

JULY 1, 2014 – JUNE 30, 2017 CONTRACT

BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT

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BERKSHIRE HILLS EDUCATION ASSOCIATION – UNIT A

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AGREEMENT made as of July 1, 2014, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the BERKSHIRE HILLS REGIONAL SCHOOL DISTRICT (hereinafter referred to as "District") and the BERKSHIRE HILLS EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

PREAMBLE

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

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

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

ARTICLE I – RECOGNITION

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

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

ARTICLE II - DISTRICT PREROGATIVES

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

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

ARTICLE III – SALARIES

1. Salaries during that period beginning July 1, 2014 and ending June 30, 2017 shall be paid to a person within the unit defined in Article I in accordance with and at that rate set forth in Exhibits A, B, C, and D for the work year indicated.
2. Employees covered by the contract who are employed by the District during the term of this agreement shall be advised in writing of the vertical and horizontal levels at which he/she is first employed at the commencement of his/her employment, and such employee shall be placed upon that vertical level and horizontal level commensurate with the employee's degree, experience, and graduate credits.
3. Employees, except long-term substitutes, shall be paid bi-weekly with the following pay options a - c (all these options must be submitted in writing to the Superintendent's office by September 1 of the school year).
 - a. Employees may elect to have their salaries paid in equal bi-weekly installments spread over twelve months.
 - b. Employees may elect to have their salaries paid in bi-weekly installments spread over the ten school months with their July and August payments paid in a lump sum by June 30.
 - c. Employees may elect to have their entire salary paid in equal bi-weekly payments spread over the ten months of the school year.
 - d. Long-term substitutes shall be paid bi-weekly based upon the number of days

worked in each bi-weekly pay period.

4. In considering initial salary placement for newly hired Chapter 74 Vocational teachers, the District will grant relevant trades or industry experience as follows:
 - a. Up to four (4) years of experience = 0 steps
 - b. Four (4) years or more experience = one year placement for each year of experience, with a cap of Step 6

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

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

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

7. The horizontal level of each employee will be determined by his/her academic credits as set forth on Exhibit A subject to approval by the Superintendent of Schools. Academic credits between recognized degrees shall be recognized for purposes of incremental increase only if, the courses for such credits have received the Superintendent's prior approval. The Superintendent, in considering whether to grant approval, shall be guided by the following:
 - a. Generally, only graduate level courses will be approved except that undergraduate courses may be approved if related to an employee's assignment and not repetitive of prior academic work.

- b. Generally, only courses which require employee attendance and are sponsored by an accredited institution of higher learning will be approved.
- c. Courses are to be, in the opinion of the Superintendent, either directly related to the area of the employee's assignment or are otherwise in the best interests of the District.
- d. Courses which are District sponsored and which the employee elects to take for credit will be considered pre-approved. The employee is responsible for paying whatever cost the institution sponsoring the course sets as required in order to obtain graduate credit.
- e. When an employee qualifies for a horizontal movement on or before October 1st of a given school year, the effective date of the movement shall be the beginning of that school year. When an employee qualifies for a horizontal movement after October 1st but before the next succeeding March 1, the effective date of the movement shall be the 91st day of that school year. An employee is qualified for a horizontal movement when all documentation, including the approval of the Superintendent and official transcript of the credits involved, have been received by the personnel office.
- f. Related service providers who complete an advanced master's degree as a requirement of state certification will have their graduate credits counted to recognize that credit accumulation (i.e. a sixty (60) credit master's degree will be counted as a master's plus thirty (30) credits for the purposes of placement on the salary schedule). This resolution is specifically limited to positions which require advanced coursework for certification. This includes the following positions: School Adjustment Counselors, School Psychologists and Occupational Therapists. It specifically excludes the following degrees MFA, JD and others that are not a requirement of state certification. The placement on the salary schedule is only applicable to faculty members serving in the position of School Adjustment Counselors, School Psychologists and Occupational Therapists and remaining in those positions.
- g. Berkshire Hills Regional School District will provide interest free loans for educational costs for teachers who enroll in a master's degree program directly related to employee's assignment or otherwise in the best interests of the school District. All programs must be pre-approved by the Superintendent. Documentation of acceptance into the program must be provided. Salary advancement to master's degree column for said employees shall be delayed until monies expended by District are repaid. Employees enrolling in an

approved master's degree program under this article shall enter into a written agreement prior to any funds being expended with Berkshire Hills Regional School District guaranteeing a repayment of said funds.

h. Berkshire Hills Regional School District will grant professional development points to be used for horizontal movement on the salary schedule. Employees may be awarded no more than 90 professional development points (equivalent to 90 hours or 9 state defined continuing education credits or 6 graduate credits) within the bachelor's columns and no more than 135 professional development points (equivalent to 135 hours or 13 1/2 state defined continuing education credits or 9 graduate credits) in a master's column. Accumulated PDP's earned in the Bachelor's column cannot be transferred to the master's column. Professional development points may be approved in advance at the discretion of the Superintendent. (45 professional development points equals = 45 clock hours = 3 college credits.)

8. Employees will annually be moved one vertical step on the salary scale provided the employee shall have completed the previous year satisfactorily.
9. The stipended positions detailed in Exhibit B will be filled by the appropriate Building Principal, with Superintendent approval. Positions shall be posted and advertised according to District policy and applications will be accepted from both within and outside the District. If in the judgment of the Building Principal and Superintendent, all other qualifications are equal, hiring preference will be given to a member of the District. However, these hiring decisions are not subject to Article V of this agreement.

Satisfactory performance of duties referred to in Exhibit B may entail work beyond the work day defined in Article VIII. Evaluation of performance will be conducted by the Building Principal in conjunction with each position's Immediate Supervisor (eg. The Athletic Director in the case of coaches). These positions must be applied for every school year. The positions referred to in Exhibit B may change from year to year, in number and scope, based on the needs of the District.

10. The District employs part-time employees and during the terms of this agreement, may continue to do so at its discretion and without preference to existing part-time employees. However, the Berkshire Hills Regional School District shall not eliminate a full-time position and replace it with two part-time positions which, taken together, equate to the same duties and assignments as the original full-time position.

