

AGREEMENT BETWEEN THE  
CENTRAL BERKSHIRE SCHOOL DISTRICT  
AND THE  
CENTRAL BERKSHIRE REGIONAL EDUCATIONAL ASSOCIATION  
2015 - 2018

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AGREEMENT made as of August 31, 2015, by and between the CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT COMMITTEE (hereinafter called "District") and the CENTRAL BERKSHIRE EDUCATION ASSOCIATION (hereinafter called "Association").

## ARTICLE 1

### DEFINITIONS

Unless the context in which the following words and phrases appear unequivocally indicates otherwise, each such word or each such phrase shall have the following meaning:

- 1.1 "Teacher" All employees within that unit recognized under Article 2 of this agreement.
- 1.2 "Administrator" All professional personnel employed by District to serve in such positions as Principal, Assistant Principal, Director of Special Services, Director of Special Education, Superintendent, Assistant Superintendent, Director of Technology and other similar positions.
- 1.3 "Grievance" A dispute concerning the interpretation or application of this agreement.
- 1.4 "Grievant" A teacher as hereinbefore defined or the Association who disputes the interpretation or application of this agreement.
- 1.5 "Committee" The Central Berkshire Regional School Committee or subcommittee thereof or a designated representative.
- 1.6 "Teacher Assignment" That directive of Superintendent issued prior to or at the beginning of a school year which indicates (a) the schoolhouse or schoolhouses at which a teacher is to perform his/her professional duties, and (b) the grades or subjects to be taught by the teacher, or, if the teacher is other than a classroom teacher, the nature of the professional duties to be performed.
- 1.7 "Teacher Transfer" That directive of Superintendent issued during a school year which changes a "teacher assignment" during a given school year. (A change in assignment effective during the next ensuing school year is a "teacher assignment" and not a "teacher transfer.")
- 1.8 "Open Position" An unfilled professional position within the school system which is deemed by the Superintendent not to involve a promotional opportunity for teachers.
- 1.9 "Vacancy" An unfilled professional position within the school system which is deemed by Superintendent to involve a promotional opportunity for teachers. A "vacancy" is to be further distinguished from a "teacher assignment" and "teacher transfer."
- 1.10 "Leaves of Absence" That period of time during which teacher is excused pursuant to one or more provisions of this agreement, from the performance of professional duties.
- 1.11 "Teacher without Professional Status" Any teacher without professional teacher status as defined by Massachusetts General Laws Chapter 71.
- 1.12 "Teacher with Professional Status" Any teacher with professional teacher status as defined by Massachusetts General Laws Chapter 71.

- 1.13 "District" The Central Berkshire Regional School District as organized under Massachusetts General Laws, Chapter 71.
- 1.14 "Specialists" Itinerant elementary teachers: school adjustment counselors, school psychologists, speech therapists, occupational therapists, nurses, art teachers, music teachers, physical education teachers and guidance counselors.

## ARTICLE 2

### RECOGNITION

- 2.1 The District does hereby, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognize the Association for the purposes of collective bargaining as the exclusive representative of:
  - 2.1.1 All professional employees directly involved in the educational process other than administrators, substitute classroom teachers, summer school and evening school employees; and
  - 2.1.2 All part-time professional employees directly involved in the educational process other than administrators, principals, superintendents, substitute classroom teachers, summer school and evening school employees, if such part-time professional employees' work schedule is at least one-half of the work schedule of full-time professional employees as herein defined.
  - 2.1.3. Each principal of the Becket Washington School and the Kittredge School who performs unit work consisting of not more than 4/10 of the work schedule of a teacher is permitted to perform such unit work along with his/her principal's work and shall not be a member of this collective bargaining unit; and
  - 2.1.4 All professional nurses.

## ARTICLE 3

### DISTRICT PREROGATIVES

The Association agrees that the District has complete authority over the policies and administration of the CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT, exercisable under the provisions of law. It further agrees that the District will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system 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 provisions hereinafter set forth.

## ARTICLE 4

### GRIEVANCE PROCEDURE

- 4.1 A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
- 4.2 All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing. Each side, once during a grievance procedure, at any point in said procedure, as a matter of right, shall have a five day extension to the time limit stated in said procedure.
- 4.3 Step One. A teacher desiring to present a grievance shall, within 30 days immediately after the first day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to his/her principal. (If the involved teacher is not directly responsible to an individual principal, the presentation shall be made to the teacher's immediate supervisor.) Within five calendar days after the day of submission of the grievance, the Principal or teacher's immediate supervisor shall give to the Grievant and the Association a decision in writing.
- 4.4 Step Two. If the grievance is not settled at Step One, the Grievant may within five calendar days after delivery of Principal's written reply at Step One present the grievance in writing to the Superintendent of schools. A meeting between the Grievant and the Superintendent or his/her designee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within ten calendar days after the presentation of a grievance at Step Two. If a date for a meeting within such ten calendar days is not agreed to, the parties may agree to a date thereafter, provided always the failure to meet within said ten-day period will, unless another date is agreed upon, give each party the right to proceed to Step Three. Six calendar days after the meeting the Superintendent will give the Grievant and the Association a written reply.
- 4.5 Step Three. If the grievance is not settled at Step Two, the Grievant may, within six calendar days after delivery of Superintendent's written reply at Step Two, present the grievance in writing to the Committee. A meeting between the Grievant and the Committee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within 30 days after the presentation of the grievance at Step Three, provided always that the failure to meet within 30 days will give either party the right to proceed to Step Four. Seven calendar days after the meeting the Committee will give the Grievant and the Association a written reply.
- 4.6 Step Four. If the grievance is not settled at Step Three, the Grievant may within 30 calendar days after the Committee's decision at Step Three, present the grievance in writing to arbitration provided that Association shall contemporaneously with the submission to arbitration advise Committee, in writing, that the Association is of the opinion that the grievance is meritorious.
- 4.7 The following general provisions shall pertain to arbitration:
- 4.7.1 Parties shall be bound by the rules and procedures of the American Arbitration Association including selection of an arbitrator unless contrary to express provisions herein set forth.

- 4.7.2 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.
- 4.7.3 The arbitrator will confer with representatives of the District 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 issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, 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 District as set forth in this agreement.
- 4.7.4 It is recognized that members of the Association may have to testify in order to properly process a grievance under Step Four and so any member as well as the grievant shall be excused from his regular duties. Such excused absence shall be without loss of pay if such member of the Association notifies the administration seven days in advance of the date for commencement of the hearing.
- 4.8.1 A teacher may pursue a grievance through Step Three 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 agreement and provided the Association may represent the teacher, at any step if the teacher so requests. However, subject to the foregoing, the Association has the right to participate in the processing of a grievance at any step in accordance with the terms hereof and both District and Association agree that only those individuals directly involved in the presentation or resolution of a grievance shall be permitted to be in attendance at conferences and hearings.
- 4.8.2 The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the District which is available to the public for inspection, to the extent so requested by the Association.
- 4.8.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 4.8.4 The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said Grievant or Association may have with respect to the matter submitted to said arbitration unless the Court shall determine that the matter submitted was not arbitrable. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matter under this Article 4.
- 4.8.5 No reprisals will be taken by the District or the school administration against any teacher participating in presentation of a grievance in accordance with the provisions of this agreement because of such participation.

- 4.8.6 If a grievance affects a group or class of teachers, the Association as well as the teacher may submit such a grievance at Step Two within 40 days immediately after the first day of the occurrence of those acts or omissions upon which the grievance is premised.
- 4.8.7 The President of the Association and his designee shall have the right to participate in the investigation and processing of a grievance through Step Four. If it is necessary that such investigation or processing occur during a regular work day of the said President and his designee, they shall be released from their regular duties for such purpose without loss of pay.
- 4.8.8 The parties retain their respective rights under Chapter 150E of the General Laws of the Commonwealth of Massachusetts.
- 4.8.9 A teacher having a grievable matter is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time within which to file a grievance but such time limit may be extended by mutual agreement in writing.
- 4.8.10 The Association, but not a teacher, may request the District to require the attendance at a grievance hearing of those Administrators who have information pertinent to the grievance. If a request for Administrator's attendance is received by the Superintendent at least two days before the date of the grievance hearing, the District shall direct such Administrator to so attend.

## ARTICLE 5

### SALARIES

- 5.1 Salaries during that period beginning August 31, 2015, and ending on August 30, 2018, shall be paid to a person within the unit defined in Article 2, except for nurses, in accordance with and at that rate set forth in Exhibit B. Salaries during that period beginning on August 31, 2015 shall be paid to nurses in accordance with and at that rate set forth in Exhibit F. After the expiration of this agreement, until a successor agreement has been agreed to, movement on the salary schedule will be automatic.
- 5.2 A teacher first employed by 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 teacher shall be placed upon that step and horizontal level commensurate with the teacher's degree, experience and graduate credits. Such teacher shall be advised in writing by the Superintendent as to the number of the graduate credits applicable to advancement as described in Article 5.5.
- 5.3 Effective July 1, 2017, teachers shall be paid in twenty-six (26) bi-weekly installments with the first installment paid on the second Thursday in September. A teacher may elect to have the July and August payments in a lump sum providing the teacher notifies Central Office no later than August 1. The teacher's selection for the prior work year shall continue for succeeding work years, unless the teacher notifies the District of a requested change by August 1. Lump sum payments shall be made by June 30th. A teacher employed for less than a full "work year" shall be paid for days actually worked and used sick leave at the teacher's "per diem" rate. The District will publish a list of payday's of each "work year" by September 1 of each year of the ensuing "work year."

- 5.4 Whenever the teacher's "per diem" rate is pertinent, it shall be determined by dividing the salary provided for in Exhibit B by the number of days in the work year.
- 5.5 A teacher shall be placed on the "horizontal level" set forth on Exhibit B as follows: Please see "Notes that apply to all sections of 5.5." The only time horizontal movement takes place is September 1 and March 1.
1. Column A - Bachelor's Automatically upon receipt of a Bachelor of Arts, Bachelor of Science or equivalent.
  2. Column B - Master's Teacher will inform the Superintendent in writing at least six (6) months in advance of receiving a Master's Degree. The Master's Degree must be within the area that the teacher is performing within the Central Berkshire Regional School District and the decision of the Superintendent shall not be subject to Article 4.
  3. Column C - M + 15 If teacher has received a Master's Degree, automatically upon teacher satisfactorily earning fifteen (15) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree) or a combination of twelve (12) or more "approved academic credits" which together with three (3) or less "recognition credits" total fifteen (15) or more "approved academic credits" and "recognition credits."
  4. Column D - M + 30 If teacher has received a Master's Degree, automatically upon teacher satisfactorily earning thirty (30) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree) or a combination of twenty-seven (27) or more "approved academic credits" which together with three or less "recognition credits" total thirty (30) or more "approved academic credits" and "recognition credits."
  5. Column E - M + 45 If teacher has received a Master's Degree, automatically upon teacher satisfactorily earning forty-five (45) "approved academic credits" (exclusive of "approved academic credits" used to obtain a Master's Degree) or a combination of forty-two (42) or more "approved academic credits" which together with three (3) or less "recognition credits" total forty-five (45) or more "approved academic credits" and "recognition credits."

Notes that apply as related to all of Section 5.5:

When a teacher qualifies for a horizontal movement between September 15 and March 1, the effective date of the movement shall be March 1. When a teacher qualifies for a horizontal movement between March 1 and September 15, the effective date of movement shall be September 1.

