheehan

For the Pittsfield Federation of School Employees, Local 1315:

Frank Am...

For the Teamsters, Local 404:

Thomas E. Chubb III

For the United Educators of Pittsfield:

David S. Quinn

For the Pittsfield Educational Administrators Association:

[Signature]

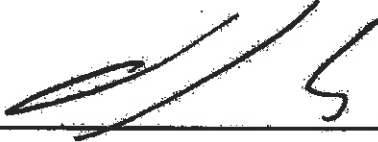
**MEMORANDUM OF AGREEMENT**  
**HEALTH INSURANCE**

**For the International Association of Firefighters:**



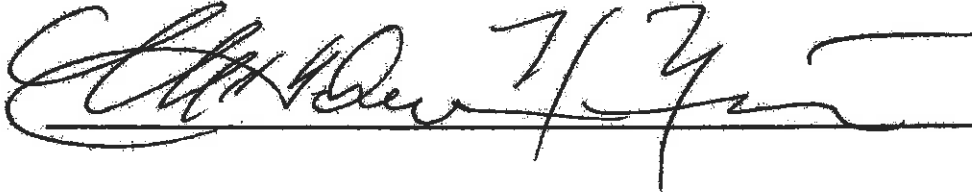
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**For the International Brotherhood of Police Officers, Local 447 Police:**



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**For the International Brotherhood of Police Officers, Local 4475 Superior Officers:**



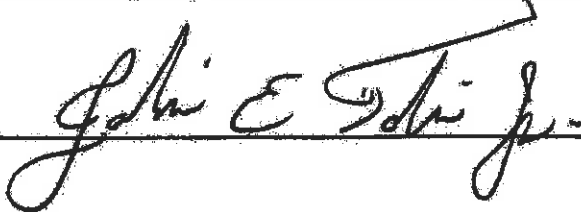
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**For the Pittsfield Supervisory and Professional Employees Association:**



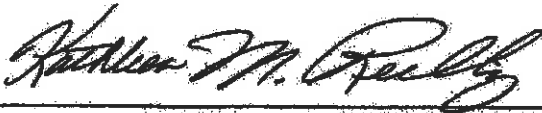
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**For the Emergency Telecommunication Dispatchers, I.U.E. CWA 81256:**



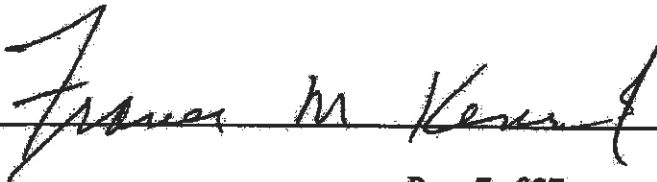
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**For the Berkshire Athenaeum Employees Association:**



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**For the Retired Employees of the City of Pittsfield:**



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## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart on the opposite page for your cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Centerwill
- Brigham and Women's Centerwill
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center –Salem Campus
- North Shore Medical Center –Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for some benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$250 per member (or \$750 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care – Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your subscriber certificate for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT A**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIAA HMO NE Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

**Your Medical Benefits**

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Hearing Benefits</b>	
Routine hearing exams	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
<b>Office visits</b>	
• When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife	\$20 per visit, no deductible
• When performed by other network providers	\$35 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Mental health and substance abuse treatment	\$15 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
<b>Prosthetic devices</b>	Nothing after deductible
<b>Surgery and related anesthesia</b>	
• Office setting	
– When performed by your PCP, OB-GYN, nurse practitioner, or nurse midwife	\$20 per visit,*** no deductible
– When performed by other network providers	\$35 per visit,*** no deductible
• Ambulatory surgical facility, hospital, or surgical day care unit	\$150 per admission after deductible
<b>Inpatient care (including maternity care)</b>	
• In other general hospitals (as many days as medically necessary)	\$300 per admission after deductible <sup>†</sup>
• In higher cost share hospitals (as many days as medically necessary)	\$700 per admission after deductible <sup>†</sup>
Mental hospital and substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

† This copayment applies to mental health admissions in a general hospital.



**EXHIBIT A**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIA HMO NE Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

Prescription Drug Benefits	Your Cost*
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$25 for Tier 2 \$50 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1** \$50 for Tier 2 \$110 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.) <b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy  \$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com).

Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders. Please note: Blue Cross and Blue Shield of Massachusetts, Inc., administers claims payment only and does not assume financial risk for claims.

## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$250 per member (or \$750 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by "yrvice cost share hospitals.p See the chart on the back page for your cost share amounts. Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, youvid still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the providence actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT A**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

**Your Medical Benefits**

<b>Plan Specifics</b>		
<b>Plan-year deductible</b>	\$250 per member \$750 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
<b>Covered Services</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Benefits</b> Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible and all charges beyond the benefit maximum
<b>Other Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
<b>Office visits</b> <ul style="list-style-type: none"> <li>• When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>• When performed by other covered providers</li> </ul>	\$20 per visit, no deductible  \$35 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$15 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
<b>Surgery and related anesthesia</b> <ul style="list-style-type: none"> <li>• Office setting <ul style="list-style-type: none"> <li>– When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>– When performed by other covered providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible  \$35 per visit,*** no deductible \$150 per admission after deductible	20% coinsurance after deductible  20% coinsurance after deductible 20% coinsurance after deductible