11. The Berkshire Hills Regional School District may employ Department Supervisors – High School, Department Supervisors K-12, Middle School Team Leaders, Elementary Grade Level Team Liaisons, Elementary School Head Teacher and a Nurse Leader. With respect to these positions, it is agreed that each year the Superintendent may appoint Project Leaders/Shared Leadership or similar stipended positions.
 - a. The Job Description shall define the duties and responsibilities of each position.
 - b. All appointments shall be from year to year, provided, however, that if Department Supervisors – High School, Department Supervisors K-12, Elementary School Head Teacher, Middle School Team Leaders, Elementary Grade Level Team Liaisons and Nurse Leader are not to be reappointed to a position, that employee shall have the opportunity to Meet and Confer with the Superintendent regarding such failure to reappoint.
 - c. No Department Supervisor (High School or K-12) shall have study or duty assignments other than those inherent in his or her position as Supervisor, and if the Supervisor supervises four or more employees, the Supervisor shall not be obliged to teach more than four classes in any one school day. The satisfactory performance of the duties of Supervisor is expected to entail work beyond that work day defined in Article VIII.
 - d. Department Supervisors – High School, Department Supervisors K-12, Elementary School Head Teacher, Middle School Team Leaders, Elementary Grade Level Team Liaisons and Nurse Leader shall be paid within the unit defined in Article I in the amount set forth in Exhibit A.
 - e. The payment provided for in Exhibit B shall be in addition to the salary to which the employee would be otherwise entitled as an employee under the provisions of Exhibit A.
 - f. The utilization of these positions is not to be construed as precluding the establishment by the District of other quasi-administrative positions within the system.
 - g. Nothing herein set forth shall be construed as requiring the District to establish or maintain any one or more of these positions.

- h. Department Supervisors – High School, Department Supervisors K-12, Elementary School Head Teacher, Middle School Team Leaders, Elementary Grade Level Team Liaisons and Nurse Leader shall be evaluated at least once during a work year with respect to his or her performance in these positions.
- 12. For curriculum and instruction developed beyond the school year as requested by the administrators, the following rates shall be paid:
 - a. If the employee is teaching a professional development course, he/she will be compensated at \$50.00 per hour of instruction, plus one (1) hour of preparation for every six (6) hours of instruction.
 - b. If an employee is a student in the course he/she will be compensated \$30.00 per class hour.
 - c. If the employee is writing and developing curriculum for the District he/she will be compensated \$40.00 per hour
 - d. When the District requires employees to take a course and provides release time during the academic year to do so, and the District also provides the same course during weekends or vacation times, an employee who elects to take the course during weekends or vacation time will not receive the compensation given in item b.
- 13. The Association and District agree to form a joint sub-committee to research the potential to improve upon the current Unit A compensation model. The sub-committee shall consist of three (3) District and three (3) Association members, who will review current and alternative models. The sub-committee will report all relevant data, both pros and cons, and analyses of the financial impact of models explored to the full negotiations committee on an on-going basis, to be completed no later than the close of fiscal year 2015. This timeline may be extended by mutual agreement of the full negotiations committee.
- 14. The Association and District agree to form a joint sub-committee to research the potential to improve upon the current Unit A stipend model. The sub-committee shall consist of three (3) District and three (3) Association members, who will review current and alternative models. The sub-committee will report all relevant data, both pros and cons, and analyses of the financial impact of models explored to the full negotiations committee on an on-going basis, to be completed no later than the close of fiscal year 2015. This timeline may be extended by mutual agreement of the full negotiations committee.

15. The Association and District agree to form a joint sub-committee to reopen FY16 and FY17 Exhibit B Stipends. The committee shall consist of three (3) District and three (3) Association members. The sub-committee will:
1. Compile and update the lists of current stipends through-out the district differentiating between grant and operating budgets.
 2. Review the related work hours and compensation for each stipend.
 3. Create a one sentence description of each position.
 4. Develop a method for assessing value of new positions.
 5. Assume all other responsibilities necessary to complete Exhibit B work.

The sub-committee will report all work on an on-going basis to be completed no later than the close of FY15.

16. **MBE Team Collaboration Time Subcommittee**

The Association and District agree to form a joint sub-committee to explore ways that time is being allocated and used at the elementary school with the aim of increasing dedicated time for common planning, teaming, and collaboration. The committee shall consist of three District and three Association members. The sub-committee will report all relevant data, pros and cons, and analyses of the financial impact of options explored to the joint negotiation committees on an ongoing basis to be completed no later than the close of fiscal year 2015. This timeline may be extended by mutual agreement of the joint negotiation committees.

17. **Workload at MMRHS Subcommittee**

The Association and District agree to form a joint sub-committee to explore the implications of teaching “a sixth (6th) period”. The committee shall consist of three (3) District and three (3) Association members. The sub-committee will report all relevant data, pros and cons, and analyses of the financial impact of options explored to the joint negotiation committees on an ongoing basis to be completed no later than the close of fiscal year 2015. This timeline may be extended by mutual agreement of the joint negotiation committees.

ARTICLE IV – LONGEVITY

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

Completed Years of Service	<u>14/15</u>	<u>15/16</u>	<u>16/17</u>
15 – 19 Years	\$150	\$200	\$250
20 – 24 Years	\$275	\$275	\$500
25 + Years	\$725	\$850	\$1,000

2. The completed years of service must be full school years as Unit A member in Berkshire Hills Regional School District and do not have to be consecutive.
3. Employees who received payment under the prior longevity process and who would like to engage in the new process shall return all funds received to the District. Once that is complete, they will be eligible for the payment under Article IV, Section I.
4. Employees who are new to the District and hired within the first twenty (20) school days shall have their first year counted as a full school year of service.

ARTICLE V - GRIEVANCE PROCEDURE

1. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
2. For the purposes of this article, communication by e-mail is encouraged.
3. Parties are encouraged to seek resolutions to disputes or conflicts through collegial, respectful and prompt face-to-face conversations directly with the person involved and/or their Immediate Supervisor.
4. Prior to an employee or the Association (hereinafter referred to as the "grievant") filing a formal grievance, the grievant shall submit the details and circumstances of the potential grievance to the Berkshire Hills Association President within those twenty (20) working days immediately ensuing the day of the occurrence of those acts or omissions upon which the grievance is premised. The President will notify the Superintendent, who will arrange a Meet and Confer session unless deemed inappropriate by consensus of School Committee Chair and Berkshire Hills Education Association President or their designees within fifteen (15) working days, between the Berkshire Hills Education Association negotiations team and School Committee negotiations team to discuss the matter in the hope of finding a resolution.

