

**JULY 1, 2021 – JUNE 30, 2024 CONTRACT**  
**BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT**  
**&**  
**BERKSHIRE HILLS EDUCATION ASSOCIATION – UNIT A**

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AGREEMENT made as of July 1, **2021**, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT (hereinafter referred to as "District") and the BERKSHIRE HILLS EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

### **PREAMBLE**

This agreement is built on a relationship of mutual cooperation between the Berkshire Hills Education Association and the Berkshire Hills Regional School District School Committee. While it codifies terms of employment and working conditions, its foundation is a shared commitment to the mission of the Berkshire Hills Regional School District: to enable learners to understand important ideas and processes in and across disciplines; to transfer their learning across disciplines in meaningful and effective ways; and, to demonstrate effective habits of mind. In this way the Berkshire Hills Regional School District will provide all students the highest quality education and challenge them to explore and maximize their potential, ensuring the acquisition of skills and knowledge necessary to lead fulfilling lives.

Both parties are committed to working together in a respectful, collaborative process to ensure that in every classroom and every school, the content, pedagogy, assessments, instruction, emotional and physical environments and resources are dedicated to the realization of our common mission.

As articulated in the District's long term plan both parties are also committed to underlying principles of teaching and learning based in best practice and common sense. These principles provide standards within which professional prerogative, academic freedom, and employee creativity can flow.

### **ARTICLE I – RECOGNITION**

The Committee does hereby, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognize the Association for the purpose of collective bargaining as the exclusive representative of all certified employees hereinafter referred to as "employees" who are employed by the District as classroom teachers, guidance counselors, school adjustment counselors, certified librarians, school psychologists, registered nurses, long-term substitutes, Occupational Therapist, Board Certified Behavior Analyst (BCBA) and Special Education Evaluation Team Leaders (ETL) Positions which do not have Massachusetts Department of Elementary and Secondary Education (DESE) Licensure are not eligible for professional status. The Certified Occupational Therapy Assistant position will be covered by separate terms and conditions of employment defined in Addendum I of this contract.

It is agreed that substitutes (except long-term substitutes) and night and summer school adult education teachers are not members of the bargaining unit and do not come within the purview of this contract and are not entitled to the benefits of this contract. Further, the District has sole and exclusive right to establish and from time to time increase or decrease the per diem short-term substitute rate of pay.

## **ARTICLE II - DISTRICT PREROGATIVES**

1. The Association agrees that the School Committee has complete authority over the policies and administration of the Berkshire Hills Regional School District, which it exercises under the provisions of law. It further agrees that said District will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said District in all aspects except same shall not be exercised in violation of any of the express terms and provisions of this agreement. The action of the District with respect to such retained rights, responsibilities, and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.
2. The parties acknowledge that during the negotiations, which resulted in this agreement, each had the 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 in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this agreement.
3. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
4. The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.
5. If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

6. If either of the parties hereto shall, during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussions thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

### **ARTICLE III – SALARIES**

1. Salaries during that period beginning July 1, 2021 and ending June 30, 2024 shall be paid to a person within the unit defined in Article I in accordance with and at that rate set forth in Exhibits A, B, C, and D for the work year indicated.
2. Employees covered by the contract who are employed by the District during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he/she is first employed at the commencement of his/her employment, and such employee shall be placed upon that vertical level and horizontal level commensurate with the employee's degree, experience, and graduate credits.
3. Employees, except long-term substitutes, shall be paid bi-weekly with the following pay options a - c (all these options must be submitted in writing to the Superintendent's office by September 1 of the school year).
  - a. Employees may elect to have their salaries paid in equal bi-weekly installments spread over twelve months.
  - b. Employees may elect to have their salaries paid in bi-weekly installments spread over the ten school months with their July and August payments paid in a lump sum by June 30.
  - c. Employees may elect to have their entire salary paid in equal bi-weekly payments spread over the ten months of the school year.
  - d. Long-term substitutes shall be paid bi-weekly based upon the number of days worked in each bi-weekly pay period.
4. In considering initial salary placement for newly hired Chapter 74 Vocational teachers, the District will grant relevant trades or industry experience as follows:

- a. Up to four (4) years of experience = 0 steps
- b. Four (4) years or more experience = one year placement for each year of experience, with a cap of Step 6

In evaluating the academic credentials of a newly hired Chapter 74 Vocational Teacher for initial salary placement, the District will base its decision on receipt of official transcripts. If a teacher has no degree, he/she will be placed on the Bachelor's scale. If the teacher has a degree, but is not certified, he/she will be placed on the Bachelor's scale. When he/she becomes certified, and has a Bachelors' degree, he/she will be moved to the Master's scale

5. Whenever the employee's per diem rate is pertinent, it shall be determined by dividing the salary provided by the number of days in the employee's work year.
6. If a teacher is ill or otherwise unavailable, the District shall diligently seek to provide a short-term substitute teacher. If such short-term substitute is not available, an employee from within the system may be required to so substitute, notwithstanding other provisions of this agreement provided, however, that such substitutions shall be distributed upon an equitable basis.

If a teacher shall provide short-term substitute coverage, District agrees that it shall pay to said teacher one fifth (1/5) the prevailing per diem short-term substitute rate of pay per class for such coverage.

7. The horizontal level of each employee will be determined by his/her academic credits as set forth on Exhibit A subject to approval by the Superintendent of Schools. Academic credits between recognized degrees shall be recognized for purposes of incremental increase only if, the courses for such credits have received the Superintendent's prior approval. The Superintendent, in considering whether to grant approval, shall be guided by the following:
  - a. Generally, only graduate level courses will be approved except that undergraduate courses may be approved if related to an employee's assignment and not repetitive of prior academic work.
  - b. Generally, only courses that are rigorous and sponsored by an accredited institution of higher learning will be approved.
  - c. Courses are to be, in the opinion of the Superintendent, either directly related to the area of the employee's assignment or are otherwise in the best interests of the District.

- d. Courses which are District sponsored and which the employee elects to take for credit will be considered pre-approved. The employee is responsible for paying whatever cost the institution sponsoring the course sets as required in order to obtain graduate credit.
- e. When an employee qualifies for a horizontal movement on or before October 1st of a given school year, the effective date of the movement shall be the beginning of that school year. When an employee qualifies for a horizontal movement after October 1st but before the next succeeding March 1, the effective date of the movement shall be the 91st day of that school year. An employee is qualified for a horizontal movement when all documentation, including the approval of the Superintendent and official transcript of the credits involved, have been received by the personnel office.
- f. Related service providers who complete an advanced master's degree as a requirement of state certification will have their graduate credits counted to recognize that credit accumulation (i.e. a sixty (60) credit master's degree will be counted as a master's plus thirty (30) credits for the purposes of placement on the salary schedule). This resolution is specifically limited to positions which require advanced coursework for certification. This includes the following positions: School Adjustment Counselors, School Psychologists and Occupational Therapists. It specifically excludes the following degrees MFA, JD and others that are not a requirement of state certification. The placement on the salary schedule is only applicable to faculty members serving in the position of School Adjustment Counselors, School Psychologists and Occupational Therapists and remaining in those positions.
- g. Berkshire Hills Regional School District will provide interest free loans for educational costs for teachers who enroll in a master's degree program directly related to employee's assignment or otherwise in the best interests of the District. All programs must be pre-approved by the Superintendent. Documentation of acceptance into the program must be provided. Upon completion of the graduate program, teachers will advance to the next column as per the provision of Article III, Section 7.e. Until said loan is repaid in full to the District, the District shall withhold the difference between the salary of the step and column on which the teacher is now placed and that of the teacher had he or she not moved over a column. The teacher can repay any or all of the loan at any time. Employees enrolling in an approved master's degree program under this article shall enter into a written agreement prior to any funds being expended with Berkshire Hills Regional School District guaranteeing a repayment of said funds.



h. Berkshire Hills Regional School District will grant professional development points to be used for horizontal movement on the salary schedule. Employees may be awarded no more than ninety (90) professional development points (equivalent to ninety (90) hours or nine (9) state defined continuing education credits or six (6) graduate credits ) within the bachelor's columns and no more than one hundred thirty-five (135) professional development points (equivalent to one hundred thirty-five (135) hours or thirteen and one-half (13 ½) state defined continuing education credits or nine (9) graduate credits) in a master's column. Accumulated PDP's earned in the Bachelor's column cannot be transferred to the master's column. Professional development points may be approved in advance at the discretion of the Superintendent. (forty-five (45) professional development points equals = (forty-five (45) clock hours = three (3) college credits.)

8. Employees will annually be moved one (1) vertical step on the salary scale provided the employee shall have completed the previous year satisfactorily.