**EXHIBIT A**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.1**  
7/1/2018 – 6/30/2020

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.  
\*\* In-network cost share waived for one breast pump per birth.  
\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (including maternity care)</b> s In other general hospitals (as many days as medically necessary) s In higher cost share hospitals (as many days as medically necessary)	\$300 per admission after deductible* \$700 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$200 per admission after deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	Nothing after deductible	20% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1*** \$25 for Tier 2 \$50 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$20 for Tier 1*** \$50 for Tier 2 \$110 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.  
\*\* Cost share waived for certain orally-administered anticancer drugs.  
\*\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

Visit us at [www.bluecrossma.com/membercentral](http://www.bluecrossma.com/membercentral) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs like those listed below that are available to you.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Care

### Your Primary Care Provider.

When you enroll in Network Blue New England, you must choose a primary care provider (PCP) who is available to accept you and your family members and participates in our network of providers throughout the New England states. For children, you may designate a participating network pediatrician as the PCP. For a list of participating PCPs or OB/GYNs: visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call our Physician Selection Service at 1-800-821-1388. If you have trouble choosing a doctor, the Physician Selection Service can help. We can tell you whether a doctor is male or female, the medical school(s) he or she attended, and if any languages other than English are spoken in the office.

### Referrals You Can Feel Better About.

Your PCP is the first person you call when you need routine or sick care (see *Emergency Care—Wherever You Are* for emergency care services). If you and your PCP decide that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is probably someone affiliated with your PCP's hospital or medical group. You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield concerning referrals, and the Utilization Review Requirements, which are Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. Information concerning Utilization Review and services requiring referral from your PCP is detailed in your benefit description.

### Your Cost Share.

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "t or by benefits. .eferral froSee the chart on opposite page for cost share amounts.

Please note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive inpatient services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital

- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductible is \$300 per member (or \$900 per family).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered medical services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Care—Wherever You Are.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After the deductible, you pay a \$100 copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay.

### Service Area.

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area.

If you're traveling outside your service area and you need urgent or emergency care, go to the nearest appropriate healthcare facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. Please see your benefit description for more information.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

Plan Specifics	
<b>Plan-year deductible</b>	\$300 per member \$900 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member \$5,000 per family
Covered Services	
Preventive Care	Your Cost
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams	Nothing, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
Hearing Care	
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum
Other Outpatient Care	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Mental health and substance abuse treatment	\$20 per visit, no deductible
<b>Office visits</b>	
• When performed by your PCP, OB/GYN, network nurse practitioner, or nurse midwife	\$20 per visit, no deductible
• When performed by other network providers	\$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
<b>Surgery and related anesthesia in an office</b>	
• When performed by your PCP or OB/GYN	\$20 per visit**, no deductible
• When performed by other network providers	\$60 per visit**, no deductible
Diagnostic X-rays and other imaging tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible***
Prosthetic devices	Nothing after deductible
Home health care and hospice services	Nothing after deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care)</b>	
• In other general hospitals (as many days as medically necessary)	\$275 per admission after deductible <sup>†</sup>
• In higher cost share hospitals (as many days as medically necessary)	\$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

\*\*\* Cost share waived for one breast pump per birth.

† This copayment applies to mental health admissions in a general hospital.

**EXHIBIT B**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

Prescription Drug Benefits*	Your Cost
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	No deductible \$10 for Tier 1** \$30 for Tier 2 \$65 for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	No deductible \$25 for Tier 1** \$75 for Tier 2 \$165 for Tier 3

\* Cost share waived for certain orally-administered anticancer drugs.

\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

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<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

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Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Choice

### Your Deductible.

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield. Your deductibles are \$300 per member (or \$900 per family) for in-network services and \$400 per member (or \$800 per family) for out-of-network services.

### When You Choose Preferred Providers.

The plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive inpatient services at or by "yrvice cost share hospitals.p See the chart on the back page for your cost share amounts. Please note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, youvid still covered, but your benefits, in most situations, will be covered at the out-of-network level, even if the preferred provider refers you. It is also important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your preferred provider refers you.

### Higher Cost Share Hospitals.

The Massachusetts hospitals listed below are the hospitals in which your cost share will be higher. Blue Cross Blue Shield will let you know if this list changes.

- Baystate Medical Center
- Boston Childrenl Centerwil
- Brigham and WomenCenterwill
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- North Shore Medical Center – Salem Campus
- North Shore Medical Center – Union Campus
- South Shore Hospital
- Sturdy Memorial Hospital
- UMass Memorial Medical Center – Memorial Campus
- UMass Memorial Medical Center – University Campus

### How to Find a Preferred Provider.

There are several ways to find a preferred provider:

- Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.
- Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)
- Call our Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

If you have not satisfied your deductible, your provider may ask you to pay the actual charge for your care at the time of your visit. After the plan-year deductible has been met, you pay 20 percent coinsurance for most out-of-network covered services. Payments for out-of-network benefits are based on the Blue Cross Blue Shield of Massachusetts allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the providerce actual billed charge (this is in addition to your deductible and/or your coinsurance).

### Your Out-of-Pocket Maximum.

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your medical out-of-pocket maximum is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your prescription drug out-of-pocket maximum is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services.

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After your in-network deductible, you pay a \$100 copayment per visit for in-network or out-of-network emergency room services. The copayment is waived if you are admitted to the hospital or for an observation stay.