5. **Level One.** If a potential grievance is not resolved to the satisfaction of the grievant within six (6) working days following the Meet and Confer session, the grievant may elect to formally file a grievance. The grievant shall present the grievance in writing to his/her Building Principal. The written letter shall cite the alleged grievance and the exact article and section upon which said grievance is premised. (If the involved grievant is not directly responsible to an individual Building Principal, the presentation shall be made to the grievant's Immediate Supervisor.) The Building Principal or Immediate Supervisor shall return a written reply to the grievant within six (6) work days.

6. **Level Two.** If the grievance is not resolved to the satisfaction of the grievant within six (6) work days after the date of the Building Principal's or Immediate Supervisor's reply at Level One, the grievant may appeal this work related problem to the Superintendent. The grievant shall do this by sending a written request to the Superintendent for a meeting. The Superintendent shall hold such meeting within six (6) work days after the date of the grievant's written request. The Superintendent or his/her designee, may call any pertinent parties to the meeting for information. The Superintendent or his/her designee, shall return a written reply to the grievant within six (6) work days after the date of the meeting.

7. **Level Three.** If the grievance is not settled to the satisfaction of the grievant within those six (6) work days after the date of the Superintendent's replay at Level Two, the grievant may appeal the grievance to the School Committee. This shall be done by sending a written request to the School Committee via the Superintendent, for a meeting. The School Committee shall hold such meeting at a special meeting called for that purpose or at its next regularly scheduled School Committee meeting. Whether such meeting is held in open or executive session shall be covered by the provisions put forth by Chapter 39, Section 23 A, B and C of the Massachusetts General Laws, as amended by Chapter 303 of the Acts of 1975 (Open Meeting Law). The School Committee shall return a written replay to the grievant within six (6) work days after the date of the meeting.

8. The time limitations mentioned in this Article may be waived in writing by mutual agreement of the employee or the Association and the District.

9. An employee may pursue a grievance through the level prior to arbitration and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this contract.

10. If a grievance is resolved at any of the above levels, the Association filing the grievance will communicate in writing that the grievance has been resolved and therefore, dropped. A summary of the agreed upon resolution shall also be put in writing. The correspondence will be addressed to the last person to hear the grievance.

11. **Level Four.** If the alleged grievance is not resolved to the satisfaction of the employee and the Association within twenty (20) calendar days immediately ensuing the response at Level Three, the Association may submit a grievance in writing to arbitration, provided that the Association shall contemporaneously with the submission to arbitration, advise the District in writing, that the Association is of the opinion that the grievance is meritorious

The following general provisions shall pertain to arbitration:

- a) Within ten (10) work days after written notice has been given by the Association to the District that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Association and the School Committee will agree upon a mutually acceptable arbitrator and will obtain such commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the designation of an arbitrator by the American Arbitration Association or by mutual agreement, the parties may request an arbitrator through the Massachusetts Division of Labor Relations. The parties will be bound by the rules of procedure of the American Arbitration Association or Massachusetts Division of Labor Relations, in the designation of an arbitrator and the proceedings before him/her as otherwise herein provided.

- b) The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.

- c) The arbitrator will confer with the representatives of the School Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which

modifies or abridges the rights and prerogatives of the Committee as set forth in Article II of this agreement, or which requires the commission of an act prohibited by law.

- d) The arbitration hearing will be held within the District unless both parties agree to another designated place.
- e) The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said employee or Association may have with respect to the matter submitted to said arbitration.

- 12. The District acknowledges the right of the Association to participate in the processing of a grievance at any level. Provided the parties agree, Level One and/or Level Two of the grievance procedure may be passed and the grievance brought directly to the next step. No reprisals of any kind will be taken by the District or its agents or members of the School Committee because of the participation in this grievance procedure or by any bargaining member against the District or its agents or members of the School Committee. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 13. The District and the Association will cooperate with each other in the investigation of any grievance and, further, will furnish to each other such information, if available, as required for the processing of any grievance. Grievance meetings and the investigation of the same will normally take place outside of school hours. Arbitration meetings will be held outside of school hours.

ARTICLE VI – AGENCY FEE

The Committee will respect the position of the Berkshire Hills Education Association as the sole and exclusive bargaining agent for all employees in Unit A on matters of wages, hours, and conditions of employment for the life of this Agreement. The parties therefore agree that:

- 1. Effective thirty (30) days after the commencement of the school year or the commencement of employment, whichever comes later, each employee in accordance with M.G.L. c. 150E, shall be required to pay the service fee to the Berkshire Hills Education Association as a condition of his/her employment in the District.

2. Any employee who fails to pay the service fee in lieu of dues to the exclusive bargaining agent shall be subject to legal action by the Berkshire Hills Education Association for collection of said fee. Any cost of collecting said fees will be added to the individual's total service fee due. The Berkshire Hills Education Association will be solely responsible for enforcing provisions of this Section. The District will not be responsible to enforce any provision of this Section.
3. The Berkshire Hills Education Association will indemnify, defend and hold harmless the District against any and all claims, actions, or lawsuits of any kind or description, whether at law or inequity, and whether based on statute, constitution or common law, made or instituted against the District or its agents, employees or administrators, resulting from this section. Specifically, the Berkshire Hills Education Association will have no right of action by way of contribution, counterclaim, or other basis against the District. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the Berkshire Hills Education Association will pay any and all costs of those damages, including interest and charges.
4. If any court of competent jurisdiction determines that any part of this Section 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this 1, 2, and 3, will be null and void.
5. The service fee shall be calculated in accordance with provisions of the M.G.L. c. 150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the Berkshire Hills Education Association.
6. Should an employee have a bonafide and documented moral or religious objection to joining the Berkshire Hills Education Association or paying an agency fee, the employee may make a contribution to a non-profit, non-denominational, non-political organization dedicated to benefiting school age children. Any such non-profit must be approved by the Berkshire Hills Education Association and any such donation must be in an amount equal to the Agency Service Fee as set by the Berkshire Hills Education Association.