If a unit member fails to comply with the pre-approval process described in Article 5.7, the course may still be approved only, if in the opinion of the Superintendent, such academic

credits are within the area of the unit member's involvement and are approved by the Superintendent. Written approval of the Superintendent is required for each course which the unit member intends to use to advance horizontally. Undergraduate courses may, but need not in the sole discretion of the Superintendent, be approved. The decision of the Superintendent shall be binding on all parties, and shall not be subject to the provisions of Article 4. Academic credits which have been so approved are "approved academic credits." Upon approval of a course, which has been retroactively approved by the Superintendent, the unit member must wait six (6) months for the horizontal movement to take effect. The only time horizontal movement takes place is on September 1 and March 1. The single exception to this policy will be in a case where the member can document that he/she had received prior approval for a course that was subsequently cancelled, resulting in a drop/add situation. Under that circumstance, if the academic credits of the added course are within the unit member's involvement, the six (6) month waiting period will be waived.

- 5.6 A teacher shall upon satisfactorily completing the previous step, advance each September 1<sup>st</sup> to the next higher step.

However, notwithstanding the foregoing, (1) a teacher who advances horizontally may advance through the next "professional improvement step" when reached; (2) a teacher placed in Column B - "Master's" shall not advance beyond Step 11 until such teacher qualifies for placement on Column B under paragraph 5.5(2).

- 5.7 Academic credits shall be approved for the purposes of establishing the horizontal level of a teacher only, if in the opinion of the Superintendent, such academic credits are within the area of the unit member's involvement and are approved by the Superintendent. Advance written approval of the Superintendent is required for each course which unit member intends to use to advance horizontally. Undergraduate courses may, but need not in the sole discretion of the Superintendent, be approved. The decision of the Superintendent shall be binding on all parties and shall not be subject to the provisions of Article 4. Academic credits which have been so approved are "approved academic credits."

- 5.8 The School Committee may, but need not, grant recognition credits to a teacher for the following activities occurring after the teacher has been employed by the District:

1. Satisfactory supervision of practice teaching for a period in excess of two weeks.
2. Appropriate activity on a committee operating an educational workshop on a local, county or state level.
3. Extensive travel.
4. Initiation into an honorary professional society.
5. Service on a curriculum study committee.
6. Extensive professional assistance to the Administration.
7. Author of an article relating to educational matters published in a professional publication devoted to educational matters.
8. Satisfactorily conducting a prolonged experimental method of teaching approved by the Superintendent.

9. Other activities deemed appropriate by the School Committee.

Teachers desiring recognition credits shall upon completion of an activity, submit a written request for the same to the School Committee which request shall include the number of recognition credits requested, together with a detailed written report describing the nature and extent of the activity, the extent the activity engendered or contributed to the professional improvement of the teacher and such other facts as the teacher deems relevant to the teacher's request.

The School Committee shall determine whether any recognition credits are to be granted and if recognition credits are to be granted, the number to be granted. The decision of the School Committee shall not be subject to Article 4.

- 5.9 Superintendent may but need not assign members of the unit described in Article 2 to those positions provided for in Exhibit C and in Exhibit E except for those positions which pursuant to the provisions of Massachusetts General Laws, Chapter 71, Section 59B, a principal, subject to the review and prior approval by the Superintendent, may hire. The appropriate Principal may but need not assign members of the unit described in Article 2 to those positions provided for in Exhibit C, which such Principal may, subject to the review and prior approval of the Superintendent, hire pursuant to the provisions of Massachusetts General Laws, Chapter 71, Section 59B. If a member of said unit is so assigned and accepts such assignment (a teacher need not accept), the member shall receive as compensation the amount determined in accordance with the provisions of Exhibit C or Exhibit E, as the case may be. Nothing in this agreement shall be construed as (1) requiring the District to establish or maintain any position referred to in Exhibit C or in Exhibit E, or (2) precluding the District from adding any other similar positions, or (3) requiring the Superintendent or a principal to assign or reassign members of the unit to the positions generally referred to in Exhibit C and Exhibit E, or (4) defining the nature, extent and specifics of the duties and the positions generally referred to in Exhibit C and Exhibit E. It is agreed that the satisfactory performance of those duties generally referred to in Exhibit C and Exhibit E may entail work beyond the "work day" defined in Article 6.

Before undertaking to assign or reassign any person to a position described in Exhibit E, the Superintendent shall, at least 10 calendar days prior to the date upon which such assignment or reassignment is contemplated, post upon one or more of those bulletin boards referred to in Article 9 a notice designating the positions involved. Applications for such positions shall be accepted from both members and non-members of the aforesaid unit. The District agrees that the Superintendent or appropriate Principal shall, in selecting an applicant, consider the background, attainments and experience of each applicant, together with such other factors he/she shall deem to be relevant. If, in the judgment of the Superintendent or such principal, the background, attainments and experience of the applicants deemed by him/her to be most qualified are, in his/her opinion, substantially equal, he/she will give preference to an applicant who is a member of the aforesaid unit unless, in the opinion of the Superintendent or such principal the grant of such preference shall not be in the best interests of the school system. The decision of the Superintendent or such principal shall not be subject to Article 4.

An appointment to a position provided for in Exhibit C or Exhibit E shall be made annually and for a term of one "work year." A teacher so appointed shall not be removed from such appointed position during the term of his/her appointment without just cause.

If the District changes the nature, extent and specifics of the duties of those positions mentioned in Exhibit E, a temporary criterion rate for such position shall be established by the District and the District may then proceed to post and fill the position. The District and

Association will meet to establish the final criterion rate. Upon establishment of the final criterion rate by the District and Association, the District agrees to pay, retroactively if necessary, such amount to the appointee.

- 5.10 Salaries shall be paid to nurses in accordance with Exhibit F.
- 5.11 The salary of part-time professional employees who are members of the unit shall be calculated by multiplying the rate set forth in Exhibit B, at such employee's appropriate horizontal and vertical level by the employee's prorated portion of service.
- 5.12 Any employee hired on or after August 28, 2011 will be required to receive his/her compensation through direct deposit.
- 5.13 Effective July 1, 2012, the following shall apply:

By not later than September 27, 2012, for the 2012-2013 contract year, and in subsequent contract years by not later than the date of the final paycheck due for the month of September, each member of the Bargaining Unit shall be sent formal notice by the Superintendent of Schools or her/his designee, said notice to state what CBRSD considers to be that Bargaining Unit member's step and column for the contract year, and also the contractual compensation for that contract year that CBRSD believes is owed to that Bargaining Unit member solely for that specific step and column placement in that contract year;

Compensation that a member of the Bargaining Unit is owed under the Parties' Agreement that in error has not been paid to said CBRSD employee may be recovered by that member, but only retroactive to the start of the fiscal year in which the error is reported in writing to CBRSD; and

Compensation that in error has been paid to a member of the Bargaining Unit in excess what that member is owed under the Parties' Agreement may be recovered by CBRSD, but only retroactive to the start of the fiscal year in which in which CBRSD discovers the error and reports it in writing to the member.

Effective July 1, 2012, the terms set forth in subsections above, shall pertain to health insurance premium payments owed upon or after retirement by a current employee of CBRSD who is a member of the Bargaining Unit and who remains a member of the Bargaining Unit up until the time she/he retires. As used in this subsection the term "current employee" shall mean a person who is a member of Bargaining Unit on June 20, 2012.

## ARTICLE 6

### TEACHING HOURS AND TEACHING LOAD

- 6.1 The regular workday for classroom teachers will begin at the time assigned to each teacher by the Principal (if the teacher is directly responsible to more than one principal, then by the Superintendent) and be for the various schools for the length of a regular workday set forth in Exhibit A. The regular workday may be modified by the Superintendent. However, except as hereinafter provided, no such modification shall increase the length of a teacher's regular workday beyond that specified in Exhibit A for the school to which the teacher is assigned. The District's anticipated starting time for commencement of classes for the various schools, if such

schools are utilized, is set forth in Exhibit A attached. Teachers may, from time to time, be excused earlier at the discretion of the principal.

- 6.2 Unit members other than classroom teachers will work at their assigned tasks for at least the length of the regular teacher's workday. It is recognized that the proper performance of their duties may require those parties to work longer than the regular workday of classroom teachers.
- 6.3 Commencing with the 2016-2017 school year, the first workday for teachers will be no more than one (1) calendar week prior to Labor Day. Teachers shall report two working days prior to the day students report (note: one-half day shall be devoted to the teacher evaluation system, including goal setting). The work year shall be no more than four days beyond the number of days pupils are required to be in attendance by the School Committee and will terminate not later than June 30<sup>th</sup>. The last day of the work year shall be used as a "check out" day for each teacher's respective duties. The teacher may leave on "check out day" after completing all duties and signing out with the Principal. In addition, up to one (1) additional day of orientation and training may be required of any newly hired member of the bargaining unit, which will be considered a part of the member's regular work year and salary.
- 6.4 Teachers, except those whose regular work schedule is less than one-half of the work schedule of full-time teachers (see below), shall be assigned one preparation period with no duty assigned per day for the preparation of instruction, except that the principal of the high school may choose not to provide one or more regular education teachers with a daily preparation period with no duty assigned for the preparation of instruction and give such teacher instruction or other classroom assignment provided, however, each regular education classroom teacher so deprived of such no duty assigned preparation period shall be paid \$25 for each such lost no duty assigned preparation period. Teachers whose regular work day is less than one-half of the work schedule of full-time teachers shall be assigned preparation time commensurate with employment pro-rated by the minute.
- 6.5 Preparation period with no duty assignment for specialists, except specialists whose regular work day is less than one-half of the work schedule of full-time specialists, shall be 200 minutes per full work week as scheduled by the Superintendent and need not be daily or consecutive. Preparation time, per week, for part-time teachers shall be 200 minutes multiplied by such part-time teacher's full-time equivalency and such preparation time shall be as scheduled by the Superintendent or his/her designee and need not be daily or consecutive. The full-time equivalency of part-time teachers shall be determined without regard to preparation time.
- 6.6 If a secondary teacher, through the Association, accepts a request to teach more than two (2) license areas or more than a total of three (3) teaching preparations within said license areas during any semester, said teacher will receive an additional \$3,500 per semester. In regard to employees hired on or after July 1, 2015, the preceding sentence shall not apply. Instead, if a secondary teacher, through the Association, accepts a request to teach more than two (2) license areas during any semester, said teacher will receive an additional \$3,500 per semester. This will not result in the layoff of any teachers. The CBRSD shall provide the CBEA with the request of the additional assignment along with any rationale. The CBEA, in consultation with the affected teacher, may accept or decline the request. Teachers without professional teacher status shall not be eligible to increase their teaching load beyond the normal work load which is no more than two (2) license areas or more than a total of three (3) teaching preparations within said license areas during any semester.

- 6.7 Principals shall assign cafeteria duty equitably among those teachers whose schedules permit such assignment. High School and Middle School principals shall assign detention duty to teachers, excluding certain specialists, consistent with past practice, so that all teachers supervise detention approximately the same number of times each school year.
- 6.8 Teacher attendance at afternoon meetings called by the Administration will be compulsory. The length of such meetings will be one hour. Teachers will be given 24-hour notice before such meetings. Ordinarily, not more than two (2) afternoon meetings will be required per month, except under extenuating circumstances. In addition, teachers may be required to participate in one (1) annual open house program in the evening, and one (1) evening of parent-teacher conferences.
- 6.9 Each teacher, except a teacher whose regular schedule is less than one-half of the work schedule of full-time teachers, will have a duty-free lunch period of 30 minutes.
- 6.10 The number of days students are required to be in attendance at school shall, from time to time, be established by the Committee. Notwithstanding the provisions of paragraph 6.1 above, if the Department of Education for the Commonwealth of Massachusetts continues to maintain parameters for the attendance of students at school, the Committee will establish the number of days students are required to be in attendance at school within such parameters and the Committee in so establishing the number of days students are required to be in attendance at school may from time to time lengthen and otherwise modify the "workday."
- 6.11 The School Committee recognizes that class size and total number of students assigned to a teacher are important factors in good education and will, subject to the nature of the class, the availability of personnel, space and budgetary constraints, establish the size of each class and the total number of students assigned to each teacher within the District.