9. The Berkshire Hills Regional School District may hire individuals to fill stipended positions per Exhibit B. These will be filled by the appropriate Building Principal, with Superintendent approval. Positions shall be posted and advertised according to District policy and applications will be accepted from both within and outside the District. If in the judgment of the Building Principal and Superintendent, all other qualifications and performance are comparable, hiring preference will be given to a member of the District. However, these hiring decisions are not subject to Article V of this agreement.

a. Satisfactory performance of duties referred to in Exhibit B may entail work beyond the work day defined in Article VIII. Evaluation of performance will be conducted at least once during a working year by the Building Principal in conjunction with each position's Immediate Supervisor.

b. These positions must be applied for and appointed every school year.

c. The payment provide for in Exhibit B shall be in addition to any other salary to which the employee would be otherwise entitled as an employee of the District.

d. The positions referred to in Exhibit B may change from year to year, in number and scope, based on the needs of the District.

- e. Nothing herein set forth shall be construed as requiring the District to establish or maintain any one or more of these positions.
10. The District employs part-time employees and during the terms of this agreement, may continue to do so at its discretion and without preference to existing part-time employees. However, the Berkshire Hills Regional School District shall not eliminate a full-time position and replace it with two part-time positions which, taken together, equate to the same duties and assignments as the original full-time position.
11. For curriculum and instruction developed beyond the school year as requested by the administrators, the following rates shall be paid:
- a. If the employee is teaching a professional development course, he/she will be compensated at fifty dollars (\$50.00) per hour on instruction plus one (1) hours of preparation for every six (6) hours of instruction.
  - b. If an employee is a student in the course, he/she will be compensated thirty dollars (\$30.00) per class hour.
  - c. If the employee is writing and developing curriculum for the District he/she will be compensated forty \$40.00 per hour.
  - d. When the District requires employees to take a course and provides release time during the academic year to do so, and the District also provides the same course during weekends or vacation times, an employee who elects to take the course during weekends or vacation time will not receive the compensation given in item b.

**ARTICLE IV – LONGEVITY**

1. Professional staff members who have completed the service in the Berkshire Hills Regional School District as indicated below will be entitled to the following annual longevity payment:

**Completed Years of Service**

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
15 – 19 Years	\$300	\$315	\$340
20 – 24 Years	\$625	\$675	\$750
25 + Years	\$1,225	\$1,300	\$1,400

2. The completed years of service must be full school years as Unit A member in Berkshire Hills Regional School District and do not have to be consecutive.

3. Employees who received payment under the prior longevity process and who would like to engage in the new process shall return all funds received to the District. Once that is complete, they will be eligible for the payment under Article IV, Section I.
4. Employees who are new to the District and hired within the first twenty (20) school days shall have their first year counted as a full school year of service.

### **ARTICLE V - GRIEVANCE PROCEDURE**

1. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
2. For the purposes of this article, communication by e-mail is encouraged.
3. Parties are encouraged to seek resolutions to disputes or conflicts through collegial, respectful and prompt face-to-face conversations directly with the person involved and/or their Immediate Supervisor.
4. Prior to an employee or the Association (hereinafter referred to as the "grievant") filing a formal grievance, the grievant shall submit the details and circumstances of the potential grievance to the Berkshire Hills Association President within those twenty (20) working days immediately ensuing the day of the occurrence of those acts or omissions upon which the grievance is premised. The President will notify the Superintendent, who will arrange a Meet and Confer session unless deemed inappropriate by consensus of School Committee Chair and Berkshire Hills Education Association President or their designees within fifteen (15) working days, between the Berkshire Hills Education Association negotiations team and School Committee negotiations team to discuss the matter in the hope of finding a resolution.
5. **Level One.** If a potential grievance is not resolved to the satisfaction of the grievant within six (6) working days following the Meet and Confer session, the grievant may elect to formally file a grievance. The grievant shall present the grievance in writing to his/her Building Principal. The written letter shall cite the alleged grievance and the exact article and section upon which said grievance is premised. (If the involved grievant is not directly responsible to an individual Building Principal, the presentation shall be made to the grievant's Immediate Supervisor.) The Building Principal or Immediate Supervisor shall return a written reply to the grievant within six (6) work days.
6. **Level Two.** If the grievance is not resolved to the satisfaction of the grievant within six (6) work days after the date of the Building Principal's or Immediate Supervisor's reply at Level One, the grievant may appeal this work related problem to the Superintendent.

The grievant shall do this by sending a written request to the Superintendent for a meeting. The Superintendent shall hold such meeting within six (6) work days after the date of the grievant's written request. The Superintendent or his/her designee, may call any pertinent parties to the meeting for information. The Superintendent or his/her designee, shall return a written reply to the grievant within six (6) work days after the date of the meeting.

7. **Level Three.** If the grievance is not settled to the satisfaction of the grievant within those six (6) work days after the date of the Superintendent's replay at Level Two, the grievant may appeal the grievance to the School Committee. This shall be done by sending a written request to the School Committee via the Superintendent, for a meeting. The School Committee shall hold such meeting at a special meeting called for that purpose or at its next regularly scheduled School Committee meeting. Whether such meeting is held in open or executive session shall be covered by the provisions put forth by Chapter 39, Section 23 A, B and C of the Massachusetts General Laws, as amended by Chapter 303 of the Acts of 1975 (Open Meeting Law). The School Committee shall return a written replay to the grievant within six (6) work days after the date of the meeting.
8. The time limitations mentioned in this Article may be waived in writing by mutual agreement of the employee or the Association and the District.
9. An employee may pursue a grievance through the level prior to arbitration and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this contract.
10. If a grievance is resolved at any of the above levels, the Association filing the grievance will communicate in writing that the grievance has been resolved and therefore, dropped. A summary of the agreed upon resolution shall also be put in writing. The correspondence will be addressed to the last person to hear the grievance.
11. **Level Four.** If the alleged grievance is not resolved to the satisfaction of the employee and the Association within twenty (20) calendar days immediately ensuing the response at Level Three, the Association may submit a grievance in writing to arbitration, provided that the Association shall contemporaneously with the submission to arbitration, advise the District in writing, that the Association is of the opinion that the grievance is meritorious

**The following general provisions shall pertain to arbitration:**

- a. Within ten (10) work days after written notice has been given by the

Association to the District that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Association and the School Committee will agree upon a mutually acceptable arbitrator and will obtain such commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the designation of an arbitrator by the American Arbitration Association or by mutual agreement, the parties may request an arbitrator through the Massachusetts Division of Labor Relations. The parties will be bound by the rules of procedure of the American Arbitration Association or Massachusetts Division of Labor Relations, in the designation of an arbitrator and the proceedings before him/her as otherwise herein provided.

- b. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.
- c. The arbitrator will confer with the representatives of the School Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in Article II of this agreement, or which requires the commission of an act prohibited by law.
- d. The arbitration hearing will be held within the District unless both parties agree to another designated place.
- e. The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said employee or Association may have with respect to the matter submitted to said arbitration.

- 12. The District acknowledges the right of the Association to participate in the processing of a grievance at any level. Provided the parties agree, Level One and/or Level Two of the grievance procedure may be passed and the grievance brought directly to the next step. No reprisals of any kind will be taken by the District or its agents or members of the School Committee because of the participation in this grievance procedure or by any bargaining member against the District or its agents or members of the School Committee. All documents, communications and records dealing with the

processing of the grievance shall be filed separately from the personnel files of the participants.

13. The District and the Association will cooperate with each other in the investigation of any grievance and, further, will furnish to each other such information, if available, as required for the processing of any grievance. Grievance meetings and the investigation of the same will normally take place outside of school hours. Arbitration meetings will be held outside of school hours.

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

1. Whenever the Superintendent decides to transfer or reassign an employee, he/she shall, at least twenty-one (21) days prior to the effective date of such transfer or reassignment, give the employee written notice of the transfer or reassignment and the reasons therefore. No transfer or reassignment can take place in less than twenty-one (21) days before the opening of school unless by mutual agreement of the Superintendent and the employee. The employee may, within five (5) work days immediately ensuing the receipt of said notice, request in writing a conference to discuss such transfer or reassignment with the Superintendent. The Superintendent shall, upon receipt of such written request from the employee and within three work days of that request, confer with the employee. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V.
2. Whenever an employee wishes a transfer or reassignment, he or she shall make application therefore. Said application shall be in writing, addressed and delivered to the Superintendent, and shall state the reasons for the transfer or reassignment. If the grant of the requested transfer or reassignment shall not either directly or indirectly cause the transfer or reassignment of an employee other than the applicant, the Superintendent shall, within the ten (10) work days immediately following the date of the receipt of the application, advise the employee of his/her decision. If the grant of the applied for transfer or reassignment shall either directly or indirectly cause the transfer or reassignment of an employee other than the applicant, the Superintendent shall advise the applicant employee of his/her decision within ten (10) work days after having complied with the provisions of the first paragraph of this Article. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V.
3. Whenever there is a Unit A opening, the Superintendent shall, as soon as practical, post a notice of vacancy upon the appropriate bulletin board in each building and email staff with the posting. Such notice shall set forth the minimum qualifications for the position

and its duties with the date that the Superintendent expects the vacancy to be filled. Applications for such positions shall be accepted from professional personnel within the District for five (5) business following the posting. The Superintendent shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant within the District. If the qualifications for the position are not met by employees within the District; then after the five (5) days; the position could be posted outside of the District.