ARTICLE VII- TRANSFERS, REASSIGNMENTS, VACANCIES, AND PROMOTIONS

1. Whenever the Superintendent decides to transfer or reassign an employee, he/she shall, at least twenty-one (21) days prior to the effective date of such transfer or

reassignment, give the employee written notice of the transfer or reassignment and the reasons therefore. No transfer or reassignment can take place in less than twenty-one (21) days before the opening of school unless by mutual agreement of the Superintendent and the employee. The employee may, within those five (5) work days immediately ensuing the receipt of said notice, request in writing of the Superintendent a conference to discuss such transfer or reassignment. The Superintendent shall, upon receipt of such written request from employee and within those three (3) work days immediately ensuing the receipt of such request, confer with the employee. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V.

2. Whenever an employee wishes a transfer or reassignment, he or she shall make application therefore. Said application shall be in writing, addressed and delivered to the Superintendent, and shall set forth the transfer or reassignment sought and the reasons therefore. If the grant of the requested transfer or reassignment shall not, either directly or indirectly, cause the transfer or reassignment of an employee other than the applicant, the Superintendent shall, within the ten (10) work days immediately ensuing the date of the receipt of said application, advise the employee of his/her decision. If the grant of the applied for transfer or reassignment shall, either directly or indirectly, cause the transfer or reassignment of an employee other than the applicant, the Superintendent shall advise the applicant employee of his/her decision within ten (10) work days after having complied with the provisions of the first paragraph of this Article. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V.
3. Whenever a vacancy in a professional position occurs, which is deemed by the District to involve a promotional opportunity for employees as opposed to a transfer or reassignment, the Superintendent shall, as soon as practicable, post a notice of the vacancy upon the appropriate bulletin board in each building. Such notice shall set forth the minimum qualifications for the position, its duties, and anticipated range of compensation to be paid, and the date that the Superintendent expects the vacancy to be filled. Applications for such positions shall be accepted from professional personnel within and without the District. The Superintendent shall, in selecting an applicant, consider the professional background, attainments, and experience of each applicant, together with such other factors it shall deem to be relevant. If, in the judgment of the Superintendent the professional background, attainments, and experience of the applicants deemed by it to be most qualified are, in its opinion, substantially equal, it will give preference to an applicant then currently employed by the District unless, in the opinion of the Superintendent the grant of such

preference shall not be in the best interest of the District. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article V. However, the Superintendent, in the event that preference for employment of an applicant from without the District, shall notify, within ten (10) work days prior to awarding such position to the applicant from outside the District, in writing, each applicant from within the District of the expression of such preference. Within the three (3) work days immediately ensuing the date of such written notice, an applicant from within the District may request, in writing, to meet personally to confer with the Superintendent. Such request shall be granted before an applicant from outside of the District is employed.

ARTICLE VIII - WORKING HOURS, YEAR AND LOAD

1. The District will annually establish starting and dismissal times in accordance with the statutory requirements. The starting time of the established work day will not be earlier than 7:30 a.m. Elementary students must be scheduled for and receive a minimum of 900 instructional hours per school year. Middle school and secondary school students must be scheduled for and receive 990 instructional hours per school year.
2. The work day of the Unit A employee shall begin 12 minutes before the established starting time and will end 15 minutes after the established dismissal time for students. The Unit A workday may vary among grade levels and buildings; however, the workday will not exceed seven hours, twelve minutes, or the equivalent of thirty-six (36) hours a week if mutually agreed upon by the District and employee.
3. If it is determined that through flexible scheduling of the day the needs of students could be better met, the work day of the employee may be adjusted as follows:
 - a) Staff hired prior to April 1, 2005 shall only be assigned a contiguous work day outside established work day hours by mutual and voluntary agreement between the staff member and administration.
 - b) Employees hired after April 1, 2005 may be assigned a contiguous work day outside the established work day hours which is seven hours, twelve minutes in length. Employees hired after April 1, 2005 may be assigned a non-contiguous work day only if it is mutually agreed upon by the District and employee. In accordance with Section 10 of this Article, staff will be notified

by June 1 of the grade, subject and hours they will teach during the following year.

4. The "work year" of the employee (other than new personnel who will be required to attend an additional induction session) will begin no earlier than August 25 and terminate no later than June 30. However, the Superintendent may request to the Association by April 15 that the school year begin prior to August 25. The Association must notify the Superintendent of its decision by May 15. The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which employee attendance, in the opinion of the Superintendent, is desirable, provided, however, that the work year shall not exceed 184 days and provided, further, that said work year shall not include Saturday or Sunday or those holidays celebrated by the Commonwealth of Massachusetts.

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

5.
 - a. All teachers in the secondary and middle schools shall have five class periods during each week of the school year during which the only duty of the employee shall be that of preparation for class. Elementary prep time shall be assigned in daily blocks of 40 consecutive minutes where feasible up to 260 minutes. With respect to such part-time employees, preparation time shall be provided on a pro-rated basis. For the 2014-2015 school year classroom teachers at Muddy Brook will continue to get their five (5) 45 minute blocks for prep and one (1) 45 minute block for common planning.
 - b. The District recognizes that for teachers in the secondary and middle schools, having more than five (5) periods of classroom instruction per day may not result in the highest quality instruction practicable. At the high school, teachers will be assigned for a maximum of six (6) class periods, ideally five (5) instructional periods and one (1) duty period. A duty is defined as a study hall or a similar student supervision, or monitoring students when they are not in the classroom. In addition each teacher may be assigned to cover a Community Group. Inasmuch as the decision of the Principals regarding said assignments is a matter of educational policy, said assignments shall be subject to provisions of Article V through Level III, but shall not be subject to arbitration.
6. The District recognizes the importance of maintaining class sizes conducive to learning. Therefore, with the exception of classes such as band, physical education,

chorus and any other classes customarily larger in size, the District will strive to maintain average class sizes that do not exceed in a building as follows:

