

Settlement Agreement
By and Between
the Pittsfield Public Schools
and the United Educators of Pittsfield, M.T.A.

The parties have agreed to the following terms, conditions, and understandings to be incorporated into a successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. **Article VI – Working Conditions, Section 7 – Teaching Load:**

- a. Reword Section 1(D) to read as follows: “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 countywide 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.”
- b. In Section 7(A)(3), delete the following: “The COMMITTEE and the UEP shall establish a study group on the scheduling, assignment of duties, and other aspects of the work of elementary subject area specialists. As used in this paragraph the term “elementary subject area specialist” shall be understood only to denote a teacher of art, music, library-media skills, physical education, and natural science at the elementary grade level. 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 School Committee and the UEP for ratification.”
- c. Reword Section 9 to read as follows: 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 may continue to do so.”
- d. In Section 36(D), reword the first sentence to read as follows: “The work year for occupational and physical therapists shall be the teachers’ work year, as defined

in Article VI, Section 1(A) and (D), and four (4) additional days, for a total of one hundred eighty-seven (187) days.”

- e. In Section 36(D), reword the last sentence to read as follows: “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).”
- f. In Section 36(G), reword the first sentence to read as follows: “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.”

2. Article IX – Leaves of Absence:

- a. Delete Section 1(C).
- b. Reword Section 2(F) to read as follows: “The Sick Leave Bank Committee shall consist of three (3) members as follows: the UEP President or his/her designee, two (2) UEP appointees chosen by the UEP President.”
- c. Reword Section 3(C) to read as follows: “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.”

3. Article XV – Compensation:

- a. In Section 7, change the longevity amounts to the following effective August 24, 2018:
 - i. 15-19 years \$700
 - ii. 20-24 years \$1,000
 - iii. 25+ years \$1,300
- b. In Section 7, change the longevity amounts to the following effective August 24, 2019 or August 24, 2020, as applicable, provided the Chapter 70 threshold is met:
 - 10-14 years \$500 (this longevity category and amount is contingent upon Pittsfield receiving at least an additional \$750,000 in Chapter 70 monies in FY20 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 70 monies received in FY20)
- c. In regard to Section 8(A), effective August 24, 2018, 1.5% increase to the top step only. Effective August 24, 2018, 0.6% increase to all steps.
- d. In regard to other salary schedules, effective August 24, 2018, 0.6% increase.
- e. Effective August 24, 2019, all salary schedules shall increase by 1.25%.
- f. Effective August 24, 2020, all salary schedules shall increase by 1.25%.

4. In Section 10, add the following note related to the Head Teachers (Non-Community Schools), in Principal's absence***: "****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 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."
5. Evaluation: Add the following as a new section in the evaluation instrument: "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."
6. Preparation Time: Add the following statement regarding preparation time at all levels: "Teachers cannot leave the school building during the preparation time, except for school related activities."
7. The School Committee and/or administration will provide the UEP with the itinerant schedules prior to each school year. In addition, if allowed by the City, the Committee will designate parking for itinerants at school buildings, if needed. Note: This provision shall not be added to the collective bargaining agreement.
8. Administration and UEP agree to meet once in August of 2018 and once in September of 2018 to review student behavior and discipline issues.
9. Initiatives: The parties agree that the initiative prioritization issue will be an agenda item at the September JLMC meeting.

FOR THE PITTSFIELD PUBLIC
SCHOOLS

Katherine Zou

Dated: 6/28/18

FOR THE UNITED EDUCATORS OF
PITTSFIELD, M.T.A.

Dawn Quinlan

Dated: 07/10/18