4. The Superintendent shall, in selecting an applicant for a Unit A position, consider the professional background, attainments and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgement of the Superintendent the professional background, attainments, and the experience of the applicants deemed by it to be most qualified are, in its opinion, substantially equal, it will give preference to an applicant then currently employed by the District unless, in the opinion of the Superintendent the grant of preference shall not be in the best interest of the District. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V. However, the Superintendent, in the event that preference for the employment of an applicant from outside the District, shall notify within ten (10) work days prior to awarding such position to the applicant outside of the District, in writing, each applicant from within the District of the expression of such preference. Within the three (3) work days immediately following the date of such written notice, an applicant from within the District may request, in writing, to meet personally to confer with the Superintendent. Such request shall be granted before an applicant from outside of the District is employed.

#### **ARTICLE VII - WORKING HOURS, YEAR AND LOAD**

1. The District will annually establish starting and dismissal times in accordance with the statutory requirements. The starting time of the established work day will not be earlier than 7:30 a.m. Elementary students must be scheduled for and receive a minimum of 900 instructional hours per school year. Middle school and secondary school students must be scheduled for and receive 990 instructional hours per school year.
2. The work day of the Unit A employee shall begin 12 minutes before the established starting time and will end 15 minutes after the established dismissal time for students. The Unit A workday may vary among grade levels and buildings; however, the workday will not exceed seven hours, twelve minutes, or the equivalent of thirty-six (36) hours a week if mutually agreed upon by the District and employee.
3. If it is determined that through flexible scheduling of the day the needs of students could be better met, the work day of the employee may be adjusted as follows:

- a. Staff hired prior to April 1, 2005 shall only be assigned a contiguous work day outside established work day hours by mutual and voluntary agreement between the staff member and administration.
  - b. Employees hired after April 1, 2005 may be assigned a contiguous work day outside the established work day hours which is seven hours, twelve minutes in length. Employees hired after April 1, 2005 may be assigned a non-contiguous work day only if it is mutually agreed upon by the District and employee. In accordance with Section 10 of this Article, staff will be notified by June 1 of the grade, subject and hours they will teach during the following year.
4. The "work year" of the employee (other than new personnel who will be required to attend an additional induction session) will begin no earlier than August 25 and terminate no later than June 30. However, the Superintendent may request to the Association by April 15 that the school year begin prior to August 25. The Association must notify the Superintendent of its decision by May 15. The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which employee attendance, in the opinion of the Superintendent, is desirable, provided, however, that the work year shall not exceed one hundred eight four (184) days and provided, further, that said work year shall not include Saturday or Sunday or those holidays celebrated by the Commonwealth of Massachusetts.

The District and Association will work collaboratively to plan the additional work days.

5. a. The District recognizes that planning and collaboration time support effective instruction and learning. In all schools, certified employees shall have at least one daily self-directed period, or the equivalent in drop schedules. In addition, the District will endeavor to refine schedules so that certified employees have regularly schedule time, preferably two or more times a week, to work in teams (grade level, department or Professional Learning Communities). The District and Association will meet at each building level to plan and evaluate the successes and challenges of building shared time into the schedule and its implementation.

The District and Association will work collaboratively on substantial changes to schedules.

- b. At the high school, teachers will be assigned for a maximum of six (6) class periods, ideally five (5) instructional periods and one (1) duty period. A duty is defined as a study hall or a similar student supervision, or monitoring students when they are not in the classroom. In addition each teacher may be assigned to cover a Community



Group. Inasmuch as the decision of the Principals regarding said assignments is a matter of educational policy, said assignments shall be subject to provisions of Article V through Level III, but shall not be subject to arbitration.

A high school teacher may be asked to teach six (6) or more periods in a day by mutual agreement between said teacher and administration. Said teachers will be compensated at a per diem amount based on \$2,000/year for the sixth class and will not be required to cover a duty during any semester when teaching (6) classes. If a teacher teaches six (6) classes in two (2) consecutive years, he/she will be compensated at a per diem amount based on \$5,000/year for the second year.

c. Any Unit A member who splits a school day between buildings as part of their regular job description, shall have his/her travel time between buildings built into his or her schedule.

6. The District recognizes the importance of maintaining class sizes conducive to learning. Therefore, with the exception of classes such as band, physical education, chorus and any other classes customarily larger in size, the District will strive to maintain average class sizes that do not exceed in a building as follows:

Grades	PreK – K	16 - 20
Grades	1 – 4	20
Grades	5 – 8	25
Grades	9 – 12	25

7. All employees shall have a duty-free lunch period of thirty (30) consecutive minutes. Duty-free is defined in accordance with definitions provided by the Department of Labor.

8. Certified employees shall be required to report after the end of the work day without additional compensation for the following purposes: (a) Staff meetings, sixty (60) minutes long, not to exceed twenty (20) per school year. Ten (10) of these meeting shall be co-planned with employees at the building level to be used for teacher/department collaboration, long-range goals planning, and curriculum development; (b) Open house and parent conferences, length can be variable, not to exceed two (2) per school year. The format of the parent conferences will be developed jointly by administrators and employees at each building level.

9. Employees shall be required to provide direct support to students in their grade level or area of expertise for a minimum of forty-five (45) minutes per week on a regularly scheduled basis. Employees will publicly post the time they are available to ensure students have the greatest access to support and assistance. These times may be

before, after, or during the school day outside of class time, to best meet scheduling needs of students/parents, and with prior approval of the Building Principal.

10. In lieu of obtaining non-professional or para-professional personnel to perform additional non-teaching duties, teachers may volunteer time above their contractual obligation to perform such non-teaching duties. Employees who so volunteer shall be compensated as provided in Exhibit B.
11. Employees shall be notified by the administration, in writing, of their tentative program for the next ensuing year, which shall include the schools, grades, subjects and hours that they will teach, by that June 1 which immediately precedes the commencement of the next ensuing year.
12. The Superintendent shall assign employees within their areas of certification and competence. It is the responsibility of every educator to be fully licensed at all times and to meet all licensure requirements in effect at the time of employment. The District will employ only fully licensed teachers, or those on approved Department of Education waivers. The District will strive to hire only the most highly qualified and motivated teachers. All employees will provide the Superintendent's office with a copy of their current licensure so that one will always be on file.
13. The District shall reimburse employees for use of their motor vehicles and other education related expenses as per School Committee Policy. Reimbursement will be made upon submission, accompanied by a District mileage reimbursement voucher and receipts, and authorized by the Building Principal or administrator for reimbursement within thirty (30) days of said use with final submission on June 30, of the school year in which such use occurred.
14. Certain certified employees are required to complete work that extends beyond the school year. Those employees shall have a work year that exceeds one hundred eighty-four (184) days and their compensation shall be adjusted accordingly. The listed employees shall have an FTE work year as indicated:
  - a. Guidance Counselors work year 196 days
  - b. School Psychologists work year 219 days

The extended work year shall not include Saturdays, Sundays, nor any holiday recognized by the Federal Government or Commonwealth of Massachusetts; e.g. the Fourth of July.

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**ARTICLE VIII- REDUCTION IN FORCE**

1. If the Superintendent, in the exercise of his/her discretion, determines that it shall reduce the professional staff of the District, Superintendent shall, subject to the provisions of the General Laws of this Commonwealth, implement such reduction by terminating or not renewing the employment of the teachers with non-professional status as opposed to the qualified teachers with professional status.

Should further reductions be necessary, severance pay will be offered to the employee(s) directly affected by this reduction in force and selected by the Superintendent. The Superintendent shall offer and subsequently provide, in writing, severance pay equal to twelve and one half percent (12.5%) of the employee's current salary provided:

- a) the employee has been in the employment of the Berkshire Hills Regional School District within Unit A for ten (10) years.
- b) the employee agrees that acceptance of severance pay terminates all recall rights within the Berkshire Hills Regional School District. Such notification shall be received in the Superintendent's Office within ten (10) workdays after receiving a letter from the District.

The Superintendent, subject to the provisions of the General Laws of the Commonwealth, shall implement such reduction by retaining within the employ of the District, those employees who the District and/or its representative deems will best serve the interests of the District. In considering the employee who will best serve the interests of the District, the District and/or its representative must consider the classroom performance of the employee, areas of certification, and that work done outside the classroom by the teacher, on behalf of the District. Primary consideration will be given to the performance of the employee. Should all things be equal, length of service within the District shall be used to determine the best candidate for the position.

2. Employees removed for cause shall not be eligible for either severance pay or longevity pay.

**ARTICLE IX - RECALL RIGHTS AND PROCEDURE**

1. If the Superintendent should decide to terminate the employment of an employee serving at the discretion of the Superintendent (a professional status teacher) because of a decline in pupil enrollment, budgetary constraints or programmatic changes, the Superintendent shall deliver to the employee a written notice of termination which will affirmatively set forth: (1) the date of termination and (2) a statement that such

termination is because of a decline in pupil enrollment, budgetary constraints or programmatic changes, and (3) the areas within which the said employee is then certified to teach according to the records of the District.

