

*Berkshire Hills Regional School District*

*&*

*{ADMINISTRATOR NAME}*  
*{POSITION}*

*July 1, 2021 - June 30, 2022 Contract*



**TABLE OF CONTENTS**

	<b>Preamble</b> .....	<b>Page 1</b>
<b>Article I</b>	<b>Employment</b> .....	<b>Page 1</b>
<b>Article II</b>	<b>Grievance Procedure</b> .....	<b>Page 1</b>
<b>Article III</b>	<b>Work Year Responsibility</b> .....	<b>Page 3</b>
<b>Article IV</b>	<b>Salaries</b> .....	<b>Page 4</b>
<b>Article V</b>	<b>Termination, Demotion and Suspension</b> .....	<b>Page 4</b>
<b>Article VI</b>	<b>Sick Leave</b> .....	<b>Page 5</b>
<b>Article VII</b>	<b>Sick Leave Reserve</b> .....	<b>Page 6</b>
<b>Article VIII</b>	<b>Temporary Leaves of Absence</b> .....	<b>Page 7</b>
<b>Article IX</b>	<b>Professional Development and Educational Improvement</b> .....	<b>Page 11</b>
<b>Article X</b>	<b>Injury in the Course of Employment</b> .....	<b>Page 12</b>
<b>Article XI</b>	<b>Indemnity</b> .....	<b>Page 13</b>
<b>Article XII</b>	<b>Insurance</b> .....	<b>Page 13</b>
<b>Article XIII</b>	<b>Payroll Deductions</b> .....	<b>Page 14</b>
<b>Article XIV</b>	<b>Continuity of Service</b> .....	<b>Page 14</b>
<b>Article XV</b>	<b>Transfers, Reassignments, Vacancies and Promotions</b> .....	<b>Page 15</b>
<b>Article XVI</b>	<b>Reduction in Force</b> .....	<b>Page 16</b>
<b>Article XVII</b>	<b>Evaluation</b> .....	<b>Page 17</b>
<b>Article XVIII</b>	<b>Major Changes in Responsibilities</b> .....	<b>Page 18</b>
<b>Article XIX</b>	<b>Electronic Information</b> .....	<b>Page 18</b>
<b>Article XX</b>	<b>General</b> .....	<b>Page 19</b>
<b>Article XXI</b>	<b>Longevity</b> .....	<b>Page 20</b>
<b>Article XXII</b>	<b>Duration/Salary Schedule</b> .....	<b>Page 21</b>
	<b>Job Description</b> .....	<b>Page 22</b>



## PREAMBLE

This Agreement constitutes the entire contract between the Berkshire Hills Regional School District, hereinafter District, and {ADMINISTRATOR NAME} (hereinafter Administrator).

## ARTICLE I – EMPLOYMENT

- A. The District hereby employs the Administrator in the position of {POSITION} and Administrator accepts such employment.
- B. The Administrator shall be employed for the period of July 1, 2021 to June 30, 2022. Likewise, this Contract shall be in effect for the period of July 1, 2021 to June 30, 2022. This section is expressly conditioned on the Administrator's competent and complete performance of all the duties listed in the job description, attached to this Employment Contract, adherence to state and federal laws and regulations, and adherence to the policies and procedures of the District.
- C. During the first year of employment of a newly-hired administrator, the District shall assign a mentor to the administrator or provide an alternate program (i.e. NISL) to provide the Administrator with assistance, guidance and counsel. This mentor may be an individual who is not employed by the District.
- D. The District shall provide written notice of its intent to renew or not renew this Employment Contract, and in the case of renewal of the Employment Contract, written notice of the intended duration of the renewal of this Employment Contract. Said notification shall be sent by certified mail, return receipt requested, to the Administrator's home address, as listed in the Administrator's personnel record, or delivered to the Administrator in person, no later than ninety (90) calendar days prior to the expiration of this Employment Contract.

## ARTICLE II - GRIEVANCE PROCEDURE

- A. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
- B. 1. Level One
  - (a) The Administrator shall submit a statement of the alleged grievance, in writing, to the Superintendent within the (10) calendar days after the Administrator knew or should have known of the events or conditions upon which the alleged grievance is based. The statement must specify the provision(s) of this

Employment Contract that allegedly have been violated, and detail the evidence that supports each violation.

- (b) The Superintendent or the Superintendent's designee will meet with the Administrator and the Administrator's representative(s), if any, within seven (7) calendar days (Saturday, Sunday and School holidays excluded) from the receipt of the grievance.
- (c) The Superintendent or designee will render a decision on the grievance and communicate same, in writing, to the Administrator within seven (7) calendar days (Saturday, Sunday and School holidays excluded) following the meeting.