Any dispute arising under this article as to the size of a particular class or the total number of students assigned to a teacher shall be submitted to a committee of two (2) persons appointed by the School Committee and two (2) teachers appointed by the Association, and one (1) person appointed by the School Council for the school building involved who is a public representative which will consider the position of each side and issue a final and binding determination. Such Class Size Committee shall be bound by budgetary constraints, nature of the class, and availability of personnel and space. All proceedings except for the votes of the Class Size Committee shall be public. The Class Size Committee shall issue a written decision which sets forth the facts found by the Class Size Committee and the reasons for its decision and shall render no decision which will increase the School Committee's expenditures unless the School Committee has sufficient identifiable funds in the budget to cover such increase in expenditure without affecting any aspect of the operation of the District as planned by the School Committee.

The School Committee may elect not to implement the Class Size Committee decision, in which event the Association may grieve the School Committee's action by proceeding with arbitration at Step Four of Article 4 by filing a claim for arbitration with the American Arbitration Association within 30 days of the School Committee's vote electing not to implement the Class Size Committee's decision. The only issue before the arbitrator will be whether School Committee had at the time it voted not to implement Class Size Committee's decision sufficient identifiable funds in the budget to cover such increase in expenditure without affecting any aspect of the operation of the District as planned by the School Committee.

- 6.12 Principals may assign teachers to supervise students for a period of time, not exceeding 30 minutes, preceding the commencement of the regular workday for classroom teachers for the school in question. Such assignment shall be made first among those teachers whose schedules permit such assignment and who have volunteered to do such supervision and then among non-volunteers. Non-volunteers shall supervise students during that period of the day approximately the same number of times each school year, except that a principal may exclude one or more teachers from such supervision because of the number and nature of such teacher's assignments and size of class. Any volunteer or non-volunteer shall be allowed time off of equal duration for early departure on that day.
- 6.13 Teachers who have an open period, in addition to a preparation period with no duty assignment for the preparation of instruction, may from time to time be required to perform during such open period individual tutoring, group tutoring or other educational activities. K-5 elementary teachers will have a daily period which involves instructional activities during the lunch recess break. Effective August 31, 2016, any K-5 elementary teachers, with the exception of general education K-5 classroom teachers, can be assigned a duty during the lunch recess each day provided they are not otherwise scheduled. These activities may include but need not be confined to direct instruction to individual students, assistance with homework and make-up work due to absence, assistance to those students who have received failing or low performance scores in the MCAS test, conferencing time, instruction set up time, and disciplining.
- 6.14 The District may from time to time restructure teacher and school schedules, provided always, that the length of the regular work day and work year shall not exceed that permitted by paragraph 6.3 and Exhibit A.
- 6.15 The District may continue to offer the Virtual High School program at Nessacus Regional Middle School and Wahconah High School. Each VHS site coordinator will receive \$3,500 per year, and will be assigned no more than fifty (50) students per semester. VHS site coordinator positions will be posted on an annual basis. Staff will be notified of VHS teaching opportunities. VHS courses will be considered 0.2 of a teacher's schedule, and no more than twenty-five (25) students will be assigned to each class per semester. A paraprofessional may or may not be assigned, at the discretion of administration, to assist teachers who perform VHS site coordinator duties and/or teach VHS courses at Nessacus Middle School. If a paraprofessional is not assigned, the teacher may close the library while teaching the VHS class.

## ARTICLE 7

### TRANSFERS, ASSIGNMENTS, VACANCIES AND PROMOTIONS

- 7.1 Involuntary Transfer or Change of Assignment. Whenever the Superintendent contemplates the transfer of a teacher or the change of assignment of a teacher, he shall, at least ten calendar days prior to the effective date of such transfer or change of assignment, give to the teacher written notice of the contemplated transfer or change of assignment. The teacher or Association may, within those five days immediately after the receipt of said notice, request in writing of the Superintendent a conference to discuss such transfer or change of assignment. The Superintendent shall, upon receipt of such written request from teacher and within those three days immediately after the receipt of such request, confer with the teacher. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article 4.

- 7.2 Voluntary Transfer or Change of Assignment. Whenever a teacher wishes a transfer or change in assignment (involving a transfer or assignment to an "open position"), he shall make application therefor. Said application shall be in writing, addressed and delivered to the Superintendent and the principal(s) of the building(s) involved, and shall set forth the transfer or change of assignment sought and the reasons therefor. If the grant of the requested transfer or change of assignment shall not, either directly or indirectly, cause the transfer or change of assignment of a teacher other than applicant, the Superintendent shall within the ten calendar days immediately after the date of the receipt of said application, advise the teacher of his decision. If the grant of the applied for transfer or change of assignment shall, either directly or indirectly, cause the transfer or change of assignment of a teacher other than the applicant, the Superintendent shall advise the applicant teacher of his decision within ten days after having complied with the provisions of the first paragraph of this Article. The decision of the Superintendent to grant or deny an application for transfer or change of assignment made under this paragraph shall not be subject to the provisions of Article 4.
- 7.3 Promotions. Whenever a vacancy in a professional position other than Superintendent or Assistant Superintendent occurs, the Superintendent shall, as soon as practicable, post a notice of the vacancy upon one or more of those bulletin boards referred to in Article 9, and cause the same to be posted on the District's website. Notwithstanding the foregoing, the Superintendent need not post a vacancy for positions within the administrative unit which anticipates a transfer of administrative personnel. Such notice shall set forth the minimum qualifications for the position, its duties, anticipated range of compensation to be paid and the date the Superintendent expects the vacancy to be filled. Applications for such positions shall be accepted from professional personnel within and without the school system. The Superintendent agrees that he/she shall, in selecting an applicant, consider the professional background, attainments and experience of each applicant, together with such other factors as he/she shall deem to be relevant. If, in the judgment of the Superintendent, the professional background, attainments and experience of the applicants deemed by him/her to be most qualified are, in his/her opinion, substantially equal, he/she will give preference to an applicant then currently employed by the District, unless, in his/her opinion, the grant of such preference shall not be in the best interest of the school district. The decision of the Superintendent shall not be subject to Article 4. However, in the event that it appears to the Superintendent that he/she has a preference for employment of an applicant from without the school system, the Superintendent shall promptly notify, in writing, each applicant from within the school system of the expression of such preference. Within the three days immediately after the date of such written notice, an applicant from within the school system may request in writing, to personally meet to confer with the Superintendent. Such request shall be granted before an applicant from without the school system is employed.
- 7.4 Teacher Assignment. On or before June 15, there shall be delivered to any teacher whose assignment is going to change for the ensuing year the "teacher assignment" which pertains to that year. The District retains the right to change an assignment between June 15 and the commencement of the school year to which it pertains. In that instance the District shall cause to be delivered to such teacher a "teacher assignment". The District shall not change a teacher's "teacher assignment" or "transfer" a teacher after the commencement of the school year to which it pertains without the consent of such teacher, except upon the death, leave of absence, retirement or resignation of a teacher or upon a change in student enrollment from that projected as of that June 15 immediately prior to the school year in question. Whenever the District contemplates a change of a teacher's "teacher assignment" or "transfer" of a teacher after the commencement of the school year to which it pertains without the consent of such teacher, the provisions of paragraph 7.1 of this article shall apply.

- 7.5 Posting of Open Position. If prior to May 1 of any calendar year the Superintendent believes that there shall exist at the commencement of the next school year an "open position" within this unit which the District may fill, it shall not later than said May 1, post a notice thereof upon those bulletin boards referred to in Article 9.

## ARTICLE 8

### PROFESSIONAL DEVELOPMENT

- 8.1 The District shall conduct or cause to be conducted at least one conference, seminar, lecture, workshop or similar program (hereinafter referred to as "inservice program") per work year for the purpose of engendering and fostering the professional improvement of the teacher. The entire cost of such inservice program shall be borne by the District. Professional development courses will be designed and from time to time revised to meet the professional development needs of the District and the curriculum frameworks and other skills required to implement the Massachusetts Department of Education Statewide Plan for Professional Development, the Central Berkshire Regional School District Plan for Professional Development including individual school plans and the individual staff members professional development plan.
- 8.1.1 Notwithstanding any provisions in 8.1, teacher attendance at such inservice programs shall be mandatory if the District so designates, provided always that if such inservice program is designed attendance mandatory, such program shall be held on a work day.
- 8.2 In order to recognize the overlapping and different needs of preservice, beginning-year, and veteran educators, the District will pay the reasonable cost and expenses, including fees, meals, lodging and transportation for workshops, seminars, conferences, and other professional sessions. Teachers applying for approval for professional development offerings that fall into one of these categories which are scheduled for fewer than ten hours shall include in their pre-approval request a description of the independent work that will be done as a follow-up activity that will bring the teacher's participation to the minimum ten-hour requirement. Such activities may include a paper describing the way in which the teacher will incorporate knowledge gained in the activity in the classroom, a copy of the actual unit, or a plan to share learning with other staff members through a presentation. PDP points and reimbursement shall be conferred by the District at the completion of those activities once the document is received and approved. Unit members shall submit requests for approval to the Superintendent or his/her designee. When granting requests under this paragraph, the Superintendent or his/her designee shall give preference to unit members making a first request. Unit members who seek approval for a second or subsequent workshop, seminar, conference and other professional session, during any work year, must submit such requests to the Superintendent or his/her designee. The decision of the Superintendent or his/her designee shall be final and shall not be subject to the provisions of Article 4. Approved requests pursuant to this paragraph shall not exceed, during any fiscal year, the identifiable funds in the budget allocated for workshops, seminars, conferences and other professional sessions or a maximum of one-quarter of the total funds allocated for professional development under Article 8.3, unless additional funds are made available through grants.
- 8.3 During the term of this agreement, a unit member shall be allowed two (2) college courses per fiscal year, at the District's expense with prior approval from the Superintendent. The District agrees to reimburse a unit member up to a maximum aggregate total of \$1,000 for his/her two (2) college courses in each fiscal year of this contract, so long as the member receives a minimum of B minus or Pass in courses offered on a "Pass/Fail" basis in said course, for tuition, fees and books. A unit member shall submit a written request for reimbursement with

evidence of payment, along with official evidence of grade (transcript), to the District within the fiscal year in which the course reimbursement will be made. Reimbursement shall be paid in the order the taking of a course was approved pursuant to Section 5.7 by the Superintendent, up to an aggregate maximum for all unit members of \$48,000 per fiscal year and the remainder, if any, shall not be reimbursed. An example of the form that shall be used for prior approval of such courses can be found in Exhibit H.

- 8.4 The Association and the District shall encourage teachers to participate in committees formed to design professional development programs, inservice programs and course of study programs for individuals, for particular schools and for the District.
- 8.5 Teachers' eligibility for being awarded Professional Development Points (PDPs), which are accumulated by teachers holding professional licensure for their five-year recertification, shall be determined in accordance with regulations and guidelines issued by the Department of Elementary and Secondary Education.

## ARTICLE 9

### TEACHER FACILITIES

- 9.1 The following facilities will be maintained:
  - 9.1.1 Space in which teachers may safely store instructional materials and supplies.
  - 9.1.2 A serviceable desk, chair and filing cabinet for each teacher.
  - 9.1.3 An adequate portion of the parking lot at each school will be reserved for teacher parking.
  - 9.1.4 One bulletin board in each school for the purpose of displaying notices, circulars and Association material.
  - 9.1.5 Access to a serviceable computer.
- 9.2 Each school will have the following facilities to the extent that providing same is both physically and economically feasible except that to the extent such facilities are presently provided, they are to be maintained:
  - 9.2.1 A teacher work area, containing equipment and supplies to aid in the preparation of instructional materials.
  - 9.2.2 An appropriately furnished room to be reserved for the exclusive use of the teachers and professional staff as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
  - 9.2.3 A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room.
  - 9.2.4 A separate, private dining area for the exclusive use of the teachers.
  - 9.2.5 A communication system so that a teacher can communicate with the principal's office from the teacher's classroom.