2. If within the one-year period immediately ensuing the termination of the employment of a professional status employee because of a decline in pupil enrollment, budgetary constraints or programmatic changes, a teaching vacancy shall occur within the District, the Superintendent shall (1) so notify, in writing, those professional status employees whose employment has been terminated (because of a decline in pupil enrollment, budgetary constraints or programmatic changes) within that one-year period immediately preceding the date that the vacancy is to be filled and who are certified to fill the vacancy, and (2) appoint to such vacancy an employee who has been so notified and who has within the fourteen (14) work days immediately ensuing the date of the aforesaid notice delivered or caused to be delivered to the Superintendent a written request for appointment to such vacancy. If two (2) or more employees shall have requested appointment to such vacancy in a timely manner, the Superintendent shall appoint the employee who is deemed to best serve the interests of the District. In considering the employee who will best serve the interests of the District, the Superintendent will consider the classroom performance of the employee, areas of certification, length of service as a full-time teacher in and out of the District and that work done outside the classroom by the employee. Primary consideration, however, will be the performance of the employee. The decision of the Superintendent as to the recipient of such appointment shall be final and binding and shall not be subject to either grievance or arbitration.
3. In the event that an employee whose employment has been terminated as provided in this article acquires further certification within the one-year period immediately ensuing the date of termination, the employee shall so notify the Superintendent. Such notice shall be in writing and shall set forth the fact of such additional certification and the details thereof. Absent such notification, it shall be conclusively presumed that an employee holds only such certification as is set forth in the written notice of termination referred to in paragraph 1 of this article.
4. The notice referred to in paragraph 2 of this article to be given by the Superintendent to the employee shall be delivered by certified mail receipt mail to the last known address of the employee as such address appears upon the records of the District. It is the burden of the employee to advise the Superintendent of any change of address occurring subsequent to the termination of employment.

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## **ARTICLE X – DISCIPLINE, DISCHARGE AND SUSPENSION**

1. The Berkshire Hills Education Association and each employee recognize the authority and responsibility of the District to reprimand and discipline an employee for just cause. No employee in the bargaining unit shall be discharged, disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. If an employee is to be reprimanded or disciplined by a Building Principal or a member of the administration above the level of Building Principal, the employee shall have the right to have a member of the Berkshire Hills Education Association present. Any reprimand by a Building Principal or any member of the administration above the level of Building Principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article V unless the employee or Association proceeds to challenge the reprimand or discipline in a proceeding provided by statute including but not limited to Massachusetts General Laws, Chapter 71, Section 42, in which event neither the employee nor the Association shall use grievance or arbitration provided for in Article V of this agreement. If an employee or Association files a grievance under Article V which in any way involves a reprimand or discipline and proceeds to arbitration, both the employee and Association shall be deemed to have waived all rights to challenge the reprimand or discipline directly or indirectly in any court of law, in any administrative proceeding and before an arbitrator appointed under Massachusetts General Laws, Chapter 71, §42.
2. The non-renewal of an employee who has not attained professional status shall not be considered as either discipline or reprimand.
3. The layoff or dismissal of an employee without professional status pursuant to M.G.L. Chapter 71, §42, who has not been teaching in the District more than ninety (90) school days, shall not be considered as either discipline or reprimand.
4. Oral statements concerning conduct, acts or omissions of a teacher shall not be considered a reprimand or discipline unless reduced to writing and placed in an employee's personnel file.

## **ARTICLE XI - EMPLOYEE FACILITIES**

Each school shall have the following facilities insofar as the same are deemed by the District to be physically, economically, and educationally feasible:

1. An employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
2. A room to be reserved for the exclusive use of employees during lunch time;
3. An individual mailbox for each employee.

## **ARTICLE XII - SICK LEAVE**

1. A full-time, full year employee shall be credited with five (5) days of sick leave on the first day of each work year that employee reports for duty. Part-time, full year employees shall be granted sick days proportionate to their part-time equivalence. (i.e., a .6 FTE will be granted five (5) .6 sick days rather than five (5) full day sick days). Employees who are on approved leaves of absence will receive, upon their return to work, a pro-rated number of sick days proportionate to the amount of time to be worked that school year.
2. Each employee shall be credited during the work year with one (1) day of sick leave for each month worked by the employee.
3. Unused sick leave shall be accumulated to a maximum of one hundred eighty (180) days.
4. An employee who, because of illness, is absent from work on any given day for less than one-half of the regular workday shall be deemed not to have been absent on said day.
5. In the event of the absence of an employee because of personal illness for more than five (5) consecutive days in any work year, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician substantiating such illness. In the event of the absence of an employee because of illness for more than ten (10) cumulative days within any twenty (20) consecutive work days, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician indicating that said employee is then fit to resume his or her duties. Such certificate shall be at the expense of the District.

6. Employees who have accumulated one hundred eighty (180) sick days and who have achieved perfect attendance (no sick days) during an academic year will be compensated at their own per-diem rate of one (1) day's pay at the conclusion of that work year.
7. An employee may use sick leave for rendering necessary care to an ill member of the employee's immediate family (employee's spouse, child, parent). In the event of the absence of an employee because of illness within the immediate family for more than five (5) consecutive days in any work year, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician substantiating such illness.
8. An employee may request additional sick days, up to two (2), be advanced to him/her in extenuating circumstances. The decision to grant advance sick days shall be at the discretion of the Superintendent and shall not be grievable.
9. **District 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 one hundred eighty (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. Available Family Medical Leave Act (FMLA) leave shall be used concurrently with use of the Sick Leave Reserve days. (refer to Article XIV.9 – Family Medical Leave Act)
- g. 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.
- h. 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.
- i. 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.
- j. The decision of the SLRC shall not be grievable under Article V.

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

1. **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:



- a. For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent and then only for a period of not in excess of one (1) day;
- b. 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.

2. **Three Hour Clause:**

Upon request the Superintendent shall grant five (5) temporary leaves of absence without loss of pay not to exceed three (3) hours in a given day per employee, per school year, for those matters that cannot be taken care of after work hours which are for legal, business, household or family matters.

- a) An employee may not take a leave on in-service days and on the last workday preceding a holiday or vacation or on the first work day following a holiday or vacation except when granted by the Superintendent for hardship reasons.

3. **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 three (3) days and further provided:

- a. Employee may not take leave on in-service days and on the last workday preceding a holiday or vacation or on the first workday following a holiday or vacation except when granted by the Superintendent for hardship reasons.
- b. 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).
- c. Notwithstanding the foregoing, Superintendent/designee may deny employee's request for leave if more than six (6) teachers at Monument Mountain High School or three (3) teachers at any other of the District's schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.

- d. 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. At the end of each fiscal year, June 30, employees that have remaining personal days will have them converted into sick time. This excludes the Superintendent's discretionary day.

4. **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:

- a. 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.
- b. 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.
- c. For such bereavements as the Superintendent shall deem appropriate.

5. **Religious Observance**

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

6. **Other**

- a. All numbers given are for full-time full-year employees (1.0 FTE). All employees who are full-year part-time employees, employed less than 1.0 FTE, will be eligible for the same number of days per leave, but at their part-time equivalent. For example, a .5 FTE employee will be eligible for three (3) half day (.5) personal days.
- b. All employees who are employed only part of the year, such as those on approved leaves of absence, shall have all leaves pro-rated. For example, an employee who is on a half year leave of absence will be eligible for

1.5 personal days and may request an additional one half (1/2) day discretionary personal day. The only exception to the pro-rated standard for employees fitting this definition will be bereavement leave.

7. **Other Leave:**

The Superintendent 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 the District may determine. The grant, denial, or imposition of terms and conditions by the Superintendent with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

- a. 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.
- b. 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 Superintendent 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 Superintendent 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 Superintendent 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.
- c. 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).
- d. For such other reasons as the Superintendent shall deem appropriate.

- e. For attendance at legal proceedings, including administrative hearings, provided such attendance is at the request of District.

8. **Jury Duty:**

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

- a. 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 (10) days after its receipt and the employee shall also complete a leave of absence form forwarded to the Superintendent.
- b. 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.
- c. The employee shall notify his/her Building Principal 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.
- d. If an employee is released early from jury duty, he or she shall notify his or her Building Principal as soon as possible and, if so directed, shall promptly report to work for the balance of the workday.
- e. 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.

9. In addition, any employee who has completed the initial probationary period shall be granted up to eight (8) weeks of maternity/paternity 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.

10. **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 while school is in session 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 earned sick leave 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 decline 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.

11. **Domestic Violence Leave**

Up to fifteen (15) days of Domestic Violence Leave will be granted, in accordance with M.G.L. c. 149, s. 52E, to an employee if the employee or an employee's family member is the victim of domestic violence. An employee may use up to fifteen (15) days of sick leave during this period, unless the employee does not have sick time available. In that case, the leave will be unpaid.

For the purposes of this leave a "family member" is defined as: (i) persons who are married to one another; (ii) persons in a substantive dating or engagement relationship and who reside together; (iii) persons having a child in common regardless of whether they have ever married or resided together; (iv) a parent, step-parent, child, step-child, sibling, grandparent or grandchild; or (v) persons in a guardianship relationship.