## **2. Level Two**

- (a) Within seven (7) calendar days (Saturday, Sunday and School holidays excluded) following receipt of the Superintendent's decision, the Administrator may appeal that decision to the School Committee. Said appeal must be in writing and sent by certified mail to the Chairperson of the School Committee with a copy to the Superintendent. Within 14 calendar days, exclusive of school holidays, the School Committee will meet with the Administrator and the Administrator's representative, if any, to resolve the grievance.
- (b) The School Committee will render a decision on the grievance and send same, in writing, by certified mail to the aggrieved person within 14 calendar days exclusive of School holidays following the hearing.
- (c) When it is necessary, pursuant to the Grievance Procedures, for the Administrator to attend a hearing during the school day, the Administrator will, upon notice to the Superintendent, be released without loss of pay or charge against any leave as necessary in order to permit participation. An employee whose appearance in a grievance hearing as a witness is required will be accorded the same right.
- (d) The District will cooperate in the investigation of any grievance by making available to the Administrator all written and recorded information in the possession of the District which is within the public domain, to the extent requested and the Administrator will cooperate by making available to the District all written or recorded information pertinent to the grievance within the possession or control of the Administrator.

- (e) A decision at Level One shall be final unless within 14 calendar days of delivery of said decision to Administrator, the grievance is presented in writing at the next level. A written decision at Level Two shall be final.
- (f) Any matter grieved shall not be arbitrable except to the extent permitted by and in accordance with the provisions of M.G.L. c. 71, §§ 41, 42 and 42D.

### **ARTICLE III - WORK YEAR RESPONSIBILITY**

The Administrator shall perform satisfactorily the duties and responsibilities set forth on the attached job description and such other duties and responsibilities as from time to time assigned to the Administrator by the Superintendent or as may be prescribed by law. The Administrator is expected to attend all meetings and activities that, in the judgment of the Superintendent and/or the School Committee, it is advisable to have the Administrator's presence and/or participation.

The work year under this Employment Contract shall consist of two hundred twenty **(220)** work days and will follow the school calendar.

The Superintendent may, at the Superintendent's discretion, require the work year for the Administrator be extended provided always the work year shall not be extended to more than two hundred twenty-eight **(228)** days per year without the consent of the Administrator. The Administrator shall be paid for such additional days as provided in Article IV, Section B.

The Administrator shall devote his/her time, skill, labor and attention to his/her employment during the term of this Employment Contract. However, with the prior written approval of the Superintendent, the Administrator may undertake consulting work, speaking engagements of a professional nature which are consistent with and do not derogate from such administrator's employment responsibilities to the District.

The administrator shall have the following designated as non-work days: New Year's Eve Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day. Good Friday shall be a non-work day only as long as it remains a non-school day for students.

If Christmas occurs on Tuesday, Wednesday or Friday, the previous day will be a non-work day, and if Christmas falls on a Monday or Thursday, the following day will be a non-work day. If Christmas or the Fourth of July occurs on Saturday, the preceding Friday will be a non-work day. If Christmas or the Fourth of July occurs on Sunday, the ensuing Monday will be a non-work day.

A maximum of five (5) non-work days worked by the Administrator during a work year of July 1 through June 30 will be carried over to the following work year provided a request in writing is made by the Administrator to the Superintendent by June 1 of the year and the request is approved in writing. The decision of the Superintendent shall be final and not grievable under Article II Grievance Procedure.

Such non-work days obtained in one work year may be carried over only to the next succeeding work year.

Non-work days may be used when school is in session only in situations presented to the Superintendent and approved in writing. The decision of the Superintendent shall be final and not be grievable under Article II Grievance Procedure.

#### **ARTICLE IV - SALARIES**

- A. The Administrator shall be paid bi-weekly in accordance with the attached Salary Schedule. The contract pay period is the fiscal year from July 1 to June 30. Salary shall be based on the number of work days stated in Article III.
- B. An Administrator who is requested to work beyond the Administrator's specified Work Year (See Article III) will be paid for each full day or any portion thereof worked at such Administrator's per diem rate.
- C. An Administrator's per diem rate is calculated by dividing two hundred and twenty **220** (the number of days in such Administrator's work year) by the Administrator's salary set forth on the Salary Schedule.
- D. Committee shall reimburse the Administrator for use of the Administrator's own motor vehicles at the District rate. Such reimbursement requests must be made on a monthly basis and prior to June 30 of each fiscal year.