## ARTICLE 10

### ALTERATION OR AMENDMENT OF AGREEMENT

- 10.1 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 waive 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.
- 10.2 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.
- 10.3 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 party may submit such proposal, in writing, to the other party and request a meeting and said meeting shall not be unreasonably denied.
- 10.4 Upon approval by their two constituencies, the Chairperson of the School Committee and the President or Executive Secretary of the Association will sign the agreement.

## ARTICLE 11

### TEMPORARY LEAVES OF ABSENCE

- 11.1 The Superintendent or his/her designee 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 or his/her designee shall be conclusive and his/her decision shall not be subject to grievance or arbitration):
  - 11.1.1 For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent or his/her designee and then only for a period of not in excess of one day.
  - 11.1.2 For the purposes of attending conventions, seminars and conferences, provided request is made to the Superintendent or his/her designee in writing at least ten days before the commencement of the time of the requested absence.
  - 11.1.3 For reasons approved in writing by Superintendent or his/her designee or the Committee.
- 11.2 Teachers shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the following terms and conditions:

- 11.2.1 In the event of the death of the husband, wife, parent, sibling or child of the teacher, for a period not in excess of five calendar days. Such leave is to be used within 30 days immediately following the date of death except that where interment is delayed, any one or more of said days may be used to attend the interment and related services.
- 11.2.2 In the event of the death of the teacher's grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, uncle, aunt, niece or nephew, for a period not in excess of three calendar days. Such leave is to be used within 30 days immediately following the date of death except that where interment is delayed, any one or more of said days may be used to attend the interment and related services. Upon the teacher's request the Superintendent may, but need not, extend leave under 11.2.2 up to two additional days. Said two days shall be taken from the teacher's accumulated sick days. The decision of the Superintendent shall not be subject to Article 4.
- 11.2.3 For religious, personal, legal, business, household or family matters, for a period not in excess of three calendar days provided teacher gives the Principal (if the teacher is directly responsible to more than one Principal, then to the Superintendent) at least 24 hours' written notice in advance (except in case of emergency) and further provided that if more than 10% of the teachers at any school request such leave for a given day or days, the Principal or the Superintendent, as the case may be, may deny the request of one or more teachers, if the leave of such teacher or teachers will cause more than 10% of the teachers at any school to be absent. The granting of such leave shall be in the order in which written requests for such leave are received by the Principal (if the teacher is directly responsible to more than one Principal then to the Superintendent) provided always that he shall not deny such leave to a teacher if the religious convictions of the teacher prohibit such teacher from working on the day in question.
- All unused personal days referred to in Article 11.2.3 shall be reimbursed to a teacher at the rate of \$40/day upon application for payment submitted to the Business office on or before June 30. If an application is not so submitted, unused personal days will be accumulated toward sick leave.
- 11.2.4 For attendance at legal proceedings, including administrative hearings, provided such attendance is at the request of the Superintendent.
- 11.2.5 For attendance at legal proceedings, including administrative hearings, for which legal proceedings the District under Article 17 hereof provides or pays for teacher's legal counsel.
- 11.2.6 One day for the purpose of visiting other schools, or attending meetings or conferences of an educational nature.
- 11.2.7 Time necessary, but not in excess of two days, for up to six Association members to attend Massachusetts Teachers Association and National Education Association conferences and conventions.
- 11.2.8 Jury Duty.
- 11.3 The Committee may but need not grant temporary leaves of absence to teachers for the following reasons upon the terms and conditions set forth below and such further terms and conditions as Committee may determine, and the grant, denial and imposition of terms and

conditions by Committee with respect to such leave shall be conclusive and shall not be subject to grievance or arbitration:

11.3.1 For sabbatical leave. With respect to leave under this paragraph, the teacher must submit an application of intent to seek such leave to the Superintendent on or before 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 Committee to deliberatively review and act upon such request. The applicant will be notified in writing by December 1, that his application has been approved or denied. If granted, teacher must formally notify the Committee in writing by March 1 of the year in which the sabbatical is desired if he intends to take such a sabbatical. Teachers will be compensated at the rate of two-thirds of their regular teaching or administrative salary in effect at the time of the sabbatical. A teacher taking a sabbatical will be under obligation to return the following year to the Central Berkshire Regional School District as stated in Chapter 71, Section 41A of the General Laws.

11.3.2 For such other reasons as Committee deems appropriate, the grant of which shall not be deemed to be a precedent with respect to subsequent requests for leave.

11.4 The Superintendent shall grant temporary leaves of absence for the following reasons upon the terms and conditions set forth below in paragraph 8:

11.4.1 For the purpose of engaging in an elected position in a professional association such as the Massachusetts Teachers Association or the National Education Association.

11.4.2 To serve in the Peace Corps.

11.4.3 To serve as an Exchange Teacher.

11.4.4 To serve in public office.

11.4.5 To serve in the military.

11.4.6 For post-natal care of the teacher's infant.

11.4.7 To care for a sick member of the teacher's immediate family.

11.4.8 a. Leave shall be without pay and insurance benefits. However, to the extent permitted by the District's insurance carrier, teacher may maintain the insurance benefits upon full payment of the cost of the same to the District.

b. Leaves shall be for an entire "work year" and shall be for not more than two "work years" except that:

(1) Leaves granted under subparagraphs 11.4.1 and 11.4.4 shall commence not later than the commencement of the term of office and expire at the beginning of the "work year" next following the expiration of the teacher's first term of office.

(2) Leaves under subparagraph 11.4.6 shall commence at the expiration of teacher's leave taken under Article 12.4, or the birth of the child or at the expiration of any statutory maternity leave a teacher is entitled to take, whichever is the later, and shall expire, at the option of the teacher, at

either the end of the "work year" in which the leave commenced or at the end of the next succeeding "work year." The teacher shall deliver written notice to the Superintendent no later than April 1<sup>st</sup> of the applicable year, informing the Superintendent that the teacher elects either to return to work at the beginning of the next school year or elects to continue on leave to the end of the next school year. Failure to do so by the prescribed date will mean the teacher elects to stay out the second year. Teachers are not entitled to successive leaves for the same purpose, unless the leave is taken as per sections 11.4.6 and 11.4.8.b(2).

- (3) Leaves granted under subparagraph 11.4.7 shall be for not more than one year and if commenced during a "work year" terminate at the beginning of the next succeeding "work year."
- c. Teacher irrevocably notifies the Superintendent in writing 30 days in advance of teacher's intention to take a leave hereunder and specifies the subparagraph under which the leave is to be taken, the date the leave is to commence and the date the teacher will return to the District's employ.
- d. Teacher must reaffirm in writing within that period between January 1 and March 1 of that calendar year in which the teacher intends to return to the District's employ of the teacher's intention to return to the employ of the District.
- e. Teachers are not entitled to successive leaves for the same purpose, unless the leave is taken as per section 11.4.6 and 11.4.8.b(2).

## ARTICLE 12

### SICK LEAVE

- 12.1 A teacher shall be credited with ten (10) days of individual sick leave during each work year of employment to be used for the illness of the teacher, which shall accumulate from year to year up to an unlimited amount. A teacher, upon request, shall receive an account of such teacher's accumulated sick leave.

In addition, a teacher shall be credited with five (5) days of family sick leave during each work year for rendering necessary care or comfort to an ill member of the teacher's family (teacher's spouse, child, parent, sibling, grandchild, current in-laws and persons living within the teacher's household). A teacher's unused family sick days do not accumulate.

In any given year, if a teacher exhausts the five (5) days allocated for family care, a teacher may use any of the ten (10) days annually allocated for individual sick leave for rendering care or comfort to an ill member of the teacher's family, as defined above. If a teacher does not utilize all of the five (5) days allocated for family care, and should the teacher utilize all of their annually allocated ten (10) days of personal sick leave, then the teacher may utilize any of the remaining five (5) days allocated for family care for their own illness.

A teacher may not use any accumulated sick days beyond his/her annual combined fifteen (15) day credit for the purpose of rendering necessary care or comfort to an ill member of the teacher's family, but the teacher may use accumulated sick leave beyond his/her annual combined fifteen (15) day credit for their own individual illness as per Articles 12 and 22.

- 12.2 Accumulated sick leave may be used for the purposes of illness only, and in the event of the absence of a teacher because of illness for more than five cumulative days in any work year, the teacher shall, upon request of the Superintendent or Principal, submit to the Superintendent or Principal making the request a certificate of a duly practicing physician substantiating such illness. District will, if it requests a certificate, pay for the physician fee for the same unless the teacher has seen a physician for the illness in question. The Superintendent may challenge an individual's use of sick leave if the day requested precedes or follows a vacation. The Superintendent may also challenge an individual's use of sick leave if a pattern exists where an individual consistently uses sick leave to extend weekends as well.
- 12.3 Further leave for reasons of illness may but need not be granted by the Superintendent upon such terms and conditions as the Superintendent shall unilaterally determine. The grant or denial of such leave and the terms and conditions thereof shall not be subject to the provisions of Article 4.
- 12.4 The absence of a teacher for reasons of pregnancy and delivery of a child (not post-natal care of child) shall be deemed to be absence because of illness, and the right to leave of absence therefor shall be determined by the provisions of this article.

### ARTICLE 13

#### CURRICULUM PROJECT COMMITTEE AND POSITIONS IN SUMMER AND EVENING SCHOOLS

- 13.1.1 To encourage teacher participation in curriculum development projects, the School Committee agrees to establish a Curriculum Project Committee consisting of three administrators, appointed by the School Committee, and three teachers, appointed by the Association. The function of the Curriculum Project Committee is to study, review and make recommendations to the School Committee on proposals for curriculum development and instructional improvement submitted to the Curriculum Project Committee. All projects approved by the School Committee shall be completed and submitted to the School Committee by the completion date set forth in the approved proposal.  
  
All such proposals must be in a form and contain such information as the Curriculum Project Committee requests and must be submitted to the Curriculum Project Committee eight weeks prior to the anticipated beginning date of the project except that projects to be done during the summer must be presented to the Curriculum Project Committee by March 31 of each year. The School Committee shall consider the recommendations of the Curriculum Project Committee and shall take such action as it deems appropriate, which action shall not be subject to the provisions of Article 4.
- 13.1.2 The School Committee may disseminate within the Central Berkshire Regional District and use a completed project. Project proposals may contain cost and personnel estimates anticipated for dissemination and use of a completed project.
- 13.2 All openings for positions in summer school and evening adult education programs shall be publicized by Superintendent so that teachers and persons from both within and without the school system may apply for such positions. The District is under no obligation to give employment preference to regularly employed teachers and expressly reserves the right to make the ultimate decision with respect to who is to be appointed to such positions and the compensation to be paid persons who are not unit members. The decision with respect to the teachers and persons appointed and compensation to persons who are not unit members shall not be subject to either grievance or arbitration.

## ARTICLE 14

### USE OF SCHOOL FACILITIES

The District shall without charge permit the Association, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Association.

## ARTICLE 15

### INJURY IN THE COURSE OF EMPLOYMENT

- 15.1 If a teacher, because of injury sustained in the course of and arising out of teacher's employment by District, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the District shall pay to such teacher each pay period so long as such teacher is receiving benefits under said Section 34, an amount equal to the difference between the teacher's salary at the time of such injury and amount of weekly indemnity being received by the teacher. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such teacher's accumulated sick leave days by such teacher's per diem rate. (Total amount payable = number of teacher's accumulated sick days x teacher's per diem rate.) The number of accumulated sick leave days available to the teacher shall be reduced by an amount equal to the total sum paid to teacher under this article divided by the teacher's per diem rate. (# that accumulated sick days is to be reduced by = total sum paid to teacher divided by teacher's per diem rate.)
- 15.2 If the illness or injury of a teacher comes within the purview of both this article and Article 12, it shall be deemed to come within the purview of this article, and such teacher shall not be paid any benefits pursuant to Article 12 for such illness or injury, except as is provided in the preceding paragraph.