Except in cases of imminent danger, the employee shall provide at least twenty-four (24) hours advance notice of leave.

#### **ARTICLE XIV - PROFESSIONAL DEVELOPMENT PROGRAMS**

Realizing the importance of a sustained professional development program that supports continuous professional growth and student learning, the Berkshire Hills Education Association will work with the Berkshire Hills Regional School District's Director of Learning and Teaching to create and appoint members to a standing District wide Professional Development Committee. The Committee will serve under the leadership of the Director of Learning and Teaching and make recommendations directly to the Superintendent through the Director of Learning and Teaching.

In recognizing that there are many methods by which a teacher may improve his or her professional background, the District will pay towards the reasonable expenses (including fees, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, school visits, or other professional improvements sessions at the request and/or with the advance approval of the appropriate Principal or Superintendent. Upon request of the teacher or administrator, and with the approval of the Superintendent, leaves shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature. All professional development requests need to have written pre-approval of the Principal or immediate supervisor. Such approval shall be distributed equitably.

Further, the Berkshire Hills Education Association agrees to provide financial assistance of \$1,000 annually to support professional development programming.

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

1. 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.

2. If the injury of an employee comes within the purview of both this Article and Article XIII, 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 XVI – PROTECTION**

1. Employees will immediately or as soon as practicable report, in writing, all cases of assault made or suffered by them in connection with their employment, to the Superintendent and the Building Principal. The Building Principal shall, if requested by the employee:
  - a. Request the Great Barrington Police Department to investigate the incident and;
  - b. Request the Great Barrington Police Department to assist the employee to obtain a show-cause hearing;
  - c. The District's legal council will assist the employee up until criminal complaint is filed.
2. If criminal complaint(s) are issued against an employee alleging that he/she committed an assault in connection with his/her employment, the District will reimburse the employee reasonable legal fees incurred by the employee in the defense of such complaint(s) if the employee is found not guilty of all assault complaint(s).
3. The District agrees to indemnify employees in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.
4. If a duly authorized administrator shall require an employee to transport one or more students to or from a school activity, the District shall indemnify and save harmless the said employee against any and all liability, loss, damages, costs or expense, which employee may thereafter incur, suffer or be required to pay by reason of any injury or

damage caused by, and arising out of such transportation to the extent permitted by the laws of the Commonwealth of Massachusetts. The employee shall immediately or as soon as practical report all incidents for which indemnification of an employee may be available and comply with any reasonable request from the District for information in the employee's possession relating to the incident and the persons involved. The employee will also comply with the provisions of M.G.L. C. 258.

5. The District shall maintain non-owned motor vehicle liability insurance in an amount of not less than one million dollar (\$1,000,000) combined single limit.

## **ARTICLE XVII - EMPLOYMENT OF ADULT EDUCATION TEACHERS FOR NIGHT AND SUMMER SCHOOL EMPLOYEES**

All openings for positions in summer school and evening adult education programs shall be publicized by the Superintendent so that employees may apply for such positions. The District, in filling such positions, will endeavor to give preference to regularly employed employees but expressly reserves the right to make the ultimate decision with respect to such appointments, and it is agreed that its decision, with respect to the grant or denial thereof, shall not be subject to either grievance or arbitration.

Employees whose contracts have been issued in accordance with Article VIII, Section 3b so that their hours of work are outside the established work day hours are fully covered by all articles of their contract and not by this article.

## **ARTICLE XVIII – INSURANCE AND ANNUITY PLAN**

1. Prior to the start of the new school year, each employee shall receive, in addition to his/her contract, a statement of such employee's benefits as appropriate, including but not limited to health, life and disability insurance.
2. The District will pay the percentage hereinafter provided for the cost of one of the following types of insurance selected by an employee:
  - a. The cost of a Point of Service plan (POS) with such benefits and through such organizations as the District may from time to time elect.
  - b. The cost of a Preferred Provider Plan (PPO) with such benefits and through such organizations as the District may from time to time elect.
  - c. The cost of a Health Maintenance Organization plan (HMO) with such benefits and through such organizations as the District may from time to time elect.



- d. Rate Saver (HD) HMO and PPO plans (\$2,000/\$4,000 deductible), with such benefits and through such organizations as the District may from time to time elect.
- e. At the start of each of the first three (3) years that an employee participates in one of the High Deductible plans, the District will pay fifty percent (50%) of the total deductible of the plan selected by the teacher into the teacher's Health Savings Account (HSA).

**Contained in a separate MOA:** Article XIX, s.4 notwithstanding, the District shall not initiate, vote for, or propose any change to any of the other insurance plans (PPO, POS, HMO) offered for the life of the 2021-2024 contract.

- 4. The above premium percentages will be in effect for the three (3) years of the contract provided that the Berkshire Health Group (BHG) makes no changes in the individual plans offered. Should the BHG force a change in any particular plan type, the District and the Association agree to reopen negotiations solely for the purpose of discussing Article XIX, Section 3 regarding the premium co-payment rates. Such reopening will apply only to Article XIX, Section 3 and will not impact any other Articles or items in the successor contract.
- 6. Employees will be eligible to participate in a group life insurance plan. A \$10,000 life insurance policy is available, 89% of the premium cost which is borne by the District, unless modified in accordance with Massachusetts General Laws, Chapter 32B.
- 7. Employees who work more than thirty (30) hours per week, will be eligible to participate in the long-term disability plan offered by the District providing each participating employee authorizes payment of the full premium through payroll deduction.
- 8. Employees will be eligible to participate in a dental plan substantially equivalent to the plan offered by Blue Cross/Blue Shield through the Berkshire Health Group (BHG). Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the employee.
- 9. Both the Association and the District agree to establish an Insurance Advisory Committee (IAC) in compliance with Massachusetts General Law, composed of representation from both parties, and which may include representation from other employee groups.

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## **ARTICLE XIX - TEACHER EMERITUS**

Any teacher who has retired from the Berkshire Hills Regional School District may request to be designated as a Teacher Emeritus. Such application shall be forwarded to the appropriate Building Principals.

If the Principal determines that a need exists for a part-time teacher, the position may be filled by a Teacher Emeritus who is qualified and certified for the position. In all cases, the Building Principal would select the certified teacher who is best qualified for the position. The position of Teacher Emeritus would be limited to no more than .5 FTE per day.

The appointment of a Teacher Emeritus shall be at the discretion of the Superintendent upon recommendation of the Building Principal on an annual basis. Failure to appoint a retired teacher as a Teacher Emeritus shall not be a matter subject to the provisions of the grievance procedure.

These guidelines and qualifications for the position do not apply to a teacher who retires under the former retirement law if the condition of a critical need has been approved by the Massachusetts Department of Education.

Pay for an Elementary or Middle School Teacher Emeritus position shall be based upon a percentage of the teacher's per diem had the teacher continued in the full employ of the District. The per diem rate of pay for Teacher Emeritus will be prorated to an hourly rate of pay, and the Teacher Emeritus will actually be paid for the hours he or she works each day subject to the limits of Massachusetts Teachers' Retirement System (MTRS). In no case will the combination of retirement pay and teaching pay be more than the teacher would have earned had he or she continued to teach full-time. All leave days would be prorated based on the percentage being worked. No benefits would carry forward from year to year, and the Teacher Emeritus would have no continuing contract status.

Pay for a High School Teacher Emeritus shall be based upon a percentage of the teachers' per diem had the teacher continued in the full employ of the District. Each full year section being taught will be calculated as equivalent to 1/6 of the per diem rate, subject to the limits of Massachusetts Teachers' Retirement System (MTRS). In no case will the combination of retirement pay and teaching pay be more than the teacher would have earned had he or she continued to teach fulltime. All leave days would be prorated based on the percentage being worked. No benefits would carry forward from year to year, and the Teacher Emeritus would have no continuing contract status.

Should any of the schools change their schedules such as to make the above methods of calculation not applicable, a Meet and Confer will be held to rewrite this article.

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**ARTICLE XX – DEDUCTIONS**

1. The District agrees to deduct from the salaries of its employees membership dues for the Berkshire Hills Education Association, the Massachusetts Teachers Association, the National Education Association or any one of said associations as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Berkshire Hills Education Association for those employees who choose to join one or more of the said associations.
2. The District will allow employees to participate in a tax-sheltered annuity, otherwise known as a 403 (b) plan, and may deduct an annual fee, 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.
3. The District will provide a Flexible Spending Account (FSA) and/or Health Savings Account (HSA) to all staff and may deduct an annual fee, 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.
4. 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.

**ARTICLE XXI - ASSOCIATION PRIVILEGES**

**The District shall permit:**

1. The Association to use bulletin boards and emails provided by District for the purpose of displaying notices, circulars and other Association material.
2. The Association, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Association.
3. Berkshire Hills Regional School District shall grant the Berkshire Hills Education Association President and his/her designee up to two (2) days in any one-work year for the performance of association business. Berkshire Hills Educators' Association agrees to pay the cost of substitute coverage under this article.