#### **ARTICLE V – TERMINATION, DEMOTION AND SUSPENSION**

- A. The Superintendent may dismiss the Administrator and terminate this Employment Contract during its term. Such action shall be for good cause if the Administrator has completed three (3) or more years in his/her administrative position. The Superintendent will comply with the provisions of M.G.L. Ch. 71, Sections 41 and 42 when such provisions are applicable to the decision to dismiss or terminate the Employment Contract during its term.
- B. The Superintendent may demote the Administrator during the term of this Employment Contract. Such action shall be for good cause if the Administrator



has completed three (3) or more years in his/her administrative position. The Superintendent will comply with the provisions of M.G.L. Ch. 71, Sections 41 and 42, when such provisions are applicable to the decision to dismiss or terminate the Employment Contract during its term.

- C. The Superintendent may suspend the Administrator without pay for any period of time during the term of this Employment Contract. Such suspension shall be for good cause, and the Superintendent shall comply with the provisions of M.G.L. Ch. 71, Sections 42D when taking such suspension action.
- D. As used herein, “good cause” shall mean any grounds put forward by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school district.
- E. The Superintendent may take other disciplinary action, including, but not limited to oral and written warnings and letters of reprimand as warranted.
- F. In the event that the Administrator desires to terminate this Employment Contract and his/her employment during the term of this Employment Contract, the Administrator may do so by giving at least ninety (90) calendar days’ written notice of such resignation to the Superintendent and the Superintendent’s acceptance of such resignation.

#### **ARTICLE VI - SICK LEAVE**

- A. Sick Leave is interpreted as meaning leave with pay for personal sickness or accident, the nature of which incapacitates the Administrator from performing the duties of his/her position. The Administrator who must be out due to illness must notify the Superintendent that morning. If the Administrator leaves work due to illness or accident during the school day, the Superintendent must be notified.
- B. Sick days will be earned in each fiscal year at the rate of one day for each 12-work days in the Administrator's work year. Sick Leave may be borrowed ahead by an Administrator with three or less years of service to a maximum of 30 days, provided written permission is secured from the Superintendent.
- C. An Administrator leaving the employ of the Berkshire Hills Regional School District shall reimburse the District for any sick leave in excess of the Administrator’s accumulated or earned sick leave at the rate of pay at the time of illness or accident.
- D. Sick Leave may be accumulated to two hundred twenty (220) days.

- E. A doctor's certificate may be required for the Administrator who has been out ill for more than five consecutive school days.
- F. The Superintendent reserves the right to require the Administrator to undergo examinations upon continuing or recurrent absences for the purpose of certifying the Administrator's fitness for the position he or she holds or for other reasons. The Superintendent reserves the right to designate the examiner, and agrees to pay for the examination. Failure of the Administrator to submit to such examination upon reasonable request shall be good cause for termination of this Employment Contract.
- G. The Administrator may use sick leave for rendering necessary care to an ill member of the Administrator's immediate family (Administrator's spouse, child, parent). In the event of the absence of an Administrator because of illness within the immediate family for more than five consecutive days in any work year, the Administrator shall, upon request of the District or its designee, submit to the Superintendent a certificate of a duly practicing physician substantiating such illness.

#### **ARTICLE VII – SICK LEAVE RESERVE**

- A. Each employee shall annually be assessed two (2) days of sick leave to be transferred to the District Sick Leave Reserve. Such transfer shall be effective on the first day of the regular school year or on the first day of the employee's work year should the employee be hired as a full-time permanent employee after the start of the school year.
- B. If 50% or more of the days placed in the District Sick Leave Reserve remain unused on the final day of the school year, one (1) sick day will be returned to each participating member of each participating unit at that time, not to exceed the cap of 180 days per employee.
- C. In the event that the District Sick Leave Reserve usage will exceed the total number of sick days used in a given year, a Meet and Confer of the District Sick Leave Reserve Committee of each of the participating units will be held to discuss increasing the donation of sick days.
- D. The District Sick Leave Reserve shall be annually reduced to zero on the first day of the next fiscal year.
- E. Upon receipt of a request from a certified full-time permanent employee for personal sick leave, the Sick Leave Reserve Committee (SLRC) shall meet to vote approval of the request, provided the following guidelines shall have been fulfilled:

- 1) The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
  - 2) The employee shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
  - 3) The request must be for no more than thirty (30) workdays.
- F. Employees granted sick leave under this provision may request additional sick leave by providing documentation of a continuing, substantial and critical need. However, such additional sick leave shall not exceed sixty (60) additional workdays.
- G. The Sick Leave Reserve Committee (SLRC) shall consist of:
- 1) the Berkshire Hills Education Association President or designee,
  - 2) the Chairperson of the Berkshire Hills Regional School District School Committee or designee,
  - 3) the Superintendent of the Berkshire Hills Regional School District or designee.
- H. The SLRC shall have the authority to grant additional days upon proof of sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.
- I. The decision of the SLRC shall not be grievable under Article V.