### Utilization Review Requirements.

You must follow the requirements of Utilization Review, which are Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. If you need non-emergency or non-maternity hospitalization, you or someone on your behalf must call the number on your ID card for pre-approval. Information concerning Utilization Review is detailed in your benefit description and riders. If you do not notify Blue Cross Blue Shield and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits.

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. Please see your benefit description (and riders, if any) for exact coverage details.



**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

**Your Medical Benefits**

<b>Plan Specifics</b>		
<b>Plan-year deductible</b>	\$300 per member \$900 per family	\$400 per member \$800 per family
<b>Plan-year out-of-pocket maximum</b>	\$2,500 per member/\$5,000 per family for in-network and out-of-network services combined	
<b>Covered Services</b>	<b>Your Cost In-Network</b>	<b>Your Cost Out-of-Network</b>
<b>Preventive Care</b> Well-child care exams, including routine tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year from age 3 through age 18</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, for members age 19 or older (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Hearing Care</b> Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the benefit maximum	20% coinsurance after deductible
<b>Other Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for an observation stay)	\$100 per visit after in-network deductible (copayment waived if admitted or for an observation stay)
Office visits <ul style="list-style-type: none"> <li>• When performed by a family or general practitioner, geriatric specialist, internist, licensed dietitian nutritionist, optometrist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>• When performed by other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year for members age 16 or older)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$20 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays, lab tests, and other tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests (excluding routine tests)	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per date of service after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
<b>Surgery and related anesthesia</b> <ul style="list-style-type: none"> <li>• Office setting <ul style="list-style-type: none"> <li>– When performed by a family or general practitioner, geriatric specialist, internist, nurse midwife, nurse practitioner, OB/GYN, or pediatrician</li> <li>– When performed by other covered providers</li> </ul> </li> <li>• Ambulatory surgical facility, hospital, or surgical day care unit</li> </ul>	\$20 per visit,*** no deductible  \$60 per visit,*** no deductible \$250 per admission after deductible	20% coinsurance after deductible  20% coinsurance after deductible 20% coinsurance after deductible

**EXHIBIT B**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIIA PPO Benchmark Plan v.2**  
7/1/2020 – 6/30/2022

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* In-network cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient care (Including maternity care)</b>		
<ul style="list-style-type: none"> <li>• General hospital care (as many days as medically necessary)</li> <li>• In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b>		
<b>Plan-year out-of-pocket maximum</b>	\$1,000 per member \$2,000 per family	None
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 for Tier 1*** \$30 for Tier 2 \$65 for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 for Tier 1*** \$75 for Tier 2 \$165 for Tier 3	Not covered

\* This cost share applies to mental health admissions in a general hospital.

\*\* Cost share waived for certain orally-administered anticancer drugs.

\*\*\* Cost share waived for birth control.

**Get the Most from Your Plan.**

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<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details)	\$150 per calendar year per policy
Blue Care Line <sup>SM</sup> —A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions? Call 1-800-782-3675.**

For questions about Blue Cross Blue Shield of Massachusetts, visit the website at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from Blue Cross Blue Shield of Massachusetts via e-mail?

Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

## Your Care

### Your Primary Care Provider (PCP)

When you enroll in Network Blue New England, you must choose a primary care provider. Be sure to choose a PCP who can accept you and your family members and who participates in the network of providers in New England. For children, you may choose a participating network pediatrician as the PCP.

For a list of participating PCPs or OB/GYN physicians, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

If you have trouble choosing a doctor, the Physician Selection Service can help. They can give you the doctor's gender, the medical school she or he attended, and whether there are languages other than English spoken in the office.

### Referrals

Your PCP is the first person you call when you need routine or sick care. If your PCP decides that you need to see a specialist for covered services, your PCP will refer you to an appropriate network specialist, who is likely affiliated with your PCP's hospital or medical group.

You will not need prior authorization or referral to see a HMO Blue New England network provider who specializes in OB/GYN services. Your providers may also work with Blue Cross Blue Shield of Massachusetts regarding referrals and Utilization Review Requirements, including Pre-Admission Review, Concurrent Review and Discharge Planning, Prior Approval for Certain Outpatient Services, and Individual Case Management. For detailed information about Utilization Review, see your benefit description.

### Your Cost Share

This plan has two levels of hospital benefits. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the chart for your cost share.

Note: If your PCP refers you to another provider for covered services (such as a specialist), it is important to check whether the provider you are referred to is affiliated with one of the higher cost share hospitals listed below. Your cost will be greater when you receive certain services at or by these hospitals, even if your PCP refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

All other network hospitals will carry the lower cost share, including network hospitals outside of Massachusetts.

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family). Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family). Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for emergency room services. This copayment is waived if you're admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Service Area

The plan's service area includes all cities and towns in the Commonwealth of Massachusetts, State of Rhode Island, State of Vermont, State of Connecticut, State of New Hampshire, and State of Maine.