4. Berkshire Hills Regional School District agrees to provide Berkshire Hills Educators' Association with regularly scheduled meeting time (30 minutes) on District orientation and any full in-service days during the year at the discretion of the Superintendent of Schools.
5. Regularly scheduled meetings shall be held with the Berkshire Hills Regional School District Superintendent, Berkshire Hills Education Association President and representatives from both parties to discuss ongoing concerns which arise during the duration of this contract. Minutes will be taken and distributed to both parties.

### **ARTICLE XXII - EMPLOYEE EVALUATION**

1. The Berkshire Hills Education Association and Berkshire Hills Regional School District School Committee are mutually committed to a rigorous, educationally sound and professionally supportive supervision and evaluation process. The Supervision and Evaluation process deliberates, monitors and supports mutually agreed upon research based instructional standards which lead to improved student achievement.

The Berkshire Hills Education Association and Berkshire Hills Regional School District School Committee have a supervision and evaluation model.

The Berkshire Hills Regional School District Teacher Evaluation System is to be amended only by agreement between the School Committee and the Berkshire Hills Education Association.

2. Any complaint or concern regarding an employee, requiring investigation, shall be initially referred to the administrator at the lowest possible level. Such complaint or concern shall be brought to the attention of the employee within five (5) working days after receipt. The employee shall be informed of all details as promptly as possible in order to respond. Such information shall not be used by any employee in a manner detrimental to the best interest of any pupil.

### **ARTICLE XXIII– EMPLOYEE FILE**

The official files of the District shall reside in the Superintendent's office. No report, memoranda, or other document shall hereafter be placed in those files or records referred to in Massachusetts General Law Chapter 71, Section 42C, without a copy thereof being delivered to the employee. Upon receipt of such report, memoranda, or other document, the employee shall have the right to submit to the Superintendent, in writing, such refutation or other comment as the employee shall deem to be pertinent. Such refutation or other comment shall be incorporated into the file or record. Further, employee shall, in the exercise of his or her

rights under the provisions of Chapter 71, Section 42C of the General Laws, have the right to the advice, assistance and presence of a representative chosen by the employee.

#### **ARTICLE XXIV- SPECIAL ASSISTANCE FOR EMPLOYEES**

The District recognizes that the classroom teachers will require the assistance of certain specialists in order to carry out their assigned duties effectively. The District, therefore, agrees that the services of guidance personnel, reading specialists, speech therapists, psychological services, but not necessarily limited to these specialists, will be retained to perform these functions provided, however, that the decision of the District as to the nature, number, extent, and kind of specialists that will be retained shall be final and binding and, although subject to the grievance procedure, shall not be subject to arbitration.

#### **ARTICLE XXV- CONTINUITY OF OPERATIONS**

The Association and its members, individually and collectively, hereby expressly agree that they will not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence from or refusal to perform assigned duties, illegal picketing or other unlawful activity directed against the Berkshire Hills Regional School District.

Employees who participate in any such activities shall be subject to appropriate disciplinary action by the District within the laws of the Commonwealth.

#### **ARTICLE XXVI - GENERAL**

The School Committee agrees that any policy adopted which contravenes any express provision of this agreement or any portion hereof shall be subject to impact bargaining, if necessary.

#### **ARTICLE XXVII – ELECTRONIC INFORMATION**

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 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 (IJNDBB-E) Exhibit E. 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.

All employees are required to abide by the Berkshire Hills Regional School District Policy entitled Electronic Information Resources for Staff (IJNDBB). 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 (IJNDBB-E) (Exhibit E).

Full copies of Policy IJNDBB are located in each building's main office. The Terms and Conditions of this Policy IJNDBB-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.”

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.

### **ARTICLE XXIII – CRIMINAL OFFENDER RECORD INFORMATION (CORI)**

The following applies to Criminal Offender Record Information (“CORI”) checks:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the Employee.
3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.
4. All CORI reports will be maintained in the Superintendent's office in separate confidential files. The reports will be stored and/or destroyed in accordance with state law and school committee policy

5. The Superintendent or his/her designee from the Superintendent's Office will be the only persons authorized to request CORI checks.
6. Failure of an employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

**ARTICLE XXIX – STATE APPLICANT FINGERPRINT IDENTIFICATION SYSTEM (SAFIS)**

1. The parties agree that, pursuant to M.G.L. c. 71 §38R and Implementation of the Chapter 77 of the Acts of 2013 “An Act Relative to Background Checks”, the State Applicant Fingerprint Identification System (SAFIS), all employees must complete the SAFIS check prior to being appointed.
2. The Superintendent and/or the District's SAFIS Authorized Point of Contact will be the only persons authorized to request SAFIS.
3. All SAFIS reports will be maintained in the Superintendent's office, in separate confidential files as per state law and regulations. A copy of an individual's SAFIS report will be made available to the employee upon request. If the SAFIS report shows any activity, the employee will be notified and a copy will be immediately forwarded to the employee.
4. All reports will be stored and/or destroyed in accordance with state law and school committee policy. The District will create and file a suitability determination based on the results received. The receipts will be attached to the suitability determination and stored in a separate locked file once reports have been destroyed as completion of the requirement.
5. Any disciplinary action taken as a result of SAFIS will be in accordance with the terms of this Agreement, District Policy and/or applicable state law.

**ARTICLE XXX – DURATION AND RENEGOTIATIONS**

This agreement shall be effective as of **July 1, 2021** and remain in full force and effect through **June 30, 2024**. Not later than **November 1, 2023**, the parties shall enter into negotiations with respect to a successor agreement as provided in Chapter 150E of the General Laws.

In witness whereof, we have affixed our hands this day of \_\_\_\_\_

**For Berkshire Hills Regional School District:**

  
\_\_\_\_\_  
Signature - School Committee Chair

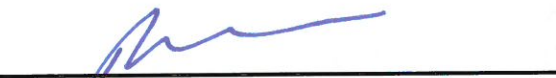
06/17/2021  
\_\_\_\_\_  
Date

**For Berkshire Hills Education Association:**

  
\_\_\_\_\_  
Signature – Association President

6/8/21  
\_\_\_\_\_  
Date

**Witness:**

  
\_\_\_\_\_  
Signature – Superintendent of Schools

6/17/2021  
\_\_\_\_\_  
Date



**Exhibit A – Teachers Salary Schedule**

**Effective July 1, 2021**, institute new salary schedule and teacher placements.

List one-time bonus payments so that all teachers receive at least \$750 above what they would have received with only Step movement on the previous salary schedule.

The BA column will be capped at Step H for all employees not currently at or above Step H as of July 1, 2021.

**Effective July 1, 2022**, increase the salary schedule set forth at Appendix A by 1.0%.

**Effective July 1, 2023**, increase the salary schedule set forth at Appendix A by 1.25%.

Schedules attached.

**Initial Placement:** Teachers will be placed on the appropriate level by the superintendent based on previous experience per Article III of the BHEA Unit A Contract. Newly hired staff will not be placed higher than existing staff with similar experience. In unique situations, the superintendent will consult with the BHEA.

**FY22 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA30/MA</b>	<b>MA+30</b>	<b>CAGS/MA60</b>
A	45,702	51,220	56,739	62,249
B	47,652	53,170	58,689	64,124
C	49,602	55,120	60,639	65,999
D	51,552	57,070	62,589	67,874
E	53,502	59,020	64,539	69,749
F	55,452	60,970	66,489	71,624
G	57,402	62,920	68,439	73,499
H	59,352	64,870	70,389	75,374
I	61,302	66,820	72,339	77,249
J	63,252	68,770	74,289	79,124
K	65,202	70,720	76,239	80,999
L	67,152	72,670	78,189	82,874
M	69,102	74,620	80,139	84,749
N	71,052	76,570	82,089	86,624
O	73,002	78,520	84,039	88,499
P	74,952	80,470	85,989	90,374
Q	76,902	82,420	87,939	92,249
R	78,852	84,370	89,889	94,124
S	80,802	86,320	91,839	95,999
T		88,270	93,789	97,874
U			95,739	99,749

\*No teacher can advance into the yellow. Teachers already placed in the yellow will continue to advance within.

**FY23 Salary Schedule**

<b>STEP</b>	<b>BA</b>	<b>BA30/MA</b>	<b>MA+30</b>	<b>CAGS/MA60</b>
A	46,510	52,103	57,696	63,246
B	48,460	54,053	59,646	65,121
C	50,410	56,003	61,596	66,996
D	52,360	57,953	63,546	68,871
E	54,310	59,903	65,496	70,746
F	56,260	61,853	67,446	72,621
G	58,210	63,803	69,396	74,496
H	60,160	65,753	71,346	76,371
I	62,110	67,703	73,296	78,246
J	64,060	69,653	75,246	80,121
K	66,010	71,603	77,196	81,996
L	67,960	73,553	79,146	83,871
M	69,910	75,503	81,096	85,746
N	71,860	77,453	83,046	87,621
O	73,810	79,403	84,996	89,496
P	75,760	81,353	86,946	91,371
Q	77,710	83,303	88,896	93,246
R	79,660	85,253	90,846	95,121
S	81,610	87,203	92,796	96,996
T		89,153	94,746	98,871
U			96,696	100,746

\*No teacher can advance into the yellow. Teachers already placed in the yellow will continue to advance within.