### **ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE**

A. **Professional Leave:**

The Superintendent may, but need not, grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions. The grant or denial of leave by the Superintendent shall be conclusive and his/her decision shall not be subject to grievance or arbitration:

- (1) For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent

- (2) For the purposes of attending convention, seminars and conferences, provided request is made to the Superintendent in writing at least ten (10) days before the commencement of the time of the requested absence.

D. **Personal Leave:**

The Superintendent shall grant temporary leaves of absence for those matters that cannot be taken care of after school hours which are for medical, legal, business, household or family matters. Leaves granted under Section 3 shall not be counted as temporary leaves of absence. The total number of days of leave in the aggregate shall not, in any work year, exceed five (5) days and further provided:

- (1) That two (2) of the days will be taken when school is not in session as recognition that the Administrator has heavy demands of evening meetings.
- (2) Employee gives the Superintendent or his/her designee written request at least 24 hours in advance (except in the case of emergency the request may be given in less than 24 hours in advance).
- (3) The Superintendent may deny an Administrator's request for leave if he/she determines that there will not be sufficient Administrators in the district for responsible handling of district and building issues.
- (4) The Superintendent may, but need not, grant one (1) additional day of temporary leave. The grant or denial of such leave shall not constitute precedent to grant or deny temporary leaves requested by the same or another employee.

E. The Superintendent may, at his/her discretion, grant additional days of leave without pay for extenuating circumstances.

F. **Bereavement Leave:**

Employees shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions:

- (1) In the event of the death of the spouse, child, brother or sister, or parent of the employee, for a period not to exceed five (5) consecutive work days. The leave shall commence on or about the date of death. This leave also applies to any other person who acted in the capacity of a parent or child.
- (2) In the event of the death of a grandparent, family-in-laws, aunt or uncle of the employee, for a period not to exceed three (3) consecutive work days. The leave shall commence on or about the date of death.

- (3) For such bereavements as the Superintendent shall deem appropriate.

G. **Religious Observance**

- (1) For purposes of religious observance if the religious convictions of the employee prohibit him/her from working on said day.

H. **Other Leave:**

The District may, but need not, grant temporary leaves of absence to employees for the following reasons upon the terms and conditions as may be set forth below and upon such further terms and conditions as District may determine. The grant, denial, or imposition of terms and conditions by District with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

- (1) Because of illness or injury which does not come within the purview of Article XVI or which extends beyond the period provided for in said article.
- (2) For sabbatical leave. With respect to leave under this paragraph (b), the employee must submit an application of intent to seek such leave to the Superintendent on or before that November 1 of the year preceding the year during which the leave is to commence. Said application shall set forth such information as will enable the District to review deliberatively and act upon such request. The applicant will be notified in writing by December 1 that his/her application has been approved or denied. If granted, employee must formally notify the District in writing by April 1 of the year in which the sabbatical is desired if he/she intends to take such a sabbatical. Employees will be compensated at the rate of 75% of their regular teaching or administrative salary in effect at the time of the sabbatical. Employees on sabbatical shall have the option of receiving this compensation in 21 bi-weekly payments, beginning with the first payment in September and ending with the last payment in June. Employees wishing to be compensated in this manner should notify the District by June 1. An employee taking a sabbatical will be under obligation to return the following year to the Berkshire Hills Regional School District as stated in chapter 71, Section 41A of the General Laws.
- (3) For academic pursuit not coming within the purview of 4(b) hereof, and application for which has expressly been requested under this paragraph 4(c).
- (4) For such other reason as the District shall deem appropriate.
- (5) For attendance at legal proceedings, including administrative hearing, provided such attendance is at the request of District.

I. **Jury Duty:**

In accordance with M.G.L. ch. 268, Section 14A and M.G.L. ch. 234A Section 48:

- (1) Employees summoned to jury duty shall serve without loss of pay or benefits. The employee shall provide the Building Principal and Superintendent with a copy of the summons to serve on a jury no later than ten days after its receipt and the employee shall also complete a leave of absence form forwarded to the Superintendent.
- (2) For jury service beyond three (3) days, the District shall pay the employee the difference between what is paid the juror by the state and the per-diem salary of the employee.
- (3) The employee shall notify the Superintendent as soon as possible if he/she is not required to report for jury duty on any given day, and he or she will report to work that day.
- (4) If an employee is released early from jury duty, he or she shall notify the Superintendent as soon as possible and, if so directed, shall promptly report to work for the balance of the workday.
- (5) Employees must turn in documentation of the days served on jury duty along with their jury duty pay as soon as it is received to the central business office.