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

7. All employees shall have a duty-free lunch period of thirty (30) consecutive minutes. Duty-free is defined in accordance with definitions provided by the Department of Labor.
8. Employees may be required to report after the end of the work day without additional compensation for the following purposes: (a) for meetings not exceeding twenty (20) in number; (b) for participation in a minimum of two (2) and a maximum of four (4) parent teacher conferences, if necessary. The format of the parent conferences will be developed by administrators and employees at each building level; and; (c) for purposes of rendering assistance to students on a regularly scheduled basis.
9. In lieu of obtaining non-professional or para-professional personnel to perform additional non-teaching duties, teachers may volunteer time above their contractual obligation to perform such non-teaching duties. Employees who so volunteer shall be compensated as provided in Exhibit B.
10. Employees shall be notified by the administration, in writing, of their tentative program for the next ensuing year, which shall include the schools, grades, subjects and hours that they will teach, by that June 1 which immediately precedes the commencement of the next ensuing year.
11. The Superintendent shall assign employees within their areas of certification and competence. It is the responsibility of every educator to be fully licensed at all times and to meet all licensure requirements in effect at the time of employment. The District will employ only fully licensed teachers, or those on approved Department of Education waivers. The District will strive to hire only the most highly qualified and motivated teachers. All employees will provide the Superintendent’s office with a copy of their current licensure so that one will always be on file.
12. District shall reimburse employees for use of their motor vehicles and other education related expenses as per School Committee Policy. Reimbursement will

be made upon submission, accompanied by a District mileage reimbursement voucher and receipts, and authorized by the Building Principal or administrator for reimbursement within 30 days of said use with final submission on June 30, of the school year in which such use occurred.

13. Guidance counselors, school adjustment counselors, speech pathologists, horticulture teachers, psychologists and librarians may be requested to work an extended work year (an “eleventh month”). The extended work year shall not exceed twenty (20) days between the closing of the regular work year and the first day of classes the succeeding school year. The workday shall not exceed 6 ½ hours plus a 30-minute lunch period. The workday shall fall within the hours of 7:30 a.m. – 4:00 p.m. as designated by the Building Principal.

Guidance counselors, school adjustment counselors, speech pathologists, horticulture teachers, psychologists and librarians shall be assigned to an extended work year on a volunteer basis unless an insufficient number volunteer. In this event, the Building Principal shall have the authority to assign an extended work year or portion thereof provided reasonable advance notification shall have been provided to the counselor(s), school adjustment counselors, speech pathologists, horticulture teachers and librarians.

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

Compensation for each day worked shall be at the counselor’s, school adjustment counselor’s, speech pathologist’s, horticulture teacher’s, psychologist’s or librarian’s per diem rate and shall be paid bi-weekly. Federal and state taxes shall be withheld in addition to the guidance counselor’s, school adjustment counselor’s, speech pathologist’s, teacher’s or librarian’s appropriate retirement portion.

ARTICLE IX- REDUCTION IN FORCE

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

Should further reductions be necessary, severance pay will be offered to the employee(s) directly affected by this reduction in force and selected by the

Superintendent. The Superintendent shall offer and subsequently provide, in writing, severance pay equal to 12.5% of the employee's current salary provided:

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

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

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

ARTICLE X - RECALL RIGHTS AND PROCEDURE

1. If the Superintendent should decide to terminate the employment of an employee serving at the discretion of the Superintendent (a professional status teacher) because of a decline in pupil enrollment, budgetary constraints or programmatic changes, the Superintendent shall deliver to the employee a written notice of termination which will affirmatively set forth: (1) the date of termination and (2) a statement that such termination is because of a decline in pupil enrollment, budgetary constraints or programmatic changes, and (3) the areas within which the said employee is then certified to teach according to the records of the District.
2. If within the one-year period immediately ensuing the termination of the employment of a professional status employee because of a decline in pupil enrollment, budgetary constraints or programmatic changes, a teaching vacancy shall occur within the District, the Superintendent shall (1) so notify, in writing, those professional status employees whose employment has been terminated

(because of a decline in pupil enrollment, budgetary constraints or programmatic changes) within that one-year period immediately preceding the date that the vacancy is to be filled and who are certified to fill the vacancy, and (2) appoint to such vacancy an employee who has been so notified and who has within the fourteen (14) work days immediately ensuing the date of the aforesaid notice delivered or caused to be delivered to the Superintendent a written request for appointment to such vacancy. If two (2) or more employees shall have requested appointment to such vacancy in a timely manner, the Superintendent shall appoint the employee who is deemed to best serve the interests of the District. In considering the employee who will best serve the interests of the District, the Superintendent will consider the classroom performance of the employee, areas of certification, length of service as a full-time teacher in and out of the District and that work done outside the classroom by the employee. Primary consideration, however, will be the performance of the employee. The decision of the Superintendent as to the recipient of such appointment shall be final and binding and shall not be subject to either grievance or arbitration.

3. In the event that an employee whose employment has been terminated as provided in this article acquires further certification within the one-year period immediately ensuing the date of termination, the employee shall so notify the Superintendent. Such notice shall be in writing and shall set forth the fact of such additional certification and the details thereof. Absent such notification, it shall be conclusively presumed that an employee holds only such certification as is set forth in the written notice of termination referred to in paragraph 1 of this article.
4. The notice referred to in paragraph 2 of this article to be given by the Superintendent to the employee shall be delivered by certified mail receipt mail to the last known address of the employee as such address appears upon the records of the District. It is the burden of the employee to advise the Superintendent of any change of address occurring subsequent to the termination of employment.

ARTICLE XI – DISCIPLINE, DISCHARGE AND SUSPENSION

1. The Berkshire Hills Education Association and each employee recognize the authority and responsibility of the District to reprimand and discipline an employee for just cause. No employee in the bargaining unit shall be discharged, disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. If an employee is to be reprimanded or disciplined by a Building Principal or a

member of the administration above the level of Building Principal, the employee shall have the right to have a member of the Berkshire Hills Education Association present. Any reprimand by a Building Principal or any member of the administration above the level of Building Principal shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article V unless the employee or Association proceeds to challenge the reprimand or discipline in a proceeding provided by statute including but not limited to Massachusetts General Laws, Chapter 71, Section 42, in which event neither the employee nor the Association shall use grievance or arbitration provided for in Article V of this agreement. If an employee or Association files a grievance under Article V which in any way involves a reprimand or discipline and proceeds to arbitration, both the employee and Association shall be deemed to have waived all rights to challenge the reprimand or discipline directly or indirectly in any court of law, in any administrative proceeding and before an arbitrator appointed under Massachusetts General Laws, Chapter 71, §42.

2. The non-renewal of an employee who has not attained professional status shall not be considered as either discipline or reprimand.
3. The layoff or dismissal of an employee without professional status pursuant to M.G.L. Chapter 71, §42, who has not been teaching in the District more than ninety (90) school days, shall not be considered as either discipline or reprimand.
4. Oral statements concerning conduct, acts or omissions of a teacher shall not be considered a reprimand or discipline unless reduced to writing and placed in an employee's personnel file.