### When Outside the Service Area

If you're traveling outside the service area and you need urgent or emergency care, you should go to the nearest appropriate health care facility. You are covered for the urgent or emergency care visit and one follow-up visit while outside the service area. Any additional follow-up care must be arranged by your PCP. See your benefit description for more information.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

## Your Medical Benefits

Covered Services	Your Cost
<b>Preventive Care</b>	
Well-child care visits	Nothing, no deductible
Routine adult physical exams, including related tests	Nothing, no deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible
Routine hearing exams, including routine tests	Nothing, no deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible
Routine vision exams (one every 24 months)	Nothing, no deductible
Family planning services—office visits	Nothing, no deductible
<b>Outpatient Care</b>	
Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <ul style="list-style-type: none"> <li>• Your PCP, OB/GYN physician, network nurse practitioner or nurse midwife</li> <li>• Other network providers</li> </ul>	\$20 per visit, no deductible \$60 per visit, no deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible
Home health care and hospice services	Nothing after deductible
Oxygen and equipment for its administration	Nothing after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**
Prosthetic devices	Nothing after deductible
Surgery and related anesthesia in an office, when performed by: <ul style="list-style-type: none"> <li>• Your PCP or OB/GYN physician</li> <li>• Other network providers</li> </ul>	\$20 per visit***, no deductible \$60 per visit***, no deductible
Surgery in an ambulatory surgical facility, hospital outpatient department, or surgical day care unit	\$250 per admission after deductible
<b>Inpatient Care (including maternity care) in:</b> <ul style="list-style-type: none"> <li>• Other general hospitals (as many days as medically necessary)</li> <li>• Higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible <sup>†</sup> \$1,500 per admission after deductible <sup>†</sup>
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

† This cost share applies to mental health admissions in a general hospital.

**EXHIBIT C**  
**Network Blue New England Deductible<sup>SM</sup>**  
**MIIA HMO NE Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

Prescription Drug Benefits*	Your Cost**
At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3

\* Tier 1 generally refers to generic drugs; Tier 2 generally refers to preferred brand-name drugs; Tier 3 refers to non-preferred drugs.  
\*\* Cost share may be waived for certain covered drugs and supplies.

**Get the Most from Your Plan**

Visit us at [www.bluecrossma.com](http://www.bluecrossma.com) or call 1-800-782-3675 to learn about discounts, savings, resources, and special programs available to you, like those listed below.

<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

**Questions?**

For questions about Blue Cross Blue Shield of Massachusetts, call 1-800-782-3675, or visit us online at [www.bluecrossma.com](http://www.bluecrossma.com). Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.

## Your Choice

### Your Deductible

Your deductible is the amount of money you pay out-of-pocket each plan year before you can receive coverage for most benefits under this plan. If you are not sure when your plan year begins, contact Blue Cross Blue Shield of Massachusetts. Your deductible is \$500 per member (or \$1,000 per family) for in-network services and \$500 per member (or \$1,000 per family) for out-of-network services. Your deductible for prescription drugs is \$100 per member (or \$200 per family).

### When You Choose Preferred Providers

You receive the highest level of benefits under your health care plan when you obtain covered services from preferred providers. These are called your best level of benefits.

This plan has two levels of hospital benefits for preferred providers. You will pay a higher cost share when you receive certain inpatient services at or by "higher cost share hospitals." See the charts for your cost share.

Note: If a preferred provider refers you to another provider for covered services (such as a specialist), make sure the provider is a preferred provider in order to receive benefits at the in-network level. If the provider you are referred to is not a preferred provider, your services (such as a specialist), make sure the provider is a preferred provider at or by "higher cost share hospitals." See the charts for your cost share.

Your cost will be greater when you receive certain inpatient services at or by the higher cost share hospitals listed below, even if your preferred provider refers you.

### Higher Cost Share Hospitals

Your cost share will be higher at the hospitals listed below. Blue Cross Blue Shield of Massachusetts will let you know if this list changes.

- Baystate Medical Center
- Boston Children's Hospital
- Brigham and Women's Hospital
- Cape Cod Hospital
- Dana-Farber Cancer Institute
- Fairview Hospital
- Massachusetts General Hospital
- UMass Memorial Medical Center

Note: Some of the general hospitals listed above may have facilities in more than one location. At certain locations, the lowest cost sharing level may apply.

### How to Find a Preferred Provider

There are a few ways to find a preferred provider:

Look up a provider in the Provider Directory. If you need a copy of your directory, call Member Service at the number on your ID card.

Visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com/findadoctor](http://www.bluecrossma.com/findadoctor)

Call the Physician Selection Service at 1-800-821-1388

### When You Choose Non-Preferred Providers

You can also obtain covered services from non-preferred providers, but your out-of-pocket costs are higher. These are called your "outliers," but your out-of-pocket costs are higher. Your network benefits are based on the Blue Cross Blue Shield allowed charge as defined in your benefit description. You may be responsible for any difference between the allowed charge and the provider's actual billed charge (this is in addition to your deductible and/or your coinsurance). See the charts for your cost share.

### Your Out-of-Pocket Maximum

Your out-of-pocket maximum is the most that you could pay during a plan year for deductible, copayments, and coinsurance for covered services. Your out-of-pocket maximum for medical benefits is \$2,500 per member (or \$5,000 per family) for in-network and out-of-network services combined. Your out-of-pocket maximum for prescription drug benefits is \$1,000 per member (or \$2,000 per family).

### Emergency Room Services

In an emergency, such as a suspected heart attack, stroke, or poisoning, you should go directly to the nearest medical facility or call 911 (or the local emergency phone number). After meeting your deductible, you pay a copayment per visit for in-network or out-of-network emergency room services. This copayment is waived if you are admitted to the hospital or for an observation stay. See the chart for your cost share.