J. **Family Medical Leave Act**

An employee, who has worked for the Berkshire Hills Regional School District for at least twelve (12) months and who has performed at least twelve hundred fifty (1250) hours of work during the year preceding the commencement of the leave, shall be eligible for up to twelve (12) weeks of leave during a twelve (12) month period pursuant to the Family Medical Leave Act (FMLA) for the following purposes:

- a. Birth of the employee's child.
- b. Placement of a child with the employee for adoption or foster care.
- c. When the employee is needed to care for the employee's parent, spouse, or child.
- d. When the employee has a serious health condition which renders the employee unable to perform the essential duties of the employee's job.

The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.

Employees shall submit all requests for leave on an approved form with accompanying medical documentation as far in advance of the leave as possible and not less than thirty (30) days before the first day of leave requested when such leave is foreseeable.

The duration of the leave and the timing of the employee's return to employment shall be determined in accordance with the specific provisions of the FMLA concerning employees and the regulations enacted thereunder.

The District shall continue to pay its portion of the employee's group health insurance premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the District that the employee will not return from leave.

During FMLA leave time the employee shall continue to accrue seniority and other benefits (such as advancement on the salary scale).

Nothing in this section shall prohibit the District from requiring periodic reports from the employee with respect to the employee's status and intent to return to work.

In addition, any female employee who had completed the initial probationary period but has not met the requirements of the FMLA shall be granted up to eight weeks of maternity leave under the provisions of the Massachusetts Maternity Leave Act (MMLA). Employees so covered shall be entitled to use all accrued personal and sick leave time.

## **ARTICLE IX - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The District will pay the cost of expenses for professional development courses offered by accredited colleges, universities or professional training schools which are taken by the Administrator at the request of the Superintendent of Schools.
- B. The District will pay the reasonable expenses incurred by the Administrator who is required to attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.
- C. The District will pay the costs (tuition and books) of courses, initiated by the Administrator, taken at an accredited college or university upon the following terms and conditions:

1. Such courses must be, in the opinion of the Superintendent, (a) related to upgrading the skills of the Administrator and (b) in the best interest of the School District.
2. Prior written approval to take such courses must be received by the Superintendent.
3. The Superintendent's decision to grant or deny approval to take such courses shall not be subject to Article II Grievance Procedure.

### **ARTICLE X - INJURY IN THE COURSE OF EMPLOYMENT**

- A. If an employee, because of injury sustained in the course of and arising out of the employee's employment by the District, is receiving weekly total incapacity compensation benefits under Chapter 152 of the General laws of the Commonwealth of Massachusetts (Workers' Compensation Act), the District shall pay to such employee each pay period, so long as such employee is receiving such benefits, an amount equal to the difference between the employee's salary at the time of such injury and amount of weekly indemnity being received by the employee. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such employee's accumulated sick leave days by such employee's per diem rate. (Total amount payable = number of employee's accumulated sick days x employee's per diem rate.) The number of accumulated sick leave days available to the employee shall be reduced by an amount equal to the total sum paid to the employee under this article divided by the employee's per diem rate. (Number that accumulated sick days is to be reduced by = total sum paid to employee divided by employee's per diem rate.) This method of calculation results in only a part of a sick day being used for each day an employee receives workers' compensation until all sick days have been utilized. The part of the sick day used is equal to the proportional amount of pay provided by the District. For example, if the per diem of the employee is \$200 and workers' compensation pays \$150 then the Berkshire Hills Regional School District pays the remaining \$50. Thus only .25 of a sick day is used and the employee still has .75 of that sick day available.
- B. If the injury of an employee comes within the purview of both this Article and Articles VI and VII, it shall be deemed to come within the purview of this Article and such employee shall not be paid any benefits pursuant to Article XIII for such illness or injury except as is provided in the preceding paragraph.



## **ARTICLE XI - INDEMNITY**

The District agrees to indemnify the administrator from personal financial loss and expenses, including legal fees and costs, if any, as provided and to the extent permitted under Massachusetts General Laws, Chapter 258, Section 10.

## **ARTICLE XII- INSURANCE**

- A. The District will agree to accept the provisions of the law which provide that the Administrator may participate in tax-sheltered annuities in accordance with payroll periods of the Berkshire Hills Regional School District.
- B. The District will pay eighty five percent (85%) of the cost for a \$10,000.00 group life insurance plan insuring the life of the Administrator. The Administrator may elect to purchase additional group life term insurance to the maximum permitted by law but not at the expense to the District.
- C. The District shall offer Administrator the same health insurance plans with the same provisions therein as the District offers to District teachers under the present and any future collective bargaining agreement and shall pay for the Administrator the same percentage rate for each such health insurance plan as the District pays for its teachers under the present and any future collective bargaining agreement (1) even if during the term of this agreement the health insurance plans or any provision therein the District offers to teachers are changed resulting in health insurance plans or any provisions therein which are either more or less favorable for the Administrator than the District provided for the Administrator as of the date of this agreement and (2) even if the percentage rate the District pays for District teachers for any one or more health insurance plans is changed resulting in the Administrator paying either more than or less than the District pays for health insurance plans for the Administrator as of the date of this agreement. The District will pay a percentage of the HMO plan. For employees on the PPO and POS plans, the District will pay the dollar amount equal to the employer HMO contribution.