**FY24 Salary Schedule**

<b><u>STEP</u></b>	<b><u>BA</u></b>	<b><u>BA30/MA</u></b>	<b><u>MA+30</u></b>	<b><u>CAGS/MA60</u></b>
<b>A</b>	47,530	53,217	58,905	64,506
<b>B</b>	49,480	55,167	60,855	66,381
<b>C</b>	51,430	57,117	62,805	68,256
<b>D</b>	53,380	59,067	64,755	70,131
<b>E</b>	55,330	61,017	66,705	72,006
<b>F</b>	57,280	62,967	68,655	73,881
<b>G</b>	59,230	64,917	70,605	75,756
<b>H</b>	61,180	66,867	72,555	77,631
<b>I</b>	63,130	68,817	74,505	79,506
<b>J</b>	65,080	70,767	76,455	81,381
<b>K</b>	67,030	72,717	78,405	83,256
<b>L</b>	68,980	74,667	80,355	85,131
<b>M</b>	70,930	76,617	82,305	87,006
<b>N</b>	72,880	78,567	84,255	88,881
<b>O</b>	74,830	80,517	86,205	90,756
<b>P</b>	76,780	82,467	88,155	92,631
<b>Q</b>	78,730	84,417	90,105	94,506
<b>R</b>	80,680	86,367	92,055	96,381
<b>S</b>	82,630	88,317	94,005	98,256
<b>T</b>		90,267	95,955	100,131
<b>U</b>			97,905	102,006

\*No teacher can advance into the yellow. Teachers already placed in the yellow will continue to advance within.

**EXHIBIT B**

<b><u>CATEGORY I</u></b>	<b><u>FY22</u></b>	<b><u>FY23</u></b>	<b><u>FY24</u></b>
Head Coaches (Category I) *	4,624	4,762	4,905
Lead Directors (Category I) **	4,624	4,762	4,905
<b><u>Category I – Assistant Positions</u></b>			
Assistant Coaches (Category I) *	2,888	2,975	3,064
Assistant Directors (Category I) **	2,888	2,975	3,064
<b><u>CATEGORY II</u></b>			
Head Coaches (Category II) ** *	2,888	2,975	3,064
<b><u>Category II – Assistant Positions</u></b>			
Assistant Coaches (Category II) ***	1,804	1,858	1,913
<b><u>CATEGORY III</u></b>			
Project Sprout	3,744	3,856	3,972
WISE	3,744	3,856	3,972
<b><u>CATEGORY IV</u></b>			
Best Buddies	2,888	2,975	3,064
Key Club	2,888	2,975	3,064
Newspaper (Maroon Reflections)	2,888	2,975	3,064
Pathways	2,888	2,975	3,064
Quiz Team Advisor	2,888	2,975	3,064
Spartones	2,888	2,975	3,064
Student Government	2,888	2,975	3,064
Yearbook, Business	2,888	2,975	3,064
Yearbook, Literary	2,888	2,975	3,064
<b><u>CATEGORY V</u></b>			
After Prom Coordinator	1,155	1,189	1,225
Advisor, Senior Class	1,386	1,428	1,471
Advisor, Underclass	1,155	1,189	1,225
Give To Give			
Mass Hysteria	1,386	1,428	1,471
National Honor Society	1,386	1,428	1,471
School Store Manager	1,386	1,428	1,471
Shakespeare Program Advisor	1,386	1,428	1,471
<b><u>CATEGORY VI</u></b>			
Musicians (4 @ rate; paid by Booster Club)	818	842	868
<b><u>W.E.B. Du Bois Regional Middle School</u></b>			
<b>After School Activity Advisor</b>	1,155	1,189	1,225
<i>Stipended positions for short term 8 – 10 week activities. The stipened positions may, but need not include:</i>			
Band Director	1,386	1,428	1,471
Band Director	1,386	1,428	1,471
Drama Club/Musical Producer	2,888	2,975	3,064
Musical Director	2,888	2,975	3,064

**EXHIBIT B** (continued)

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
<b><u>W.E.B. Du Bois Regional Middle School</u></b>			
Newspaper/Magazine Advisor	2,888	2,975	3,064
Student Government Advisor	2,888	2,975	3,064
Yearbook Advisor	2,888	2,975	3,064
<b><u>Muddy Brook Regional Elementary School</u></b>			
<i>Stipended positions full-year programming equivalents.</i>	2,310	2,380	2,451
Student Leadership Team Coordinator	2,255	2,322	2,392
Recess Activities Coordinator	2,535	2,611	2,689
BCREB Internship Coordinator	1,688	1,739	1,791
BCREB Job Coordinator	1,126	1,160	1,194
BCREB Site Coordinator	562	579	597
Extended School Day/Year Instructor			
Certified/Discipline Professional	\$50/hour	\$50/hour	\$50/hour
Non-Certified			
Mentor- Level 1	1,216	1,253	1,291
Mentor- Level 2	610	628	647
Project / Shared Leadership	2,535	2,611	2,689
Professional Hourly Work			
Supervisor of SLPA	4,023	4,144	4,268
Summer Fellowships	562	579	597
Title I Coordinator	2,888	2,975	3,064
Tutoring	\$50/hour	\$50/hour	\$50/hour
Nurse Leader	4,023	4,144	4,268
Certified			
Non-Certified			
Webmaster - 3 positions (1 each: elementary, middle, high school)	1,386	1,428	1,471
Wellness Champion	1,688	1,739	1,791

**Stipends paid in accordance with the contract are:**

\* Head Coaches & Assistant Coaches

*Negotiated Sports Include:*

\*\* Lead Directors & Assistant Directors (Category I)

*Negotiated Activities Include:*

*Band, Spring Musical, Media Production.*

*Three (3) Assistant Musical Positions paid by District:*

*Spring Musical - Assistant Director, Music Director, Technical Director, Lighting Director, Choreography Director*

\*\*\*Head Coaches & Assistant Coaches (Category II) –

*Negotiated Sports Include:*

*Golf, Skiing - Downhill, Cheerleading/Dance Team (at assistant coach rate)*

**EXHIBIT C**

**NURSES SALARIES AND BENEFITS**

All of the benefits and terms of this agreement apply to nurses except as provided by the language of the contract and except as follows:

1. Nurses shall receive 100% of the teachers' salary schedule compensation rate. A Master's degree and/or additional post graduate training must be in nursing, education or related fields.
2. The nurses shall work two (2) additional days at the discretion of the Superintendent and such work shall be paid at their per diem rate.
3. Nurses may not leave the school premises without the permission of the Building Principal or his/her designee.
4. Notwithstanding any of the provisions herein above set forth, nurses shall render such emergency assistance to pupils as required.
5. The provisions relating to sabbatical leave shall not apply to nurses.

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**EXHIBIT D**

**CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA)**  
**SALARY AND BENEFITS**

Benefits and terms of this agreement apply to Certified Occupational Therapy Assistants except as provided by the language of the contract and except as follows:

1. COTAs shall receive 70% of the Bachelor's rate, to be calculated using the schedule in Exhibit A. COTAs may not move horizontally across the schedule.
2. Contract provisions that *shall differ* for COTAs are as follows, with the listed language to apply:
  - a. Article XXII-Employee Evaluations  
*Certified Occupational Therapy Assistants shall be evaluated annually by the Building Principal and/or his/her designee.*
3. COTAs are eligible for a **RETIREMENT BENEFIT** as follows:

The District shall pay a sum equal to the reimbursement of seventy (70) days of sick leave times the maximum prevailing short-term substitute per diem rate of pay to an employee upon retirement from the District providing the following conditions are met.

- a. The employee has at least fifteen (15) years of employment with the District.
  - b. The employee has at least seventy (70) accrued and unused sick leave days upon retirement.
  - c. The employee shall have notified the Superintendent, in writing, of his/her intention to retire at least six (6) months prior to the date of retirement.
4. Contract provisions that *shall not apply* to COTAs are as follows:
    - a. Article III - Salaries-Sections:
      - i. 2-Language regarding horizontal placement.
      - ii. 4-Language regarding Vocational Teachers.
      - iii. 7-Language regarding horizontal placement.
    - b. Article IV – Longevity
    - c. Article VI – Transfers, Reassignments, Vacancies, and Promotions

- d. Article VII – Working Hours, Year and Load – Sections:
  - i. 5. – Language regarding planning time.
  - ii. 6. – Language regarding class size.
  - iii. 11 – Language regarding tentative assignment timeline.
  - iv. 14 – Language regarding extended year.
  