### Telehealth Services

You are covered for certain medical and behavioral health services for conditions that can be treated through video visits from an approved Telehealth provider. These Telehealth services are available by using your computer or mobile device when you prefer not to make an in-person visit for any reason to a doctor or therapist. For a list of Telehealth providers, visit the Blue Cross Blue Shield of Massachusetts website at [www.bluecrossma.com](http://www.bluecrossma.com); consult the Provider Directory; or call the Physician Selection Service at 1-800-821-1388.

### Utilization Review Requirements

You must follow the requirements of Utilization Review, including Pre-Admission Review, Pre-Service Approval for certain outpatient services, Concurrent Review and Discharge Planning, and Individual Case Management. For detailed information about Utilization Review, see your benefit description. If you need non-emergency or non-maternity hospitalization, you, or someone on your behalf, must call the number on your ID card for pre-approval. If you do not notify Blue Cross Blue Shield of Massachusetts and receive pre-approval, your benefits may be reduced or denied.

### Dependent Benefits

This plan covers dependents until the end of the calendar month in which they turn age 26, regardless of their financial dependency, student status, or employment status. See your benefit description (and riders, if any) for exact coverage details.

**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

**Your Medical Benefits**

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Preventive Care</b> Well-child care exams, including related tests, according to age-based schedule as follows: <ul style="list-style-type: none"> <li>• 10 visits during the first year of life</li> <li>• Three visits during the second year of life (age 1 to age 2)</li> <li>• Two visits for age 2</li> <li>• One visit per calendar year age 3 and older</li> </ul>	Nothing, no deductible	20% coinsurance after deductible
Routine adult physical exams, including related tests, (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine GYN exams, including related lab tests (one per calendar year)	Nothing, no deductible	20% coinsurance after deductible
Routine hearing exams, including routine tests	Nothing, no deductible	20% coinsurance after deductible
Hearing aids (up to \$5,000 per ear every 36 months)	All charges beyond the maximum, no deductible	20% coinsurance after deductible and all charges beyond the maximum
Routine vision exams (one every 24 months)	Nothing, no deductible	20% coinsurance after deductible
Family planning services—office visits	Nothing, no deductible	20% coinsurance after deductible
<b>Outpatient Care</b> Emergency room visits	\$100 per visit after deductible (copayment waived if admitted or for observation stay)	\$100 per visit after deductible (copayment waived if admitted or for observation stay)
Office visits, when performed by: <ul style="list-style-type: none"> <li>• Family or general practitioner, internist, OB/GYN physician, geriatric specialist, licensed dietitian nutritionist, optometrist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>• Other covered providers</li> </ul>	\$20 per visit, no deductible  \$60 per visit, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Chiropractors' office visits (up to 20 visits per calendar year)	\$20 per visit, no deductible	20% coinsurance after deductible
Mental health or substance abuse treatment	\$10 per visit, no deductible	20% coinsurance after deductible
Short-term rehabilitation therapy—physical and occupational (up to 30 visits per calendar year for each type of therapy*)	\$20 per visit, no deductible	20% coinsurance after deductible
Speech, hearing, and language disorder treatment—speech therapy	\$20 per visit, no deductible	20% coinsurance after deductible
Diagnostic X-rays and lab tests, excluding CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	Nothing after deductible	20% coinsurance after deductible
CT scans, MRIs, PET scans, and nuclear cardiac imaging tests	\$100 per category per service date after deductible	20% coinsurance after deductible
Home health care and hospice services	Nothing after deductible	20% coinsurance after deductible
Oxygen and equipment for its administration	Nothing after deductible	20% coinsurance after deductible
Durable medical equipment—such as wheelchairs, crutches, hospital beds	Nothing after deductible**	20% coinsurance after deductible
Prosthetic devices	Nothing after deductible	20% coinsurance after deductible

**EXHIBIT C**  
**Blue Care Elect Deductible<sup>SM</sup>**  
**MIA PPO Benchmark Plan v.3**  
7/1/2022 – 6/30/2024

Surgery and related anesthesia in an office, when performed by: <ul style="list-style-type: none"> <li>• Family or general practitioner, internist, OB/GYN physician, geriatric specialist, pediatrician, nurse practitioner, nurse midwife, physician assistant</li> <li>• Other covered providers</li> </ul>	\$20 per visit***, no deductible  \$60 per visit***, no deductible	20% coinsurance after deductible  20% coinsurance after deductible
Ambulatory surgical facility, hospital, or surgical day care unit	\$250 per admission after deductible	20% coinsurance after deductible

\* No visit limit applies when short-term rehabilitation therapy is furnished as part of covered home health care or for the treatment of autism spectrum disorders.

\*\* Cost share waived for one breast pump per birth.

\*\*\* Copayment waived for restorative dental services and orthodontic treatment or prosthetic management therapy for members under age 18 to treat conditions of cleft lip and cleft palate.