The Administrator will be eligible to participate in a dental plan through the Berkshire Health Group. Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the employee.

- D. The District shall offer for Administrators the opportunity to participate in a long-term disability plan. If an Administrator so wishes to participate they will authorize payment of the full premium through payroll deductions.

### **ARTICLE XIII - PAYROLL DEDUCTIONS**

- A. The District agrees to accept the provisions of General Laws, Chapter 292, relative to deductions for credit unions and annuities.
- B. The District will provide a Flexible Spending Plan (FSA) and/or Health Savings Account (HSA) to all staff and will deduct an annual fee, to be deducted from participating members to cover the account cost mandated by the provider and district administrative costs. If there are no costs mandated by the provider, the District will waive the administrative costs.
  - 1) The District agrees to accept the provisions of General Laws, Chapter 292, relative to deductions for credit unions and annuities.
  - 2) All monies so deducted under the preceding sections shall be remitted to the appropriate parties promptly in accordance with such procedures as desired by the employee, provided it coincides with the payroll period of the Berkshire Hills Regional School District.
  - 3) The District will agree to accept the provisions of the law which provide that the employee may participate in tax-sheltered annuities in accordance with payroll periods of the Berkshire Hills Regional School District.

### **ARTICLE XIV- CONTINUITY OF SERVICE PAYMENT**

- A. Administrators with ten (10) years of service as an administrator in the Berkshire Hills Regional School District may request a Continuity of Service payment of \$5,750 for three consecutive years. The Administrator is not eligible for a Continuity of Service payment if the Administrator has elected a Continuity of Service payment under any prior Employment Contract.
- B. Written application to the Superintendent of Schools is required by December 1 of the year preceding the request for commencement of Continuity of Service pay, and immediate placement is not insured. The District retains the right to set budget limits; however, the District will not set budget limits that are generally viewed as restrictive. Members electing but not immediately placed under the provisions of paragraph one will be carried forward to the next school year and placed at the top of the list.
- C. In the event that an abnormally high number of administrators elect this option in a specific year, the following sequence of events will take place.

1. A request will go to all administrators who have elected this option seeking an administrator willing to delay the start of this option to the next year. Administrators will have five (5) school days to respond to this request.
2. If the problem still exists after voluntary delays are sought, administrators electing this option will start in order of seniority within the Berkshire Hills Regional School District, with the most senior being placed first and the remainder being placed at the top of the list in seniority order in the next school year.
3. No qualified administrator will be denied immediate placement on the optional Continuity of Service schedule specified in paragraph 1 or 2 above for any reason other than specified in paragraph C, sections 1 or 2.

#### **ARTICLE XV - TRANSFERS, REASSIGNMENTS, VACANCIES AND PROMOTIONS**

- A. Whenever the Superintendent contemplates the transfer of the Administrator or the reassignment of the Administrator, the Superintendent shall, at least ten calendar days prior to the effective date of such transfer or reassignment, give to the Administrator written notice of the contemplated transfer or reassignment. The Administrator may, within those five days immediately ensuing the receipt of said notice, request, in writing, of the Superintendent a conference to discuss such transfer or reassignment. The Superintendent shall, upon receipt of such written request from the Administrator and within those three days immediately ensuing the receipt of such request, confer with the Administrator. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to Article II Grievance Procedure.
- B. Whenever the Administrator wishes a transfer or reassignment, the Administrator shall make application therefore. Said application shall be in writing, addressed and delivered to the Superintendent, and shall set forth the transfer or reassignment sought and the reasons therefore. If the grant of the requested transfer or reassignment shall not, either directly or indirectly, cause the transfer or reassignment of an Administrator other than the applicant Administrator, the Superintendent shall, within the ten calendar days immediately ensuing the date of the receipt of said application, advise the applicant Administrator of the Superintendent's decision. If the grant of the applied for transfer or reassignment shall, either directly or indirectly, cause the transfer or reassignment of an Administrator other than the applicant Administrator and the Superintendent wants to further consider the request, the Superintendent shall advise the applicant Administrator of the Superintendent's decision within ten days after considering the transfer or reassignment of an Administrator other than the

applicant or having complied with the provisions of the first paragraph of this Article, whichever first occurs. Compliance with the procedural provisions of the paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article II Grievance Procedure.