## ARTICLE 16

### INSURANCE

- 16.1 The District will pay eighty-five percent (85%) of the premium cost for a \$10,000 group term insurance plan insuring the life of each eligible teacher.
- 16.2.1 The District and employees will make contributions toward health insurance coverage in accordance with the percentages listed in the Memorandum of Agreement entered into with the Public Employee Committee (PEC). As stated in said Memorandum of Agreement, after June 30, 2015, the School Committee and/or the Association may negotiate contribution ratios which differ from the ratios listed in said Memorandum of Agreement.
- 16.2.2 The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each such plan, the percentage the District will pay and the amount a teacher will have to pay for such plan.
- 16.3 If two or more employees belong to a single-family unit, both of whom are eligible for coverage under paragraph 16.1 or 16.2.1 above, both employees may, at their option, have their entitlement applied toward the cost of the same single-family unit hospital and surgical benefit

plan or HMO plan or PPO plan or POS plan, in which event the District will pay 99% of the amount determined under paragraph 16.1 and 16.2.1 of one of the foregoing or both employees may select individual coverage in which event the District will pay the amount for the individual coverage for each teacher determined under paragraph 16.1 and 16.2.1.

Effective October 1, 2008, the contribution rate splits under this paragraph for married employees who take coverage as a single-family unit shall become ninety/ten with ninety percent (90%) of the contribution rate being paid by the employer and ten percent (10%) being paid by the employee under whose name the coverage is listed. This benefit shall only exist for employees who have both been employed by the District on or before August 1, 2008, have been married to each other since on or before August 1, 2008, and are already receiving the benefit under this paragraph on that date. No other persons shall be able to access this health insurance benefit program.

- 16.4 The District will pay 50% of the cost of dental benefit plan with benefits substantially equivalent to those benefits provided by Delta Dental on the date of this agreement.
- 16.5 Each teacher, as a condition of the District paying for a portion of hospital and surgical benefit plan or HMO plan or PPO plan or POS plan or Delta Dental plan shall from time to time as requested by the District provide the District with written statement of such teacher's health and surgical coverage, HMO benefits and PPO benefits and POS benefits and dental benefits from all sources and provide such identifying information about the same as the District shall request.
- 16.6 Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any hospital or surgical benefit plan or HMO plan, PPO plan, POS plan if the teacher is covered by hospitalization and surgical coverage or HMO coverage, or PPO coverage or POS coverage through his/her spouse.
- 16.7 Teachers shall be eligible to participate in a "tax-sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.
- 16.8 A Cafeteria Plan under internal Revenue Code Section 125 will be offered to teachers commencing with the 2004-2005 work year.
- 16.9 The District will provide health insurance to the bargaining unit members in accordance with the Memorandum of Agreement entered into with the Public Employee Committee (PEC). The Association understands that the plans and/or co-payments may change consistent with Massachusetts law and regulations in accordance with the terms of the Memorandum of Agreement entered into with the PEC or subsequent Memorandums of Agreement.

## ARTICLE 17

### PROTECTION

The District agrees to indemnify teachers from personal financial loss and expenses, including legal fees and costs, if any, as provided and to the extent permitted under Massachusetts General Laws, Chapter 258, Section 9.

ARTICLE 18

DUES DEDUCTION

- 18.1 The District agrees to deduct from the salaries of its employees membership dues for the Central Berkshire Education Association, the Massachusetts Teachers Association, the National Education Association or any one of said associations as said teachers individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to the Central Berkshire Education Association. Teacher authorization will be in writing in the form set forth below:

Dues Authorization Card

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Central Berkshire Regional School District to deduct membership dues for each of the associations named below in such amount as are from time-to-time certified by the Central Berkshire Education Association to the District in 20 equal payments over the remainder of the school year and for succeeding school years, and transmit the amount deducted to the Central Berkshire Education Association. I understand that the District will discontinue such deductions for any school year only if I notify the District in writing to do so not later than 60 days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the District and all of its officers from any liability therefor.

Teacher organizations:

\_\_\_\_\_ Central Berkshire Education Association  
\_\_\_\_\_ Massachusetts Education Association  
\_\_\_\_\_ National Education Association

Dated: \_\_\_\_\_

\_\_\_\_\_  
Teacher's Signature

- 18.2 Each of the associations named in paragraph A above will certify to the District in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the Superintendent 30 days' written notice prior to the effective date of such change.
- 18.3 Agency Fee: Effective September 1, 2010, as a condition of employment during the life of this agreement, every member of the bargaining unit who is not also a member of the Central Berkshire Education Association shall pay or, by payroll deduction, shall have agreed to pay the Association an agency service fee in the amount permitted by law.

## ARTICLE 19

### SALARY DEDUCTIONS

The District agrees to deduct from the salaries of its employees such sums as shall be authorized by the employees, upon forms satisfactory to the District, for United Way donations, group insurance payments, credit union payments, and payments for "tax-sheltered" annuity established pursuant to United States Public Law No. 87-370.

## ARTICLE 20

### SUBSTITUTE TEACHERS

- 20.1 In the event that a classroom teacher is absent, the District will make a reasonable effort to provide a certified substitute teacher and if a certified teacher is not available, the District will make a reasonable effort to provide a non-certified person.
- 20.2 No teacher will be required to arrange for teacher's own substitute.

## ARTICLE 21

### UTILIZATION OF SANCTIONS BY TEACHERS

The Association agrees that during the term of this agreement it shall not foster, participate or encourage, either directly or indirectly, any strike, slowdown, walkout or similar activity which is disruptive of the affairs of the District or of the educational process.

## ARTICLE 22

### RETIREMENT BENEFITS

- 22.1 If a teacher irrevocably notifies the Superintendent in writing of the teacher's retirement by February 1 prior to the effective date of the teacher's retirement, the District shall pay to a teacher who has been employed by the District or its predecessor system for not less than 10 years a sum determined by multiplying the number of such teacher's accumulated unused sick and personal days on the date of the teacher's retirement in excess of 75 days by the following amounts:
- \$60 per day.
- Unused sick days accumulated at times when the teacher worked less than full time shall be calculated at full-time equivalency. In the event the teacher dies prior to being paid the aforesaid sum, such amount shall be paid to such teacher's estate. The School Committee may grant retirement upon lesser notice.
- 22.2 The Superintendent may at any time upon request of a teacher, allow a teacher to withdraw a notice of retirement in the event of hardship affecting the teacher.

## ARTICLE 23

### NON-TEACHING DUTIES

- 23.1 Teachers will not be required to perform the following duties:
- 23.1.1 Non-professional assignments, such as supervision of students within buses except for field and athletic trips.
  - 23.1.2 Administering eye or ear examinations and weighing and measuring students.
  - 23.1.3 Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money.
- 23.2 The keeping of classroom registers will not be the responsibility of the classroom teacher.
- 23.3 Superintendent agrees to provide other personnel to perform the duties mentioned in this article.

## ARTICLE 24

### REDUCTION IN FORCE

- 24.1 Whenever the Superintendent, in the exercise of his/her discretion, determines that the District shall reduce the number of teachers employed by the District, the District shall (subject to the provisions of the General Laws of the Commonwealth of Massachusetts) implement such reduction by laying off, or not renewing the employment of those teachers without professional teacher status for whose position there is a teacher with professional teacher status qualified to fill. Once such reduction is implemented and completed, any further reductions shall be as set forth in the following provisions of this Article. The following provisions of this Article do not apply to teachers without professional teacher status.

The Superintendent shall determine the anticipated staffing needs, identify the instructional fields in which the Superintendent intends to reduce the number of teachers employed by the District and select for lay off those teachers having the least "length of service" as will in the opinion of the Superintendent enable the District to meet its anticipated staffing needs and meet the requirements of the last paragraph of Massachusetts General Laws, Chapter 71, Section 42. Thereafter the District shall notify the Association in writing of the District's anticipated staffing needs, the certifications in which the District intends to reduce the number of teachers employed by the District and the teachers selected for lay off. The Association may within ten days of the receipt of the aforesaid notice deliver notice in writing to the District containing the names of the teachers having the least length of service as will in the opinion of Association enable the District to accomplish the District's intended reduction. The District may after the expiration of the aforesaid ten-day period lay off from the District's employ any one or more of the teachers named in the District's notice to the Association or named in the Association's notice to the District. Lay off under this article shall not be subject to grievance or arbitration as to any given teacher unless (1) the Association has delivered the aforementioned notice of Association to District within the prescribed ten-day period and (2) the dismissed teacher's name does not appear on the aforementioned notice of Association to District.

A lay off grievable under this article shall be subject to arbitration under Article 4 commencing at paragraph 4.6 if claimed in writing within 30 days after written notice of lay off to the teacher in question. The issue to be presented to the arbitrator is: whether or not the District has laid off the teacher(s) with the "least length of service" that meets the requirements of the last paragraph of Massachusetts General Laws, Chapter 71, Section 42 and, if not, what shall the remedy be.

Length of service shall be:

- A. The greater of (i) the number of school years, prior to the 1984-1985 school year, that a person presently in this collective bargaining unit was continuously employed in any capacity by the District or its predecessor systems, or (ii) the number of school years, prior to the 1984-1985 school year, that person was employed as a teacher by the District or its predecessor systems, provided such person is continuously employed in some capacity by District, plus
- B. The number of school years subsequent to the 1983-1984 school year that a person is employed by the District for at least 50% of the work schedule of a full-time classroom teacher in a position of "teacher" as defined. Where an employee's work schedule is less than 100% of the work schedule of a full-time teacher but at least 50% of the work schedule of a full-time classroom teacher, such person shall be credited with a fraction of school year. The numerator of such fraction shall be the amount that such person receives as salary from the District and the denominator the amount that such person would have been paid had such person been employed full time. Such fraction shall be rounded to the nearest tenth.

On or about October 10 in each year the Superintendent shall deliver to the Association an "October preliminary length of service list" setting forth the "length of service" and certification of each teacher as of October 1. All errors and omissions in such list shall be called to the attention of the Superintendent by the Association in writing. Each teacher shall submit to the Superintendent prior to January 10 of each year his certification or proof of certifiability (all paper work must be on file with Commonwealth to establish proof of certifiability) not appearing on the "October preliminary length of service list." On or about January 20 in each year the Superintendent shall deliver to the Association a "January preliminary length of service list" setting forth the "length of service" of each teacher as of October 1 and certification as of January 10. All errors and omissions in the "January preliminary length of service list" shall be called to the attention of the Committee by the Association in writing prior to January 30 of each year. Thereafter, the Committee shall publish a "length of service list" which shall be final and binding upon all parties.

Service is broken only by a (a) termination of employment or (b) employment for less than 50% of the work schedule of a full-time classroom teacher except where the employee is on authorized leave of absence.

Where the length of service of one or more teachers having the least number of years of service is the same, the teacher with the lowest level of academic degree shall be selected. If there be more than one teacher so situated, the teacher who has the least number of certifications shall be selected.

- 24.2 Teachers with professional teacher status who have been laid off pursuant to the provisions of this article may, if permitted by the District's insurer, continue their group life and health insurance coverage for a period of two years by promptly remitting to the District the total

Teachers 2015-2018

premium costs in accordance with a mutually agreed upon schedule. Failure to forward premium payments to the District in accordance with the mutually agreed upon schedule shall terminate this right.

24.3 Teachers with professional teacher status who have been laid off pursuant to the provisions of this article shall be given preference on the substitute list, if they so desire, for a period of two years. Compensation shall be at the District's rate for substitute teachers as from time to time established by the Committee.