Covered Services	Your Cost In-Network	Your Cost Out-of-Network
<b>Inpatient Care (including maternity care)</b> <ul style="list-style-type: none"> <li>• In other general hospitals (as many days as medically necessary)</li> <li>• In higher cost share hospitals (as many days as medically necessary)</li> </ul>	\$275 per admission after deductible* \$1,500 per admission after deductible*	20% coinsurance after deductible 20% coinsurance after deductible
Chronic disease hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Mental hospital or substance abuse facility care (as many days as medically necessary)	\$275 per admission, no deductible	20% coinsurance after deductible
Rehabilitation hospital care (as many days as medically necessary)	Nothing after deductible	20% coinsurance after deductible
Skilled nursing facility care (up to 45 days per calendar year)	20% coinsurance after deductible	40% coinsurance after deductible
<b>Prescription Drug Benefits**</b> At designated retail pharmacies (up to a 30-day formulary supply for each prescription or refill)	\$10 after deductible for Tier 1 \$30 after deductible for Tier 2 \$65 after deductible for Tier 3	Not covered
Through the designated mail service pharmacy (up to a 90-day formulary supply for each prescription or refill)	\$25 after deductible for Tier 1 \$75 after deductible for Tier 2 \$165 after deductible for Tier 3	Not covered

\* This cost share also applies to mental health admissions in a general hospital.

\*\* Cost share may be waived for certain covered drugs and supplies.

### Get the Most from Your Plan

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<b>Wellness Participation Program</b> <b>Reimbursement for a membership at a health club or for fitness classes</b> This fitness program applies for fees paid to: privately-owned or privately-sponsored health clubs or fitness facilities, including individual health clubs and fitness centers; YMCAs; YWCAs; Jewish Community Centers; and municipal fitness centers. (See your benefit description for details.)	\$150 per calendar year per policy
<b>Reimbursement for participation in a qualified weight loss program</b> This weight loss program applies for fees paid to: a qualified hospital-based weight loss program or a Blue Cross Blue Shield of Massachusetts designated weight loss program. (See your benefit description for details.)	\$150 per calendar year per policy
Blue Care Line™—A 24-hour nurse line to answer your health care questions—call 1-888-247-BLUE (2583)	No additional charge

### Questions?

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Interested in receiving information from us via e-mail? Go to [www.bluecrossma.com/email](http://www.bluecrossma.com/email) to sign up.

**Limitations and Exclusions.** These pages summarize the benefits of your health care plan. Your benefit description and riders define the full terms and conditions in greater detail. Should any questions arise concerning benefits, the benefit description and riders will govern. Some of the services not covered are: cosmetic surgery; custodial care; most dental care; and any services covered by workers' compensation. For a complete list of limitations and exclusions, refer to your benefit description and riders.



**EXHIBIT D****MIIA HMO High Deductible Health Plan**

7/1/2018 – 6/30/2024

BENEFIT	MIIA HMO HIGH DEDUCTIBLE HEALTH PLAN
Deductible	\$1,500 / \$3,000 (member / family)
Out of Pocket Maximum	Medical and Prescription Services: \$3,000 Individual / \$6,000 family
Preventive Care Visit	\$0
PCP Office Visit	Covered in full after deductible
Specialist Office Visit	Covered in full after deductible
Emergency Room	Covered in full after deductible
Inpatient Hospital Admission	Covered in full after deductible
Ambulatory Day/Outpatient Surgical Day	Covered in full after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible
CT and PET Scans and Nuclear Imaging	Covered in full after deductible
Short-Term Physical and Occupational Therapy	Covered in full after deductible (up to 100 visits per CY)
Skilled Nursing Facility Care	Covered in full after deductible (up to 100 days per CY)
Speech Therapy	Covered in full after deductible
Home Health and Hospice Care	Covered in full after deductible
Durable Medical Equipment	Covered in full after deductible
Chiropractic Services	Covered in full after deductible
Routine Vision Exam	Covered in full after deductible (one visit every 24 months)
<b>Prescription Drug</b> Deductible (\$100 / \$200) (applies to retail and mail) - Retail RX (up to 30-day supply) - Mail Order Drug RX (up to 90-day supply)	applies to retail and mail \$10/30/65 after deductible \$25/75/165 after deductible

**EXHIBIT D**

**MIA PPO High Deductible Health Plan**

7/1/2018 – 6/30/2024

BENEFIT	MIA PPO HIGH DEDUCTIBLE HEALTH PLAN	MIA PPO HIGH DEDUCTIBLE HEALTH PLAN
Network	In-Network	Out-Of-Network
Deductible	\$1500 / \$3000 (Member / Family) *	\$1500 / \$3000 (Member / Family) *
Out of Pocket Maximum	Medical and Prescription Services: \$3000 Individual / \$6000 Family	Medical Services: Combined In and Out
Preventive Care Visit	\$0	20% coinsurance after deductible
PCP Office Visit	Covered in full after deductible	20% coinsurance after deductible
Specialist Office Visit	Covered in full after deductible	20% coinsurance after deductible
Emergency Room	Covered in full after deductible	Covered in full after deductible
Inpatient Hospital Admission	Covered in full after deductible	20% coinsurance after deductible
Ambulatory Day/Outpatient Surgical Day	Covered in full after deductible	20% coinsurance after deductible
Diagnostic X-rays and Lab Tests, excluding MRI's, CT and PET Scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
MRI, CT and PET Scans and Nuclear Imaging	Covered in full after deductible	20% coinsurance after deductible
Short-Term Physical and Occupational Therapy	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Skilled Nursing Facility Care	Covered in full after deductible (up to 100 visits per CY)	20% coinsurance after deductible
Speech Therapy	Covered in full after deductible	20% coinsurance after deductible
Home Health and Hospice Care	Covered in full after deductible	20% coinsurance after deductible
Durable Medical Equipment	Covered in full after deductible	20% coinsurance after deductible
Chiropractic Services	Covered in full after deductible	20% coinsurance after deductible
Routine Vision Exam	Covered in full after deductible (one visit every 24 months)	20% coinsurance after deductible
Prescription Drug Deductible (\$100 / \$200) (applies to retail and mail) - Retail RX (up to 30-day supply) - Mail Order Drug RX (up to 90-day supply)	applies to retail and mail \$10/30/65 after deductible \$25/75/165 after deductible	applies to retail and mail \$20/60/130 after deductible not covered