ARTICLE XII - EMPLOYEE FACILITIES

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

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

ARTICLE XIII - SICK LEAVE

1. A full-time, full year employee shall be credited with five (5) days of sick leave on the first day of each work year that employee reports for duty. Part-time, full year employees shall be granted sick days proportionate to their part-time equivalence. (i.e., a .6 FTE will be granted five (5) .6 sick days rather than five (5) full day sick days). Employees who are on approved leaves of absence will receive, upon their return to work, a pro-rated number of sick days proportionate to the amount of time to be worked that school year.
2. Each employee shall be credited during the work year with one (1) day of sick leave for each month worked by the employee.
3. Unused sick leave shall be accumulated to a maximum of 180 days.
4. An employee who, because of illness, is absent from work on any given day for less than one-half of the regular workday shall be deemed not to have been absent on said day.
5. In the event of the absence of an employee because of personal illness for more than five (5) consecutive days in any work year, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician substantiating such illness. In the event of the absence of an employee because of illness for more than ten (10) cumulative days within any twenty (20) consecutive work days, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician indicating that said employee is then fit to resume his or her duties. Such certificate shall be at the expense of the District.
6. Employees who have accumulated one hundred eighty (180) sick days and who have achieved perfect attendance (no sick days) during an academic year will be compensated at their own per-diem rate of one (1) day's pay at the conclusion of that work year.
7. An employee may use sick leave for rendering necessary care to an ill member of the employee's immediate family (employee's spouse, child, parent). In the event of the absence of an employee because of illness within the immediate family for more than five (5) consecutive days in any work year, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician substantiating such illness.

8. District Sick Leave Reserve

- a. Each employee shall annually be assessed two (2) days of sick leave to be transferred to the District Sick Leave Reserve. Such transfer shall be effective on the first day of the regular school year or on the first day of the employee's work year should the employee be hired as a full-time permanent employee after the start of the school year.
- b. If 50% or more of the days placed in the District Sick Leave Reserve remain unused on the final day of the school year, one (1) sick day will be returned to each participating member of each participating unit at that time, not to exceed the cap of 180 days per employee.
- c. In the event that the District Sick Leave Reserve usage will exceed the total number of sick days used in a given year, a Meet and Confer of the District Sick Leave Reserve Committee of each of the participating units will be held to discuss increasing the donation of sick days.
- d. The District Sick Leave Reserve shall be annually reduced to zero on the first day of the next fiscal year.
- e. Upon receipt of a request from a certified full-time permanent employee for personal sick leave, the Sick Leave Reserve Committee (SLRC) shall meet to vote approval of the request, provided the following guidelines shall have been fulfilled:
 - 1) The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
 - 2) The employee shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
 - 3) The request must be for no more than thirty (30) workdays.
- f. Available Family Medical Leave Act (FMLA) leave shall be used concurrently with use of the Sick Leave Reserve days. (refer to Article XIV.9 – Family Medical Leave Act)

- g. Employees granted sick leave under this provision may request additional sick leave by providing documentation of a continuing, substantial and critical need. However, such additional sick leave shall not exceed sixty (60) additional workdays.
- h. The Sick Leave Reserve Committee (SLRC) shall consist of:
 - 1) the Berkshire Hills Education Association President or designee,
 - 2) the Chairperson of the Berkshire Hills Regional School District School Committee or designee,
 - 3) the Superintendent of the Berkshire Hills Regional School District or designee.
- i. The SLRC shall have the authority to grant additional days upon proof of sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.
- j. The decision of the SLRC shall not be grievable under Article V.

ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE

1. **Professional Leave:**

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

- a. For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent and then only for a period of not in excess of one (1) day;
- b. For the purposes of attending convention, seminars and conferences, provided request is made to the Superintendent in writing at least ten (10) days before the commencement of the time of the requested absence.

2. **Three Hour Clause:**

Upon request the Superintendent shall grant five (5) temporary leaves of absence without loss of pay not to exceed three (3) hours in a given day per employee per school year.

3. **Personal Leave:**

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

- a. Employee may not take leave on in-service days and on the last workday preceding a holiday or vacation or on the first workday following a holiday or vacation except when granted by the Superintendent for hardship reasons.
- b. Employee gives the Superintendent or his/her designee written request at least 24 hours in advance (except in the case of emergency the request may be given in less than 24 hours in advance).
- c. Notwithstanding the foregoing, Superintendent/designee may deny employee's request for leave if more than six (6) teachers at Monument Mountain High School or three (3) teachers at any other of the District's schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.
- d. The Superintendent may, but need not, grant one (1) additional day of temporary leave. The grant or denial of such leave shall not constitute precedent to grant or deny temporary leaves requested by the same or another employee.
- e. The Superintendent may, at his/her discretion, grant additional days of leave without pay for extenuating circumstances.

4. **Bereavement Leave:**

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

- a. In the event of the death of the spouse, child, brother or sister, or parent of the employee, for a period not to exceed five (5) consecutive work days. The leave shall commence on or about the date of death. This leave

also applies to any other person who acted in the capacity of a parent or child.

- b. In the event of the death of a grandparent, family-in-laws, aunt or uncle of the employee, for a period not to exceed three (3) consecutive work days. The leave shall commence on or about the date of death.
- c. For such bereavements as the Superintendent shall deem appropriate.

5. Religious Observance

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

6. Other

- a. All numbers given are for full-time full-year employees (1.0 FTE). All employees who are full-year part-time employees, employed less than 1.0 FTE, will be eligible for the same number of days per leave, but at their part-time equivalent. For example, a .5 FTE employee will be eligible for three (3) half day (.5) personal days.
- b. All employees who are employed only part of the year, such as those on approved leaves of absence, shall have all leaves pro-rated. For example, an employee who is on a half year leave of absence will be eligible for 1.5 personal days and may request an additional one half (1/2) day discretionary personal day. The only exception to the pro-rated standard for employees fitting this definition will be bereavement leave.