24.4 Employees with Professional Status

- A) Employees will be recalled for vacancies for which they are certified. Employees will remain on a recall list for a period of two (2) years from their date of layoff.
- B) An employee who is recalled by the District shall be recalled with no loss of seniority and all benefits he/she had accumulated at the time of his/her layoff.
- C) Employees on the recall list will be given first priority in filling substitute teacher vacancies in areas they are certified, if they indicate, in writing, that they desire such employment.
- D) When vacancies occur in the certification area(s) of an employee on the recall list, such employee shall be notified by certified mail at his/her last address of record. Failure to respond to the Superintendent of Schools with a letter of interest in the offered position within fourteen (14) calendar days of receipt of such notice, and to commence the assignment within five (5) days if school is in session, shall be considered a rejection of such offer. It shall be the responsibility of the employees on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address.
- E) The Principal of the building at which the vacant position is located shall, subject to review and prior approval by the Superintendent and the provisions of Massachusetts General Laws Chapter 71, hire one such teacher and in so hiring the said principal shall consider (a) the relative length of service of said teachers and (b) the areas within which said teachers are certified. The decision of the Principal shall not be subject to Article 4.
- F) Employees on the recall list shall have priority in filling vacancies as herein before set forth. No new employees shall be hired to fill such vacancies until all appropriate employees on the recall list have been offered the vacancy pursuant to the provisions of this article.

ARTICLE 25

TEACHER EVALUATION

25.1 The parties have agreed upon a new evaluation system, which is attached to this Agreement.

## ARTICLE 26

### ELECTRONIC GRADING

Teachers will post student grades electronically no later than three (3) school days after the date the graded student work was provided back to the students, or by the due dates of progress reports or report cards, whichever is earlier. Teachers will not be held responsible for computer or software issues or problems not under their control, and will not be responsible for any issues of computer hacking or sharing of passwords by parents or students. In the event that the District decides to implement an electronic grading system at the elementary level, teachers will be provided training. The three (3) day posting requirement may be extended by the building principal at the request of the teacher whenever the principal determines that personal or family illness, personal emergency, or a comparable justification warrants an extension.

## ARTICLE 27

### ON-LINE CREDIT RECOVERY PROGRAM

The Committee and the Association recognize that an on-line credit recovery program, whereby students enroll in on-line courses through contracted services, e.g., Aventa and Keystone, will be advantageous to meeting the needs of students in the District. To meet those needs, the parties agree to collaboratively establish an on-line credit recovery program within the following guidelines:

- a. Members of the bargaining unit shall proctor\* all on-line credit recovery courses within the District with assignment based upon teacher qualifications, when possible.
- b. Scheduling of on-line credit recovery courses shall be done by the building principal or his/her designee.
- c. A teacher assigned to proctor on-line credit recovery courses during a specified period shall have that period designated as one of his/her teaching periods for the day.
- d. There will be no reduction in force (RIF) of unit members due to the offering of on-line credit recovery courses.
- e. On-line credit recovery courses shall be coordinated on a district level by the superintendent or his/her designee. This individual will ensure that distance learning providers are appropriately certified, that students meet the relevant criteria for taking on-line credit recovery courses, that all financial arrangements are taken care of, that appropriate technical resources are available, that students are appropriately registered in on-line credit recovery courses, and that any issues arising from these courses are handled in an appropriate manner.  
  
\* Proctor means to take attendance, update student information, ensure grades are obtained in a timely manner for progress reports and report cards, supervise classroom behavior, contact technology department for resolution of technical issues, monitor student progress, and provide student orientation for on-line credit recovery courses. Teachers will be provided with all of the necessary training to proctor.
- f. The provisions of this Article do not apply to on-line educational programs that are offered to students on suspension or who are medically unable to attend school.

## ARTICLE 28

### RIGHTS AND RESPONSIBILITIES

- 28.1 The Association and each teacher recognizes the authority and responsibility of the District to reprimand and discipline a teacher for just cause. No teacher will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without just cause. If a teacher is to be reprimanded or disciplined by a principal or a member of the administration above the level of principal, the teacher shall have the right to have a member of the Association present. Any reprimand by a principal or any member of the administration above the level of principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article 4 unless the teacher 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 teacher nor the Association shall use grievance or arbitration provided for in this agreement.
- 28.2 The contract of a teacher without professional status shall be renewed annually by operation of law during the period of such teacher's first three years of continuous employment by said District, unless the teacher has been notified in writing prior to June 15 in one school year that the contract will not be renewed for the following year.
- 28.3 The non-renewal of a teacher without professional status is not to be considered as either discipline or reprimand.
- 28.4 The layoff or dismissal of a teacher without professional status who has not been teaching in the District more than 90 school days is not to be considered as either discipline or reprimand.

## ARTICLE 29

### TEACHER ASSISTANCE

- 29.1 The District recognizes that classroom teachers may require the assistance of certain specialists in order to carry out their duties effectively. The District therefore agrees that to the extent the District deems it advisable the services of guidance personnel, reading specialists, speech therapists and other specialists will be retained to perform specialists' functions.
- 29.2 The District may, but is not required to, use teacher aides or paraprofessionals. In the event that such aides are used and they do constitute a bargaining unit recognized under Chapter 150E, (1) the nature and extent of the duties to be performed by each teacher aide or paraprofessional shall be determined by agreement between such teacher aide or paraprofessional bargaining unit and the District. Nothing in this agreement or in work practice shall be construed as limiting the District's right to establish, maintain or delete any teacher aide or paraprofessional position or the assignment, hours of work, or duties of any teacher aide or paraprofessional, provided always the District shall after implementation bargain any resulting impact on teachers with Association, upon Association demand to bargain within 30 days of such implementation.

ARTICLE 30

INTER-SCHOOL TRAVEL

District shall reimburse teachers for use of their own motor vehicles for inter-school travel made at the direction of the Superintendent or his/her designees upon submission of appropriate evidence of such use, provided always, that in the event the standard mileage rate mentioned in IRS Rev. Proc. 88-52 for the first 15,000 miles of use is revised, the revised rate shall be paid for mileage traveled after the date the revised rate is effective for federal income tax purposes.

ARTICLE 31

LONGEVITY

Effective August 31, 2016, upon completion of the consecutive years of service in the teachers' bargaining unit of the Central Berkshire Regional School District prior to the commencement of the work year, as specified below, teachers shall receive, in addition to their salary, the annual longevity payments listed below. Said amounts shall be paid in June of each year.

15-19	\$500
20-24	\$700
25-29	\$900
30+	\$1,100

Any teacher who has accessed the benefit contained in Exhibit C(I) effective prior to August 31, 2016 shall not be eligible to receive the amounts above until they have paid back any amounts that they previously received under Exhibit C(I). Said teachers shall have until August 31, 2019 to pay back said amount. Further, the benefit contained in Exhibit C(I) shall immediately terminate as of August 31, 2016, and teachers shall no longer be able to access payments pursuant to said provision. However, a teacher that accessed the benefit contained in Exhibit C(I) prior to August 31, 2016 may choose to continue to receive payments in accordance with said section instead of paying back said amounts.

ARTICLE 32

SICK LEAVE BANK

- A. Policy – It shall be the policy of the Central Berkshire Regional School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged and/or catastrophic illness or injury, and who have no remaining unused sick leave, and/or personal leave time in their personal account.
- B. Eligibility - Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form. Application for membership is through the Superintendent or Assistant Superintendent. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date. New Sick Leave Bank members may not have entitlement to Sick Leave Bank benefits until twelve (12) calendar months after

his/her initial donation to the bank. Members of the Sick Leave Bank will contribute one (1) day upon application for membership.

- C. Sick Leave Bank Committee - The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the bargaining unit chairperson. The Sick Leave Bank Committee shall govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.
- D. Grant of Sick Leave Bank Benefit - A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be taken, unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:
- i. Written medical evidence (i.e., medical doctor's note) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work;
  - ii. The employee's prior utilization of his/her sick leave and personal leave time;
  - iii. The employee's prior requests for and/or use of Sick Leave Bank time; and
  - iv. Any other relevant information it deems necessary in making its determination.

In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination (Note: a tie vote results in a denial). The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than thirty (30) days per employee in any given contract year. Payments from the Sick Leave Bank are made on a work day basis. Sick leave bank days are only available for a bargaining unit member's own prolonged and/or catastrophic illness or injury.

- E. Review of Long-Term Cases - A review of long-term cases will be in order at any time if the Sick Leave Bank Committee suspects abuse of sick leave. In such case, an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.
- F. Application for Sick Leave Bank Benefit - Participants must exhaust all accrued sick leave and/or personal leave time before drawing from the Sick Leave Bank. Application to the Sick Leave Bank Committee cannot be made more than fifteen (15) work days prior to the expiration of accrued sick leave and/or personal leave time. All applications must include certification by a physician.
- G. Maximum Sick Leave Bank Accumulation - The maximum accumulation of days in the Sick Leave Bank shall not exceed one hundred and fifty (150) days.
- H. Replenishment of Bank - The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to thirty (30) days. In this event, each member of the Sick Leave Bank shall be assessed at least one, but not more than two days of their personal entitlement

of sick leave, and such assessed days of personal sick leave shall be added to the Sick Leave Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but the Sick Leave Bank Committee cannot assess more than two (2) days of personal sick leave per member of the Sick Leave Bank in any one school year. Each employee will be provided a form indicating that the applicable number of sick days will be deducted on a date certain, unless said employee signs and returns the form prior to the date certain indicating that they no longer wish to be a member of the Sick Leave Bank.

- I. Carry-Over - Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year.

## ARTICLE 33

### GENERAL

- 33.1 Copies of this agreement will be printed at District expense and a copy given to each teacher. In addition, 25 copies shall be given to the Association.
- 33.2 If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 33.3 Teachers will not be required to drive pupils to activities which take place away from the school building.
- 33.4 Upon written request by Association to Superintendent, the names of all new staff members and their building, grade and subject assignments will be made available to the Association.
- 33.5 The District will promptly provide Association with one copy of the minutes of official and open (as opposed to "Executive Sessions") meetings of School Committee together with the agenda and attached documents (including but not limited to the preliminary budget and final approved budget) after same have been duly approved by the School Committee.
- 33.6 Sufficient textbooks will be provided to insure that each pupil has textbooks for his own use. The recommendation to the Superintendent and Principal for the particular school for the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers and administrators.
- 33.7 There shall be no discrimination against any officer or member of the Association, selected to serve the Association, because of his lawful Association activity.
- 33.8 No religious or political activities of any teacher, or lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of a teacher.
- 33.9 No provision of the existing Official Policy Manual of the Central Berkshire Regional School District which violates the express terms and provisions of this agreement shall be enforceable.
- 33.10 The District may implement reorganization, reduction in force and change in educational policy, program and support staff prior to bargaining the implementation and the impact thereof. However, after implementation, bargainable subjects directly or indirectly arising out of,

occasioned by or related to the reorganization, reduction in force or change in education policy, program or support staff shall be bargained if during the work year in which implementation occurs, the Association requests the same in writing.

- 33.11 Teachers have the right, upon request and by appointment, to review the contents of their personnel file, excluding personal or confidential recommendations. A teacher will be entitled to have a representative of the Association accompany him/her during such a review.
- 33.12 No material derogatory to a teacher's conduct, service, character or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the copy.
- 33.13 Any written complaint regarding a teacher made to any member of the administration by any parent, student or other person will be called to the attention of the teacher within 15 days.
- 33.14 A teacher leaving the employ of the District will be given the opportunity to have an exit interview with the Superintendent.
- 33.15 After informing the Association, the Superintendent may reduce or increase the work schedule of any one or more teachers who work less than one-half of the work schedule of a full-time professional, as the Superintendent shall deem appropriate. Teachers working less than one-half time, whose work schedule is to be reduced shall be selected utilizing the procedure set forth in Reduction in Force, section 24.1. A reduction in the work schedule of any one or more teachers who work less than one-half of the work schedule of a full-time professional, shall be a reduction in force under the provisions of section 31.10 and pursuant to Article 7. The teacher's salary whose work schedule has been reduced shall be calculated pursuant to the provisions of section 5.1.