- C. 1. Whenever a vacancy in a professional position occurs which is deemed by the Superintendent to involve a promotional opportunity for the Administrator as opposed to a transfer or reassignment, the Superintendent shall, as soon as practicable, post a notice of the vacancy upon one or more of the bulletin boards. Such notice shall set forth the minimum qualification for the position, its duties, anticipated range of compensation to be paid, and the date that the Superintendent expects the vacancy to be filled. Applications for such positions shall be accepted from professional personnel within and without the school system. The Superintendent shall, in selecting an applicant, consider the professional background, attainments, and experience of each applicant, together with such other factors the Superintendent shall deem to be relevant.
2. If, in the judgment of the Superintendent, the professional background, attainments, and experience of the applicants deemed by the Superintendent to be most qualified are, in the Superintendent's opinion, substantially equal, the Superintendent will give preference to an applicant then currently employed by the District unless, in the opinion of the Superintendent, the grant of such preference shall not be in the best interest of the school system. However, in the event that it appears that the Superintendent expresses a preference for employment of an applicant from without the school system, the Superintendent shall promptly notify, in writing, each applicant from within the school system of the expression of such preferences. Within the three calendar days (Saturday, Sunday and legal holidays excluded) immediately ensuing the date of such written notice, an applicant from within the school system may request, in writing, to meet personally to confer with the Superintendent. Such request shall be granted before an applicant from without the system is employed. Compliance with the procedural provisions of the paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article II Grievance Procedure.

### **ARTICLE XVI- REDUCTION IN FORCE**

If the Superintendent, in the exercise of the Superintendent's discretion, determines that there shall be a reduction in the administrative staff of the District, the Superintendent shall thereupon, subject to the provisions of the General Laws of the Commonwealth, including, where applicable, the law pertaining to professional status, implement such reduction by

retaining with the employ of the District, those members of the Administrative Staff who Superintendent deems will best serve the interests of the District. In considering the members of the Administrative Staff who will best serve the interests of the District, the Superintendent will consider for those members of the Administrative Staff involved their respective evaluations, the general job performance of each such member of the Administrative Staff, areas of certification, length of service as a full-time Administrator in the District and skills and experience that may be useful or advisable for any new, or reorganized position. If this Employment Contract is not renewed because of an Administrative Staff reduction in force and if the Administrator has professional status as a teacher in the District, and if there is an open teaching position for which the Administrator is certified, offer the Administrator such teaching position. If the Administrator does not accept such offered position in writing within 10 calendar days of being so offered, the Administrator will be deemed to have declined the position.

### **ARTICLE XVII – EVALUATION**

- A. The Administrator shall be evaluated annually by the Superintendent and/or his/her designee for the purpose of providing (1) information for improving performance and (2) a record of facts and assessments for personnel decisions, (3) a record of achievement regarding the Administrators’ annual and individual annual goals and objectives.
- B. Each year the Superintendent shall meet with the Administrator, individually, for the purpose of setting goals and collaboratively planning for the evaluation of the Administrator.
- C. At the end of each evaluation cycle, the Administrator and Superintendent shall complete their obligation under the Commonwealth’s Educator Evaluation and Supervision System. The Administrator and the Superintendent shall meet and discuss the evaluation. The Administrator shall have the right to submit a written statement regarding the evaluation which statement is to be placed in the Administrator's personnel file. Such statement may include Administrator-generated information concerning the Administrator's performance.
- D. The Administrator shall be evaluated based on the Commonwealth’s Educator Evaluation System with the input from the Administrative Staff and the objectives and specific procedures established pursuant to section B above.

## **ARTICLE XVIII- MAJOR CHANGES IN RESPONSIBILITIES**

If the Superintendent contemplates that he/she will, (b) substantially change the working conditions of any one or more positions, or (c) create any position by reason of reorganization or otherwise, the Superintendent shall confer with the Administrator over the impact of the Superintendent's contemplated action. The Superintendent may at any time after the initial conference with the Administrator or the Administrator's failure to confer with the Superintendent within 30 days after a request from the Superintendent to do so, (b) substantially change the working conditions of any one or more administrative positions, or (c) create any administrative position by reason of reorganization or otherwise. The Superintendent's action taken pursuant to this article may be implemented by the Superintendent and if as a result of implementation an Administrator's duties are significantly increased, the Superintendent shall upon written request of the affected Administrator given within 30 calendar days of the Administrator's commencing such increased duties, shall meet to discuss a salary increase for the Administrator. Upon agreement as to salary, the District shall pay the agreed upon salary effective as of the date the Administrator commenced the increased duties. If this Employment Contract is not renewed as a result of the elimination of an administrative position pursuant to this Article, the provisions of Article XVII Reduction in Force, shall apply. Compliance with the procedural provisions of this article (but not the substantive decisions made hereunder) shall be subject to Article II Grievance Procedure.