7. Other Leave:

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

- a. Because of illness or injury which does not come within the purview of Article XVI or which extends beyond the period provided for in said article.
- b. For sabbatical leave. With respect to leave under this paragraph (b), the

employee must submit an application of intent to seek such leave to the Superintendent on or before that November 1 of the year preceding the year during which the leave is to commence. Said application shall set forth such information as will enable the Superintendent to review deliberatively and act upon such request. The applicant will be notified in writing by December 1 that his/her application has been approved or denied. If granted, employee must formally notify the Superintendent in writing by April 1 of the year in which the sabbatical is desired if he/she intends to take such a sabbatical. Employees will be compensated at the rate of 75% of their regular teaching or administrative salary in effect at the time of the sabbatical. Employees on sabbatical shall have the option of receiving this compensation in 21 bi-weekly payments, beginning with the first payment in September and ending with the last payment in June. Employees wishing to be compensated in this manner should notify the Superintendent by June 1. An employee taking a sabbatical will be under obligation to return the following year to the Berkshire Hills Regional School District as stated in chapter 71, Section 41A of the General Laws.

- c. For academic pursuit not coming within the purview of 4(b) hereof, and application for which has expressly been requested under this paragraph 4(c).
- d. For such other reasons as the Superintendent shall deem appropriate.
- e. For attendance at legal proceedings, including administrative hearings, provided such attendance is at the request of District.

8. Jury Duty:

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

- a. Employees summoned to jury duty shall serve without loss of pay or benefits. The employee shall provide the Building Principal and Superintendent with a copy of the summons to serve on a jury no later than ten (10) days after its receipt and the employee shall also complete a leave of absence form forwarded to the Superintendent.
- b. For jury service beyond three (3) days, the District shall pay the employee the difference between what is paid the juror by the state and the per-diem salary of the employee.

- c. The employee shall notify his/her Building Principal as soon as possible if he/she is not required to report for jury duty on any given day, and he or she will report to work that day.
- d. If an employee is released early from jury duty, he or she shall notify his or her Building Principal as soon as possible and, if so directed, shall promptly report to work for the balance of the workday
- e. Employees must turn in documentation of the days served on jury duty along with their jury duty pay as soon as it is received to the central business office.

9. **Family Medical Leave Act**

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

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

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

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

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

The District shall continue to pay its portion of the employee's group health insurance premium during the approved leave period unless the employee declines

such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the District that the employee will not return from leave.

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

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

In addition, any female employee who had completed the initial probationary period but has not met the requirements of the FMLA shall be granted up to eight (8) weeks of maternity leave under the provisions of the Massachusetts Maternity Leave Act (MMLA). Employees so covered shall be entitled to use all accrued personal and sick leave time.

ARTICLE XV - PROFESSIONAL DEVELOPMENT PROGRAMS

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

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

ARTICLE XVI - INJURY IN THE COURSE OF EMPLOYMENT

1. If an employee, because of injury sustained in the course of and arising out of the employee's employment by the District, is receiving weekly total incapacity compensation benefits under Chapter 152 of the General laws of the Commonwealth of Massachusetts (Workers' Compensation Act), the District shall pay to such employee each pay period, so long as such employee is receiving such benefits, an amount equal to the difference between the employee's salary at the time of such injury and amount of weekly indemnity being received by the employee. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such employee's accumulated sick leave days by such employee's per diem rate. (Total amount

payable = number of employee's accumulated sick days x employee's per diem rate.) The number of accumulated sick leave days available to the employee shall be reduced by an amount equal to the total sum paid to the employee under this article divided by the employee's per diem rate. (Number that accumulated sick days is to be reduced by = total sum paid to employee divided by employee's per diem rate.) This method of calculation results in only a part of a sick day being used for each day an employee receives workers' compensation until all sick days have been utilized. The part of the sick day used is equal to the proportional amount of pay provided by the District. For example, if the per diem of the employee is \$200 and workers' compensation pays \$150 then the Berkshire Hills Regional School District pays the remaining \$50. Thus only .25 of a sick day is used and the employee still has .75 of that sick day available.

2. If the injury of an employee comes within the purview of both this Article and Article XIII, it shall be deemed to come within the purview of this Article and such employee shall not be paid any benefits pursuant to Article XIII for such illness or injury except as is provided in the preceding paragraph.

ARTICLE XVII - PROTECTION

1. Employees will immediately or as soon as practicable report, in writing, all cases of assault made or suffered by them in connection with their employment, to the Superintendent and the Building Principal. The Building Principal shall, if requested by the employee:
 - a. Request the Great Barrington Police Department to investigate the incident and;
 - b. Request the Great Barrington Police Department to assist the employee to obtain a show-cause hearing;
 - c. The District's legal council will assist the employee up until criminal complaint is filed.
2. If criminal complaint(s) are issued against an employee alleging that he/she committed an assault in connection with his/her employment, the District will reimburse the employee reasonable legal fees incurred by the employee in the defense of such complaint(s) if the employee is found not guilty of all assault complaint(s).

3. The District agrees to indemnify employees in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.
4. If a duly authorized administrator shall require an employee to transport one or more students to or from a school activity, the District shall indemnify and save harmless the said employee against any and all liability, loss, damages, costs or expense, which employee may thereafter incur, suffer or be required to pay by reason of any injury or damage caused by, and arising out of such transportation to the extent permitted by the laws of the Commonwealth of Massachusetts. The employee shall immediately or as soon as practical report all incidents for which indemnification of an employee may be available and comply with any reasonable request from the District for information in the employee's possession relating to the incident and the persons involved. The employee will also comply with the provisions of M.G.L. C. 258.
5. The District shall maintain non-owned motor vehicle liability insurance in an amount of not less than one million dollar (\$1,000,000) combined single limit.