ARTICLE 34

DURATION AND RENEGOTIATION

This agreement shall be effective as of August 31, 2015, and remain in full force and effect through August 30, 2018. Not later than December 10, 2017 the parties shall enter into negotiations with respect to a successor agreement as provided by Chapter 150E of the General Laws.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of March, 2016.

CENTRAL BERKSHIRE REGIONAL  
SCHOOL DISTRICT COMMITTEE

By 

Its Chairman

CENTRAL BERKSHIRE EDUCATION  
ASSOCIATION

By 

Its President or Executive Secretary

EXHIBIT A

School	Anticipated Starting Time for Commencement of Classes	Length of a Regular Workday
Becket Washington	8:40	7 hrs.
Craneville	8:40	7 hrs.
Kittredge	8:40	7 hrs.
Nessacus	7:55	7 hrs.
Wahconah	7:53	7 hrs.

EXHIBIT B  
TEACHER SALARY SCHEDULE

FY-2016					
Step	A	B	C	D	E
	Bach.	Masters	M+15	M+30	M+45
1	\$40,018	\$44,682	\$46,913	\$48,497	\$50,068
2	\$41,652	\$46,319	\$48,574	\$50,144	\$51,726
3	\$43,281	\$47,949	\$50,227	\$51,805	\$53,381
4	\$45,696	\$50,359	\$52,677	\$54,251	\$55,831
5	\$47,326	\$51,989	\$54,330	\$55,910	\$57,487
6	\$49,034	\$53,701	\$56,068	\$57,642	\$59,215
7	\$51,189	\$55,853	\$58,255	\$59,830	\$61,401
8	\$52,821	\$57,488	\$59,909	\$61,482	\$63,063
9	\$56,669	\$59,425	\$61,874	\$63,456	\$65,033
10	\$58,082	\$61,928	\$64,419	\$65,993	\$67,569
11	\$59,535	\$65,072	\$67,643	\$68,480	\$69,228
12	\$61,176	\$70,884	\$73,654	\$77,404	\$79,132
13	\$61,788	\$71,595	\$74,393	\$78,180	\$79,926
14	\$62,097	\$71,953	\$74,764	\$78,571	\$80,326

To access Step 13, an employee must have completed fifteen (15) years of service in the District. To access Step 14, an employee must have completed twenty-one (21) years of service in the District.

EXHIBIT B  
TEACHER SALARY SCHEDULE

FY-2017					
Step	A	B	C	D	E
	Bach.	Masters	M+15	M+30	M+45
1	\$40,618	\$45,353	\$47,617	\$49,225	\$50,819
2	\$42,277	\$47,013	\$49,303	\$50,897	\$52,502
3	\$43,930	\$48,668	\$50,981	\$52,582	\$54,181
4	\$46,382	\$51,114	\$53,467	\$55,065	\$56,668
5	\$48,035	\$52,769	\$55,145	\$56,748	\$58,349
6	\$49,770	\$54,506	\$56,909	\$58,506	\$60,104
7	\$51,957	\$56,691	\$59,129	\$60,728	\$62,322
8	\$53,613	\$58,351	\$60,808	\$62,404	\$64,009
9	\$57,519	\$60,317	\$62,802	\$64,408	\$66,008
10	\$58,953	\$62,857	\$65,385	\$66,983	\$68,583
11	\$60,428	\$66,048	\$68,657	\$69,507	\$70,267
12	\$62,093	\$71,947	\$74,759	\$78,565	\$80,319
13	\$62,715	\$72,669	\$75,508	\$79,353	\$81,125
14	\$63,028	\$73,033	\$75,886	\$79,749	\$81,531

To access Step 13, an employee must have completed fifteen (15) years of service in the District. To access Step 14, an employee must have completed twenty-one (21) years of service in the District.

EXHIBIT B  
TEACHER SALARY SCHEDULE

FY-2018					
Step	A	B	C	D	E
	Bach.	Masters	M+15	M+30	M+45
1	\$41,268	\$46,078	\$48,379	\$50,012	\$51,632
2	\$42,954	\$47,766	\$50,091	\$51,711	\$53,342
3	\$44,633	\$49,447	\$51,796	\$53,423	\$55,048
4	\$47,124	\$51,932	\$54,322	\$55,946	\$57,575
5	\$48,804	\$53,613	\$56,027	\$57,656	\$59,283
6	\$50,566	\$55,378	\$57,820	\$59,442	\$61,065
7	\$52,788	\$57,598	\$60,075	\$61,699	\$63,319
8	\$54,471	\$59,284	\$61,781	\$63,402	\$65,033
9	\$58,439	\$61,282	\$63,807	\$65,439	\$67,065
10	\$59,897	\$63,863	\$66,431	\$68,055	\$69,680
11	\$61,395	\$67,105	\$69,756	\$70,619	\$71,391
12	\$63,087	\$73,098	\$75,955	\$79,822	\$81,605
13	\$63,718	\$73,831	\$76,717	\$80,622	\$82,423
14	\$64,037	\$74,201	\$77,100	\$81,025	\$82,836

To access Step 13, an employee must have completed fifteen (15) years of service in the District. To access Step 14, an employee must have completed twenty-one (21) years of service in the District.

EXHIBIT C

NOTES WHICH APPLY TO EXHIBIT B

- A. The annual increment shall be effective on September 1 of each year.
- B. All teacher contracts are to be determined by the schedule. However, the Superintendent has the right to depart from this schedule, if in his judgment it is desirable and necessary. The schedule is a minimum salary. The Superintendent has the discretion to determine the initial step placement of newly hired bargaining unit members on the salary schedules.
- C. In addition to the salary provided in Exhibit B, the Supervisor of Fine and Performing Arts (who oversees all art, instrumental, choral, band, general music, and drama teachers within the District) and the Supervisor of Physical Education and Personal Wellness (who oversees all physical education and wellness teachers within the District) shall be paid the following sum in the respective school year to which they are tied: FY-13 - \$2,378, FY-14 - \$2,414, FY-15 - \$2,450.

In addition to the salary listed above, the two supervisors shall receive an additional \$95 in each of the aforesaid years for each teacher (except for the supervisor) within such supervisor's department. Applications for the positions referenced in this paragraph must be submitted annually to the Superintendent.

- D. Content Coordinator Pay:

Content Coordinator of Math and Business 7-12  
Content Coordinator of English 7-12  
Content Coordinator of Science, Technology and Engineering 7-12  
Content Coordinator of Modern and Classical Languages 7-12  
Content Coordinator of Social Studies 7-12  
Counseling Coordinator

Stipend for Serving as a Content Coordinator or Counseling Coordinator:

	FY 16	FY17	FY 18
Stipend:	3200	3248	3300
Per Dept. Member:	100	100	100

Each Content Coordinator who supervises 5 or fewer teachers in the department shall be removed from non-teaching duties.

Each Content Coordinator who supervises 6-9 teachers in the department shall have four teaching periods and one non-teaching duty period.

Each Content Coordinator who supervises 10 or more teachers in the department shall have three teaching periods and a non-teaching duty period. Should a Content Coordinators with 10 or more teachers recommend they teach four classes they would have no non-teaching duty periods.

Coordinator of Counseling Services will have a reduced caseload of no more than 175 students.

Coordinator Pay:

Coordinator of Health and Wellness K-12  
 Coordinator of the Arts K-12

Stipend for Serving as Content Coordinator of Health and Wellness K-12 or  
 Coordinator of Arts K-12

	FY 16	FY17	FY18
Stipend:	2500	\$2538	\$2578
Per Dept. Member:	100	\$100	\$100

Coordinators of the Arts and Health and Wellness will be removed from non-teaching duties.

- F. In addition to the salary provided in Exhibit B, the head teachers for the following schools shall be paid the sum indicated:

	FY-2013	FY-2014	FY-2015
Becket Washington	\$ 995	\$1,010	\$1,025
Kittredge	\$ 995	\$1,010	\$1,025
Craneville	\$1,841	\$1,869	\$1,897

The performance of a Head Teacher shall not affect his or her teacher evaluation. A Head Teacher shall not be held liable or subject to reprisal for his or her service as Head Teacher.

The position for Head Teacher shall be posted within the school building annually. Applicants who wish to be considered for the Head Teacher assignment shall submit applications on an annual basis to the building principal. Decisions of the principal shall be final and not subject to Article 4. In the event that there is an Assistant Principal assigned to the Craneville Elementary School, then a head teacher will not be appointed.

- G. Professional licensed physical therapists and occupational therapists working at least 1/2 of the work schedule of full-time professional employees shall be paid \$42.93 per hour in FY-16, 43.57 per hour in FY-17, and \$44.27 per hour in FY-18.
- H. Upon a teacher reaching 11 years of service and such teacher's written request, the District shall pay a teacher, if at the time of such request such teacher has accumulated sick leave days in excess of 75 days, the sum of \$25 per day for the number of sick and personal leave days that such teacher relinquishes his right to be credited with pursuant to Section 12.1 (maximum 10 days per work year). A teacher shall notify the Superintendent of Schools in writing of the number of days such teacher relinquishes on or before December 1. Payment shall be made in the ensuing fiscal year and shall be made in 26 biweekly installments with teacher's salary.

- I. Effective August 1, 2016 this Section I shall be deleted.

The Central Berkshire Regional School District shall pay a teacher once during his/her employment, in addition to the teacher's regular salary, a longevity increase in the sum of \$2,000 for each of three successive years provided: (1) that the teacher shall have irrevocably requested such payment in writing to the Superintendent no later than January 15<sup>th</sup> of the school year prior to the school year in which the payment is to commence, (2) that the teacher has been employed at least 15 years by CBRSD, and (3) that the amount payable shall be paid during the applicable three years as part of the teacher's salary."

- J. The Athletic Director was removed from the bargaining unit effective August 31, 2013.

EXHIBIT D

EXTRA PAY SCHEDULE

- A. The Superintendent may, but need not, assign members of the unit described in ARTICLE 2 to classroom teaching positions in summer school or to classroom teaching positions in an adult evening education program, or to the position of professional development instructor/planner (a unit member need not accept such assignment). A unit member (but not a person who is not a unit member) shall be paid for such assignment at the rate of \$36.26 per hour in FY-13, \$36.80 in FY-14, and \$37.35 in FY-15 of assigned in classroom time, provided the assigned work is not within the purview of any other collective bargaining agreement or paragraph B or C hereof.
- B. The Superintendent may, but need not, assign members of the unit described in ARTICLE 2 to perform professional duties in July and August. If a unit member is so assigned and such member accepts such assignment (a unit member need not accept), the unit member (but not a person who is not a unit member) shall be paid for such assignment at the rate of \$36.26 per hour in FY-13, \$36.80 per hour in FY-14, and \$37.35 per hour in FY-15 of assigned time, provided the assigned work is not within the purview of any other collective bargaining agreement or paragraphs A or C hereof.
- C. Curriculum Development Project. The lump sum amount authorized by the Committee to be paid to a teacher for a particular Curriculum Development Project. Such amount is to be paid upon the timely completion of the Project.
- D. Guidance counselors and therapists shall be paid at the per diem rate of 1/184 for each day of summer work required by the Principal.

E. Mentor Coordinator	FY-13	FY-14	FY-15
	\$1,662	\$1,687	\$1,712

Mentor: \$500 per mentee he or she serves as a mentor per year in FY-13, \$508 per mentee in FY-14, and \$516 per mentee in FY-15. All mentor stipends will be prorated for partial year mentoring.

- F. Adjunct Faculty, Berkshire Community College FY-13 \$500 per year, FY-14 \$508 per year, FY-15 \$516 per year.

This is additional compensation for an individual teaching a high school course as part of his/her regular teaching load and schedule, which will also simultaneously allow students to register and earn college credits. The stipend is for the purpose of meeting and joint planning with the faculty of Berkshire Community College. The teacher will receive paid release time, if necessary, to attend meetings.