FY19 UEP Scales

FY19 UEP Scale; 1.5% increase top step, 0.6% increase all steps

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45	M+60/ CAGS	Dr.	OT/PT	Nurses - RN/BSN	Nurses - MA/NSN C
1	\$40,446	\$40,946	\$41,446	\$44,751	\$45,334	\$45,917	\$46,500	\$48,082	\$48,408	\$54,370		
2	\$41,660	\$42,174	\$42,689	\$46,093	\$46,694	\$47,295	\$47,895	\$49,525	\$49,861	\$56,001		
3	\$42,910	\$43,439	\$43,969	\$47,476	\$48,095	\$48,714	\$49,332	\$51,012	\$51,356	\$57,680	\$42,910	\$47,476
4	\$44,196	\$44,743	\$45,288	\$48,900	\$49,537	\$50,175	\$50,812	\$52,541	\$52,897	\$59,410	\$44,196	\$48,900
5	\$45,523	\$46,085	\$46,647	\$50,368	\$51,024	\$51,681	\$52,336	\$54,118	\$54,484	\$61,193	\$45,523	\$50,368
6	\$46,888	\$47,468	\$48,047	\$51,878	\$52,555	\$53,230	\$53,906	\$55,741	\$56,118	\$62,723	\$46,888	\$51,878
7	\$48,295	\$48,892	\$49,488	\$53,435	\$54,131	\$54,828	\$55,524	\$57,413	\$57,802	\$64,913	\$48,295	\$53,435
8	\$49,744	\$50,358	\$50,973	\$55,038	\$55,755	\$56,472	\$57,189	\$59,136	\$59,536	\$66,861	\$49,744	\$55,038
9	\$51,236	\$51,869	\$52,502	\$56,689	\$57,428	\$58,166	\$58,905	\$60,910	\$61,323	\$68,866	\$51,236	\$56,689
10	\$52,772	\$53,425	\$54,077	\$58,390	\$59,150	\$59,911	\$60,672	\$62,737	\$63,162	\$70,948	\$52,772	\$58,390
11	\$54,356	\$55,027	\$55,700	\$60,142	\$60,925	\$61,709	\$62,492	\$64,619	\$65,057			
12	\$55,986	\$56,678	\$57,370	\$61,945	\$62,753	\$63,560	\$64,367	\$66,558	\$67,008			
13	\$57,666	\$58,379	\$59,092	\$63,804	\$64,635	\$65,466	\$66,298	\$68,555	\$69,018			
14	\$59,396	\$60,130	\$60,864	\$65,718	\$66,575	\$67,430	\$68,287	\$70,612	\$71,089			
15	\$61,178	\$61,934	\$62,690	\$67,690	\$68,571	\$69,454	\$70,335	\$72,730	\$73,222			
16	\$63,013	\$63,792	\$64,571	\$69,721	\$70,628	\$71,537	\$72,446	\$74,911	\$75,418			
17	\$64,904	\$65,706	\$66,508	\$71,811	\$72,747	\$73,683	\$74,619	\$77,159	\$77,681			
18	\$66,851	\$67,677	\$68,503	\$73,966	\$74,930	\$75,894	\$76,858	\$79,474	\$80,012			
19	\$68,872	\$69,723	\$70,574	\$76,201	\$77,195	\$78,188	\$79,181	\$81,876	\$82,430			