## **ARTICLE XIX - ELECTRONIC INFORMATION**

- A. The Berkshire Hills Regional School District has filed with the Department of Education (DOE) its mandatory five year Long-Term Technology Implementation Plan. The primary goal of the plan is to enhance educational excellence by the appropriate integration of technology into all aspects of teaching and learning, as well as administrative duties. This document was developed by a committee comprised of teachers, administrators and staff and adopted by the School Committee. The Berkshire Hills Educational Association – Unit C supports the goals of the Berkshire Hills Regional School District Long-Term Technology Plan. The expectations for employees within the Plan are listed on the Signature Form for Electronic Resources Policy (INJDC-E) Exhibit B. Employees at all levels will be part of the review process to select software which achieves these expectations. Considerations such as grade level, developmental appropriateness, efficiency of usage, meaningfulness of information to families and consistency PreK-12 will be among the selected criteria.
- B. All employees are required to abide by the Berkshire Hills Regional School District Policy entitled Electronic Information Resources for Staff (IJNDC). Prior to authorization of a password on the District network, they must signify their

understanding of and agreement to comply with the policy by signing the Employee Signature Form for Electronic Information Resources Policy (IJNDC-E). All employees will be required to sign the form along with their contract.

- C. Full copies of Policy IJNDC are located in each building's main office. The Terms and Conditions of this Policy (IJNDC-R) are Exhibit F. The only acceptable usage of District owned technology resources which is permissible under the policy is:

“Acceptable Use: The use of an assigned account must be in support of education, business and/or research and within the educational goals and objectives of the Berkshire Hills Regional School District. Each staff member is personally responsible for this provision at all times when using the electronic information services.”

- D. Any violation of the Electronic Information Resources Contract for Staff may result in the loss of the user's account and may result in further action as provided in this contract. Furthermore, the employees covered in this contract agree to report any misuses of the electronic information resources to the Technology Administrator or building administration. Further, upon demand by the Technology Administrator and/or building administrator the employee will give all of his/her passwords to the administrator.

### **ARTICLE XX- GENERAL**

- A. There will be no reprisals of any kind taken against the Administrator by reason of the Administrator's membership or non-membership in a professional organization.
- B. If any provision of this Employment Contract or any application of the Employment Contract shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions and applications will continue to full force and effect.
- C. Each party shall have a signed copy of this Employment Contract.
- D. The District will not assume financial obligations created by the Administrator if the Administrator fails to comply with the District's purchasing regulations or limitations defined by the budget.
- E. The Administrator shall not be required to transport students to or from educational activities, such as sports events, field trips, conferences, etc., unless the District shall provide appropriate liability insurance for this purpose.

- F. No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had reasonable opportunity to review the material. The Administrator will have the right to submit a written answer to such material and the Administrator's answer shall be reviewed by the Superintendent and attached to the file copy.
- G. The Administrator will have the right to review the contents of the Administrator personnel file.
- H. Any creditable complaint regarding an Administrator made to the Superintendent by a parent, student, teacher or other person which warrant investigation and which may be used in an evaluation will be promptly investigated reduced to writing, and called to the attention of the Administrator. The Administrator will be given an opportunity to respond to and rebut such complaint.

**ARTICLE XXI – LONGEVITY**

Administrators who have completed service as an Administrator in the Berkshire Hills Regional School District as indicated below will be entitled to the following annual longevity payment (**paid bi-weekly per payroll schedule**):

<b><u>Completed Years as an Administrator</u></b>	<b><u>Longevity</u></b>
1 Year	\$ 500
2 Years	\$1,000
3 Years	\$1,500
4 Years	\$2,000
5-14 Years	\$2,500
15-25 Years	\$3,750
25+ Years	\$5,000



**ARTICLE XXII- DURATION**

This Agreement shall be effective as of **July 1, 2021** and remain in full force and effect through **June 30, 2022**.

IN WITNESS WHEREOF, we have affixed our hands as of this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
**Administrator**

\_\_\_\_\_  
**Superintendent of Schools  
Berkshire Hills Regional School District**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SALARY SCHEDULE:**

The Administrator shall receive the following salary:

{INSERT SALARY}

**JOB DESCRIPTION**

*{INSERT APPROPRIATE JOB DESCRIPTION}*