**EXHIBIT E - EXTRA CURRICULA ACTIVITIES**

Since both parties to this agreement to which this Exhibit E is attached and made a part are of the persuasion that it is their obligation to engender and foster student participation in athletic, social, civic and other extra-curricula activities under the aegis of the parties to this agreement, both parties agree as follows:

- A. Unit members appointed to supervise the aforesaid activities shall be paid an annual stipend determined by multiplying the “experience credit” by the rate established for each position.
- B. Experience Credit.
  - 1. One year of experience in a given position - 70%.
  - 2. Two years of experience in a given position - 85%.
  - 3. Three or more years of experience in a given position - 100%.
- C.
  - 1. One year of experience credit shall be granted to a teacher for a given position for every two years such teacher held an assistant's position in the same activity.
  - 2. The Superintendent may, but need not, grant one or more years of experience credit to a teacher for a given position.
- D. Rates: The rates for established positions are as follows:

	<b>FY-2016</b>	<b>FY-2017</b>	<b>FY-2018</b>
<b>HIGH SCHOOL</b>			
Head Football Coach	\$5,711	\$5,796	\$5,889
Assistant Football Coach (A)	\$3,462	\$3,514	\$3,570
Assistant Football Coach (B)	\$3,462	\$3,514	\$3,570
Head Boys Soccer Coach	\$5,274	\$5,353	\$5,439
Assistant Boys Soccer Coach	\$3,222	\$3,270	\$3,323
Head Girls Soccer Coach	\$5,274	\$5,353	\$5,439
Assistant Girls Soccer Coach	\$3,222	\$3,270	\$3,323
Head Cross Country Coach (no assistant)	\$4,793	\$4,865	\$4,943
Head Cross Country Coach (w/ assistant)	\$2,891	\$2,934	\$2,981
Assistant Cross Country Coach	\$1,901	\$1,929	\$1,960
Head Boys Basketball Coach	\$5,521	\$5,603	\$5,693
Assistant Boys Basketball Coach	\$3,510	\$3,562	\$3,619
Head Girls Basketball Coach	\$5,521	\$5,603	\$5,693
Assistant Girls Basketball Coach	\$3,510	\$3,562	\$3,619
Cross Country Ski Coach	\$3,619	\$3,673	\$3,732
Head Baseball Coach	\$5,083	\$5,160	\$5,242
Assistant Baseball Coach	\$3,148	\$3,195	\$3,247
Head Softball Coach	\$5,083	\$5,160	\$5,242
Assistant Softball Coach	\$3,148	\$3,195	\$3,247
Tennis Coach	\$3,610	\$3,664	\$3,723
Golf Coach	\$3,096	\$3,142	\$3,192
Head Track Coach – Boys	\$4,966	\$5,041	\$5,121
Head Track Coach – Girls	\$4,966	\$5,041	\$5,121
Assistant Track Coach	\$3,028	\$3,073	\$3,123
Swimming Coach	\$4,358	\$4,424	\$4,494

Band Director – Wahconah	\$4,106	\$4,167	\$4,234
Yearbook Advisor - Wahconah	\$3,079	\$3,126	\$3,176
Senior Advisor (2)	\$1,943	\$1,972	\$2,004
Junior Advisor (2)	\$1,751	\$1,778	\$1,806
Sophomore Advisor (2)	\$1,218	\$1,236	\$1,256
Freshman Advisor (2)	\$1,142	\$1,159	\$1,178
Drama Director	\$5,054	\$5,130	\$5,212
Assistant Drama Director	\$2,815	\$2,857	\$2,903
Musical Director	\$3,194	\$3,242	\$3,293
Newspaper & Writers' Club	\$2,525	\$2,563	\$2,604
Literary Magazine	\$1,288	\$1,307	\$1,328
Quiz Team Coach (2)	\$2,344	\$2,379	\$2,417
National Honor Society Advisor (2)	\$1,580	\$1,603	\$1,629
Wahconah Student Council Advisor	\$1,896	\$1,924	\$1,955
Cheerleading – Fall	\$2,778	\$2,819	\$2,864
Cheerleading – Winter	\$2,778	\$2,819	\$2,864
Tribe Coach	\$761	\$772	\$784
Intramural Sports – Wahconah	\$3,247	\$3,296	\$3,349
Jr. Classical League	\$875	\$888	\$902
Academic Decathlon Advisor	\$1,485	\$1,507	\$1,531
Mock Trial Advisor	\$1,485	\$1,507	\$1,531
Choral Director	\$3,711	\$3,766	\$3,827
Hockey	\$5,274	\$5,353	\$5,439
Volleyball	\$3,610	\$3,664	\$3,723
Green Umbrella Club Advisor	\$1,564	\$1,587	\$1,613
<b>MIDDLE SCHOOL</b>			
Student Council	\$1,416	\$1,437	\$1,460
Band Director – Nessacus	\$2,357	\$2,393	\$2,431
Intramural Sports, Girls - Nessacus	\$2,513	\$2,551	\$2,591
Intramural Sports, Boys - Nessacus	\$2,513	\$2,551	\$2,591
Yearbook – Nessacus	\$1,332	\$1,352	\$1,374
Newspaper – Nessacus	\$2,525	\$2,563	\$2,604
Choral Director – Nessacus	\$2,357	\$2,393	\$2,431
Band Director – Nessacus	\$2,357	\$2,393	\$2,431
<b>ELEMENTARY SCHOOLS</b>			
Elementary Athletics - Each School (4)	\$1,369	\$1,389	\$1,411

- E. If a position is created which is not set forth in paragraph D above, the Superintendent at the time such position is created will establish a temporary rate for such position and the Superintendent may proceed to post and fill the position. The District and Association will meet to establish the final rate. Upon establishment of the final rate by the District and Association, the District agrees to pay, retroactively if necessary such amount to the appointee.

- F. Appointees shall be paid a lump sum at the conclusion of the activity for the school year or in 26 bi-weekly installments at the times provided for in Article 5.3.

## EXHIBIT F

### NURSES' SALARIES

1. Effective August 31, 2015, the Nurse Supervisor shall be paid an additional \$2,500. Effective August 31, 2016, the Nurse Supervisor shall be paid an additional \$2,538. Effective August 31, 2017, the Nurse Supervisor shall be paid an additional \$2,578. In addition, the Nurse Supervisor shall receive \$100 for each full-time school nurse under her/his supervision.
2. Part-time nurses' salaries will be pro-rated against a normal workday of seven hours of work per day.
3. All the benefits and terms of this agreement apply to nurses with the exception of the provision relating to sabbatical leave.
4. Length of continuous service of a nurse within the Central Berkshire Regional School District or its predecessor system shall determine a nurse's "length of service." If the District shall reduce the number of nurses in its employ, it shall do so by laying off those nurses with the least "length of service."
5. The District may reduce the number of nurses within its employ and may prior to bargaining implement such reduction together with all changes that the District deems advisable to implement such reduction. After implementation, the District and Association shall meet and bargain all bargainable matters associated with the reduction in force.
6. The nurses shall to the maximum extent permitted by law train and supervise teachers and other employees of the District in the administration of health needs of students including the dispensing of medication, and shall take such action as is necessary or advisable to encourage teachers and other employees to perform such activities.

EXHIBIT F (continued)

FY-2016						
Step	A	B	C	D	E	F
	RN	Bach/RN	Masters	M+15	M+30	M+45
1	\$35,403	\$41,858	\$46,549	\$48,814	\$50,394	\$51,982
2	\$36,789	\$43,280	\$47,950	\$50,227	\$51,805	\$53,381
3	\$38,843	\$45,696	\$50,359	\$52,676	\$54,251	\$55,831
4	\$40,227	\$47,326	\$51,988	\$54,330	\$55,911	\$57,487
5	\$41,680	\$49,034	\$53,702	\$56,068	\$57,642	\$59,215
6	\$43,510	\$51,189	\$55,854	\$58,254	\$59,830	\$61,401
7	\$44,902	\$52,822	\$57,488	\$59,909	\$61,482	\$63,061
8	\$48,421	\$56,952	\$59,722	\$62,184	\$63,772	\$65,358
9	\$50,343	\$58,874	\$61,644	\$64,105	\$65,694	\$67,279

FY-2017						
Step	A	B	C	D	E	F
	RN	Bach/RN	Masters	M+15	M+30	M+45
1	\$35,934	\$42,485	\$47,247	\$49,547	\$51,150	\$52,762
2	\$37,341	\$43,929	\$48,669	\$50,981	\$52,582	\$54,181
3	\$39,425	\$46,382	\$51,114	\$53,466	\$55,065	\$56,668
4	\$40,831	\$48,035	\$52,768	\$55,145	\$56,749	\$58,349
5	\$42,305	\$49,770	\$54,507	\$56,909	\$58,506	\$60,104
6	\$44,162	\$51,957	\$56,692	\$59,128	\$60,728	\$62,322
7	\$45,575	\$53,614	\$58,351	\$60,808	\$62,404	\$64,007
8	\$49,148	\$57,806	\$60,618	\$63,116	\$64,729	\$66,338
9	\$51,099	\$59,757	\$62,569	\$65,066	\$66,680	\$68,288

FY-2018						
Step	A	B	C	D	E	F
	RN	Bach/RN	Masters	M+15	M+30	M+45
1	\$36,508	\$43,165	\$48,003	\$50,339	\$51,968	\$53,606
2	\$37,939	\$44,632	\$49,448	\$51,796	\$53,423	\$55,048
3	\$40,056	\$47,124	\$51,932	\$54,321	\$55,946	\$57,575
4	\$41,484	\$48,804	\$53,612	\$56,027	\$57,657	\$59,283
5	\$42,982	\$50,566	\$55,379	\$57,820	\$59,442	\$61,065
6	\$44,869	\$52,788	\$57,599	\$60,074	\$61,699	\$63,319
7	\$46,304	\$54,472	\$59,284	\$61,781	\$63,402	\$65,031
8	\$49,934	\$58,731	\$61,588	\$64,126	\$65,765	\$67,400
9	\$51,916	\$60,713	\$63,570	\$66,107	\$67,747	\$69,381

**EXHIBIT G**

Teachers 2015-2018

CENTRAL BERKSHIRE REGIONAL SCHOOL DISTRICT  
P.O. Box 299  
Dalton, MA 01227-0299

PRELIMINARY COURSE APPROVAL

Date \_\_\_\_\_

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Approval is requested for: \_\_\_\_\_  
(Title of Course)

Instructor \_\_\_\_\_ Sponsored by \_\_\_\_\_

Hours of Credits \_\_\_\_\_ Graduate: [     ] Undergraduate: [     ]

Times of Meetings \_\_\_\_\_ Place of Meetings \_\_\_\_\_

Dates (Inclusive) \_\_\_\_\_ to \_\_\_\_\_

Expected date of completion (if other than above) \_\_\_\_\_

Credits thus earned to be applied to: (Check all that apply)

- Master's Equivalency
- Master's Degree
- Master's plus 15 credits
- Master's plus 30 credits
- Master's plus 45 credits
- Course reimbursement for recertification (see reverse side for contract language)
- Course reimbursement (see reverse side for contract language)

Please indicate what use you expect to make of this course in relation to your teaching assignment.

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

-----  
Preliminary approval is hereby granted. It is the responsibility of the teacher to present transcripts of grades of issuance from the sponsoring accredited institution to the office of the Assistant Superintendent. Upon such presentation, credits will be recognized.

Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

-----  
Credit notification received \_\_\_\_\_ Taken \_\_\_\_\_

Grade \_\_\_\_\_ Credits granted \_\_\_\_\_ Graduate [     ] Undergraduate [     ]

***Preliminary approval of Assistant Superintendent is required for courses to be applied to advancement on the salary schedule. Submit in duplicate: one copy for the teacher and one copy for the office file***

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