Nurse Leader: \$56,203

FY20 UEP Scales

FY20 UEP Scale; 1.25% increase all steps

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45	M+60/ CAGS	Dr.	OT/PT	Nurses - RN/BSN	Nurses - MA/NSN C
1	\$40,952	\$41,457	\$41,964	\$45,310	\$45,901	\$46,491	\$47,082	\$48,683	\$49,013	\$55,050		
2	\$42,180	\$42,701	\$43,222	\$46,669	\$47,278	\$47,886	\$48,494	\$50,144	\$50,484	\$56,701		
3	\$43,446	\$43,982	\$44,519	\$48,070	\$48,696	\$49,322	\$49,949	\$51,649	\$51,998	\$58,401	\$43,446	\$48,070
4	\$44,749	\$45,302	\$45,854	\$49,511	\$50,157	\$50,802	\$51,447	\$53,198	\$53,558	\$60,152	\$44,749	\$49,511
5	\$46,092	\$46,661	\$47,230	\$50,997	\$51,662	\$52,327	\$52,990	\$54,794	\$55,165	\$61,958	\$46,092	\$50,997
6	\$47,474	\$48,061	\$48,647	\$52,527	\$53,212	\$53,895	\$54,580	\$56,438	\$56,820	\$63,507	\$47,474	\$52,527
7	\$48,899	\$49,503	\$50,107	\$54,103	\$54,808	\$55,513	\$56,218	\$58,131	\$58,524	\$65,725	\$48,899	\$54,103
8	\$50,366	\$50,988	\$51,610	\$55,726	\$56,452	\$57,178	\$57,904	\$59,875	\$60,281	\$67,696	\$50,366	\$55,726
9	\$51,876	\$52,517	\$53,159	\$57,398	\$58,146	\$58,893	\$59,642	\$61,671	\$62,089	\$69,727	\$51,876	\$57,398
10	\$53,432	\$54,092	\$54,753	\$59,120	\$59,890	\$60,660	\$61,431	\$63,521	\$63,951	\$71,835	\$53,432	\$59,120
11	\$55,036	\$55,715	\$56,396	\$60,893	\$61,686	\$62,480	\$63,273	\$65,427	\$65,870			
12	\$56,686	\$57,387	\$58,088	\$62,720	\$63,537	\$64,354	\$65,172	\$67,390	\$67,846			
13	\$58,386	\$59,108	\$59,830	\$64,601	\$65,443	\$66,284	\$67,127	\$69,411	\$69,881			
14	\$60,139	\$60,882	\$61,625	\$66,540	\$67,407	\$68,273	\$69,140	\$71,494	\$71,978			
15	\$61,943	\$62,708	\$63,473	\$68,536	\$69,428	\$70,322	\$71,215	\$73,639	\$74,137			
16	\$63,801	\$64,590	\$65,378	\$70,592	\$71,511	\$72,431	\$73,351	\$75,848	\$76,361			
17	\$65,715	\$66,527	\$67,339	\$72,709	\$73,657	\$74,604	\$75,552	\$78,124	\$78,652			
18	\$67,687	\$68,523	\$69,359	\$74,890	\$75,866	\$76,843	\$77,819	\$80,467	\$81,012			
19	\$69,733	\$70,594	\$71,456	\$77,154	\$78,160	\$79,165	\$80,171	\$82,899	\$83,461			

Nurse Leader: \$56,906

FY21 UEP Scales

FY21 UEP Scale; 1.25% increase all steps

Step	Bachelor	B+15	B+30	Masters	M+15	M+30	M+45	M+60/ CAGS	Dr.	OT/PT	Nurses - RN/BSN	Nurses - MA/NSN C
1	\$41,464	\$41,976	\$42,489	\$45,877	\$46,475	\$47,072	\$47,670	\$49,292	\$49,626	\$55,738		
2	\$42,708	\$43,234	\$43,763	\$47,253	\$47,869	\$48,485	\$49,100	\$50,771	\$51,115	\$57,410		
3	\$43,989	\$44,532	\$45,075	\$48,670	\$49,305	\$49,939	\$50,573	\$52,295	\$52,648	\$59,131	\$43,989	\$48,670
4	\$45,308	\$45,868	\$46,427	\$50,130	\$50,784	\$51,437	\$52,090	\$53,863	\$54,228	\$60,904	\$45,308	\$50,130
5	\$46,668	\$47,244	\$47,820	\$51,635	\$52,308	\$52,981	\$53,652	\$55,479	\$55,855	\$62,732	\$46,668	\$51,635
6	\$48,067	\$48,662	\$49,255	\$53,183	\$53,877	\$54,569	\$55,262	\$57,144	\$57,530	\$64,301	\$48,067	\$53,183
7	\$49,510	\$50,121	\$50,733	\$54,779	\$55,493	\$56,207	\$56,920	\$58,858	\$59,256	\$66,546	\$49,510	\$54,779
8	\$50,995	\$51,625	\$52,255	\$56,422	\$57,158	\$57,893	\$58,628	\$60,623	\$61,034	\$68,543	\$50,995	\$56,422
9	\$52,524	\$53,174	\$53,823	\$58,115	\$58,873	\$59,629	\$60,387	\$62,442	\$62,865	\$70,599	\$52,524	\$58,115
10	\$54,100	\$54,769	\$55,437	\$59,859	\$60,638	\$61,418	\$62,199	\$64,315	\$64,751	\$72,733	\$54,100	\$59,859
11	\$55,724	\$56,412	\$57,101	\$61,655	\$62,457	\$63,261	\$64,064	\$66,245	\$66,693			
12	\$57,395	\$58,104	\$58,814	\$63,504	\$64,331	\$65,159	\$65,986	\$68,232	\$68,694			
13	\$59,116	\$59,847	\$60,578	\$65,409	\$66,261	\$67,113	\$67,966	\$70,279	\$70,755			
14	\$60,890	\$61,643	\$62,395	\$67,372	\$68,250	\$69,126	\$70,004	\$72,388	\$72,877			
15	\$62,717	\$63,492	\$64,267	\$69,393	\$70,296	\$71,201	\$72,105	\$74,559	\$75,064			
16	\$64,598	\$65,397	\$66,195	\$71,475	\$72,405	\$73,337	\$74,268	\$76,796	\$77,315			
17	\$66,537	\$67,359	\$68,181	\$73,618	\$74,577	\$75,537	\$76,496	\$79,100	\$79,636			
18	\$68,533	\$69,380	\$70,226	\$75,827	\$76,815	\$77,803	\$78,791	\$81,473	\$82,025			
19	\$70,604	\$71,477	\$72,349	\$78,118	\$79,136	\$80,155	\$81,173	\$83,936	\$84,504			

Nurse Leader: \$57,617