- e. Article VIII – Reduction in Force
  
- f. Article IX – Recall Rights and Procedure
  
- g. Article XIX – Teacher Emeritus
  
- h. Article XXIV – Special Assistance for Employees



## **EXHIBIT E**

### **LONG-TERM SUBSTITUTES**

1.
  - a. Long-term substitute is defined as a substitute teacher who after appointment by the Building Principal serves for more than ten (10) consecutive school days in the same position and who is responsible for all class preparation.
  - b. Long-term substitute status does not follow from one assignment to the next or from one year to the next unless the assignments are consecutive.
2. There are two scenarios most likely to happen when appointing long-term substitute teachers:
  - a. It is known from the first day the substitute is working that it is a long-term placement, such as when someone is on an approved leave of absence or approved maternity leave. In such cases the sub will be placed on BA Step 1 for the first ten (10) days of actual teaching. On the eleventh (11<sup>th</sup>) day they will be placed on their appropriate step, with the maximum step being MA Step 5. Their salary in both cases is calculated at the per diem rate of the step on which they are placed.
  - b. It is not known at the time a substitute begins an assignment that the position will extend beyond the ten (10) days for same assignment. In these cases the substitute will receive regular sub pay for the first ten (10) days of substituting. On day eleven (11), they will be retroactively compensated for the difference between the BA Step 1 rate and substitute pay. They will continue on BA Step I while the long-term position is posted and filled. Should they apply and be appointed, they will be retroactively paid from day eleven forward for the difference if any exists, between BA Step 1 and whatever step they are placed upon, the maximum step not to exceed MA Step 5. In each scenario the substitute is paid the per diem rate of the step upon which they are placed.
3. Long term substitutes shall not be eligible for benefits, except as follows:
  - a. Long-term substitutes shall be eligible for sick leave pay, credited at the rate of one (1) day per month of service after the first twenty (20) days of continuous employment. There shall be no accumulation of unused sick leave days at the conclusion of the period of long-term substitution.

b. Long-term substitutes shall be eligible for Jury Duty benefits, as per Article XIII, Section 8.

4. The provisions of Article VII shall not apply to long-term substitutes.

**EXHIBIT F**

**EMPLOYEE SIGNATURE FORM  
FOR ELECTRONIC INFORMATION RESOURCES POLICY**

I have been provided with a copy of the Berkshire Hills Regional School District Electronic Information Resources Policy and I agree to abide by the provisions contained therein during my time employed by the District. I further understand that any violation by me of the terms of the Electronic Information Resources Policy may result in the suspension or termination of my network privileges and may also result in disciplinary action being taken against me consistent with the Berkshire Hills Regional School District disciplinary policy and the terms of any collective bargaining agreement applicable to my employment. If a violation constitutes a criminal offense, appropriate legal action may be taken. I further agree to compensate the Berkshire Hills Regional School District in the event that the District suffers any monetary loss, including costs, damages and attorney's fees because of any knowing violation by me of this Electronic Information Resources Policy.

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Email Expectations:**

1. View email **each work day** and respond to parent emails within **two (2) work days**
2. Read the **appropriate memos**
3. Manage Inbox, Sent Items and Deleted Items once every two weeks
4. Training and an implementation timeline will be provided.

**Calendar Expectations:**

1. Check the School and District calendars to be aware of events.
2. Submit events to school secretary for inclusion in school calendars.
3. Training and an implementation timeline will be provided.

**Grading Expectations:**

1. All teachers are expected to post grades and/or assessment information as developmentally grade level appropriate as the programs and technology come online in their building.
2. Training and an implementation timeline will be provided.

**Homework Expectations:**

1. All teachers are expected to post homework and/or other grade level developmentally appropriate material as the programs and technology come online in their building.
2. Training and an implementation timeline will be provided.

**Attendance Expectations:**

1. All staff will use software for attendance.
2. Training and an implementation timeline will be provided.

**Expectations:**

1. Respond to meeting invitations
2. Use Out of Office Assistant when you are not in the building for the day or coming days.
3. Training and an implementation timeline will be provided.

**Computer/LCD Projector Use:**

1. Use computer, LCD projectors and other technology to enhance instruction
2. Training and an implementation timeline will be provided.

**Special Education :**

1. All special education and related services staff shall generate student Individual Educational Programs (IEPs), forms, and notices through the District's designated software.
2. Training and an implementation timeline will be provided.

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**EXHIBIT G**

File: **IJNDBB-R**

**TERMS AND CONDITIONS OF THIS POLICY**

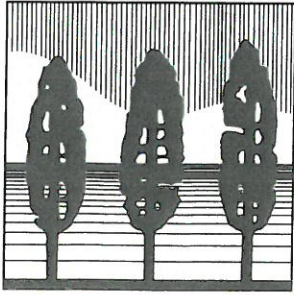
1. **Privileges:** The use of electronic information resources is a privilege, not a right. Inappropriate use of these resources will result in the loss of computer services, disciplinary action, and/or referral to legal authorities. The systems administrator will close an account if necessary. An administrator or faculty member has the right to request, for cause, that the systems administrator deny, revoke, or suspend specific staff accounts.
  
2. **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.
  - a. Use of other organizations' networks or computing resources must comply with rules appropriate to that network.
  - b. Transmission of any material in violation of any United States or other states' organizations is prohibited. This includes, but is not limited to: copyrighted materials, threatening or obscene material or material protected by trade secrets.
  - c. Commercial activities by for-profit institutions are generally not acceptable.
  - d. Use of product advertisement or political lobbying, including lobbying for office, is prohibited.
  - e. Time and bandwidth are costly. While accessing the Internet, no games may be played unless approved for specific educational purposes.
  - f. Illegal activities of any kind are forbidden.
  - g. Do not reveal personal information, i.e., home address, phone numbers, password, or social security number; this also applies to others' personal information or that of organizations.
  - h. Do not use the network in any way that would disrupt network use by others, including the unauthorized installation of software that allows the download and sharing of MP3 files, videos, soundtracks, etc.
  - i. No personal disks may be used on any of the computers. You are authorized to use only the disks provided to you by your instructor or systems administrator. You are not permitted to copy your personal programs/games onto any of the computers in the networked labs, and you may not copy any programs installed on the network/computers onto your personal disks for your personal use.

- j. No food or drink is permitted in networked labs or around any network resources.
  - k. Illegal installation of copyrighted software or files for use on BHRSD computers is prohibited.
3. Monitored Use: Electronic mail transmissions and other use of electronic resources by employees shall not be considered confidential and may be monitored at any time by designated employees to ensure appropriate use for instructional and administrative purposes. The District has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites employees visit on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by employees, and reviewing e-mail sent and received by employees. All information, in any format, stored by any means on the District electronic facilities is the property of the Berkshire Hills Regional School District and subject to inspection at any time without notice. Employees waive any right to privacy in anything they create, store, send or receive on the District's computer or Internet.
4. Network Etiquette: Each account holder is expected to abide by the generally accepted rules of staff etiquette. These rules include, but are not limited to, the following:
- a. Be polite. Never send, or encourage others to send abusive messages.
  - b. Use appropriate language. Remember that you are a representative of your school and District on a non-private system. You may be alone on a computer, but what you say and do can be viewed globally! Never use vulgar or any other inappropriate language.
  - c. Use electronic mail appropriately. Electronic mail (e-mail) is not guaranteed to be private. Everyone on the system has access to mail. Messages relating to or in support of illegal activities must be reported to the system administrator or school administration.
  - d. Sending, receiving, displaying, printing or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating or defamatory is prohibited.
5. Vandalism: Vandalism is defined as any malicious attempt to harm or destroy property of another user or of any other agencies or networks that are connected to the Internet. Vandalism includes, but is not limited to, the uploading, downloading, or creation of computer viruses. It also includes any physical damage to computer hardware or software in the District.

6. Security: Security on any computer system is a high priority because there are multiple users. Once properly logged into the BHRSD network, do not leave your account/connection open or unattended. Do not use another individual's account. Unauthorized access to a computer system or part of a computer system that you do not have permission to use is known as electronic trespass and is illegal. If you identify a security problem, notify the system administrator or school administration at once.
  
7. Liability: The Berkshire Hills Regional School District makes no warranties of any kind whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the staff suffers while on the system. These damages include, but are not limited to, loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. The Berkshire Hills Regional School District specifically denies any responsibility for the accuracy of information obtained through electronic information sources.
  
8. Amendments: This policy may be amended from time-to-time in collaboration with employees, unions and the Berkshire Hills Regional School District.







# BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

GREAT BARRINGTON • STOCKBRIDGE • WEST STOCKBRIDGE

50 MAIN STREET • P.O. BOX 617 • STOCKBRIDGE, MA 01262 • (413) 298-4017

**Berkshire Hills Regional School District  
And  
Berkshire Hills Education Association  
Memorandum of Understanding  
2021-2022 Teacher Leadership**

Berkshire Hills Regional School District (“District”) and the Berkshire Hills Education Association (“Association”) agree to pilot the teacher leadership structure for the 2021-2022 school year. This includes the Instructional Lead positions and the Team Coordinator positions that were approved by the District School Committee.

The District agrees to pay each Instructional Lead (up to 15 positions, 5 per school) a stipend of \$5,000 and each Team Coordinator (up to 26 positions) a stipend of \$2,000.

The Association agrees to convene with District representatives to review the model and work collectively to develop a proposed teacher leadership structure for the 2022-2023 school year.

Signature - Berkshire Hills Education Association Unit A - President

Date

Signature – BHRSD School Committee Chair

Date

Signature – BHRSD Superintendent of Schools

Date