ARTICLE XVIII - EMPLOYMENT OF ADULT EDUCATION TEACHERS FOR NIGHT AND SUMMER SCHOOL EMPLOYEES

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

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

ARTICLE XIX – INSURANCE AND ANNUITY PLAN

1. Prior to the start of the new school year, each employee shall receive, in addition to his/her contract, a statement of such employee's benefits as appropriate, including but not limited to health, life and disability insurance.
2. The District will pay the percentage hereinafter provided for the cost of one of the following types of insurance selected by an employee:

- a. The cost of a Point of Service plan (POS) with such benefits and through such organizations as the District may from time to time elect.
 - b. The cost of a Preferred Provider Plan (PPO) with such benefits and through such organizations as the District may from time to time elect.
 - c. The cost of a Health Maintenance Organization plan (HMO) with such benefits and through such organizations as the District may from time to time elect.
3. The percentage of a premium that the District pays for Health Insurance plans is as follows:

Health Insurance Plans

	<u>FY15</u>		<u>FY16</u>		<u>FY17</u>	
	<u>District / Employee</u>		<u>District / Employee</u>		<u>District / Employee</u>	
Preferred Provider Organization Plan (PPO)	72.5%	27.5%	72.5%	27.5%	72.5%	27.5%
Point of Service Plan (POS)	75%	25%	75%	25%	75%	25%
Health Maintenance Organization Plan (HMO)	82.5%	17.5%	82.5%	17.5%	82.5%	17.5%

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

8. Employees will be eligible to participate in a tax sheltered annuity plan pursuant to M.G.L. 71 § 37B.
9. Employees will be eligible to participate in a dental plan substantially equivalent to the plan offered by Blue Cross/Blue Shield through the Berkshire Health Group (BHG). Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the employee.
10.
 - a) Each employee, as a condition of the District paying for an HMO plan, or POS plan or PPO plan, shall from time to time as requested by the District provide the District with written statement of such employee's hospital and surgical coverage, HMO benefits, POS benefits and PPO benefits from all sources and provide such identifying information about the same as the District shall request.
 - b) Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any hospital or surgical benefit plan, or HMO plan, or POS plan or PPO plan if the employee is covered by the hospitalization and/or surgical coverage or HMO coverage, or POS coverage or PPO coverage through his/her spouse.
11. Both the Association and the District agree to establish an Insurance Advisory Committee (IAC) in compliance with Massachusetts General Law, composed of representation from both parties, and which may include representation from other employee groups.

ARTICLE XX - TEACHER EMERITUS

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

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

The appointment of a Teacher Emeritus shall be at the discretion of the Superintendent upon recommendation of the Building Principal on an annual basis.

Failure to appoint a retired teacher as a Teacher Emeritus shall not be a matter subject to the provisions of the grievance procedure.

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

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

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

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

ARTICLE XXI – DEDUCTIONS

The District agrees to deduct from the salary of its employees such sums as shall be duly authorized by the employees upon forms satisfactory to the District, including deductions for participation in the "tax sheltered" annuity plan, and such additional sums as are mechanically feasible.

The District will provide a Flexible Spending Plan (FSA) to all staff and will deduct an annual fee, to be deducted from participating members to cover the account cost mandated

by the provider and District administrative costs. If there are no costs mandated by the provider the District will waive the administrative costs.

ARTICLE XXII - ASSOCIATION PRIVILEGES

The District shall permit:

1. The Association to use bulletin boards provided by District for the purpose of displaying notices, circulars and other Association material.
2. The Association, upon reasonable notice, to utilize school facilities for the purpose of conducting the business of the Association.
3. Berkshire Hills Regional School District shall grant the Berkshire Hills Education Association President and his/her designee up to two (2) days in any one-work year for the performance of association business. Berkshire Hills Educators' Association agrees to pay the cost of substitute coverage under this article.
4. Berkshire Hills Regional School District agrees to provide Berkshire Hills Educators' Association with regularly scheduled meeting time (30 minutes) on District orientation and any full in-service days during the year at the discretion of the Superintendent of Schools.
5. Regularly scheduled meetings shall be held with the Berkshire Hills Regional School District Superintendent, Berkshire Hills Education Association President and representatives from both parties to discuss ongoing concerns which arise during the duration of this contract. Minutes will be taken and distributed to both parties.

ARTICLE XXIII - EMPLOYEE EVALUATION

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

During the term of the previous contract the Berkshire Hills Education Association and Berkshire Hills Regional School District School Committee adopted a supervision and evaluation model

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

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

ARTICLE XXIV- EMPLOYEE FILE

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

ARTICLE XXV- SPECIAL ASSISTANCE FOR EMPLOYEES

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

ARTICLE XXVI- CONTINUITY OF OPERATIONS

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

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

ARTICLE XXVII - GENERAL

1. The School Committee will promptly provide the Association with one copy of the minutes of official and open (as opposed to “Executive Session”) meetings of the School Committee together with attached documents after same have been duly approved by the District.
2. The School Committee agrees that any policy adopted which contravenes any express provision of this agreement or any portion hereof shall be of no force and effect.

ARTICLE XXVIII – ELECTRONIC INFORMATION

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

All employees are required to abide by the Berkshire Hills Regional School District Policy entitled Electronic Information Resources for Staff (IJNDC). Prior to authorization of a password on the District network, they must signify their

understanding of and agreement to comply with the policy by signing the Employee Signature Form for Electronic Information Resources Policy (IJNDC-E) (Exhibit E).

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

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

Any violation of the Electronic Information Resources Contract for Staff may result in the loss of the user's account and may result in further action as provided in this contract. Furthermore, the employees covered in this contract agree to report any misuses of the electronic information resources to the Technology Administrator or building administration.

ARTICLE XXIX – CRIMINAL OFFENDER RECORD INFORMATION (CORI)

The following applies to Criminal Offender Record Information (“CORI”) checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

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

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

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

1. The parties agree that, pursuant to M.G.L. c. 71 §38R and Implementation of the Chapter 77 of the Acts of 2013 “An Act Relative to Background Checks”, the State Applicant Fingerprint Identification System (SAFIS), current employees must complete the SAFIS check by the conclusion of the 2015-2016 contract year.
2. The Superintendent and/or the District's SAFIS Authorized Point of Contact will be the only persons authorized to request SAFIS.
3. All SAFIS reports will be maintained in the Superintendent's office, in separate confidential files as per state law and regulations. A copy of an individual's SAFIS report will be made available to the employee upon request. If the SAFIS report shows any activity, the employee will be notified and a copy will be immediately forwarded to the employee.
4. All reports will be stored and/or destroyed in accordance with state law and school committee policy and the District makes a suitability determination based on the results received. The receipts will be attached to the suitability determination and stored in a separate locked file once reports have been destroyed as completion of the requirement.
5. Any disciplinary action taken as a result of SAFIS will be in accordance with the terms of this Agreement, District Policy and/or applicable state law.

ARTICLE XXXI – DURATION AND RENEGOTIATIONS

This agreement shall be effective as of **July 1, 2014** and remain in full force and effect through **June 30, 2017**. Not later than **November 1, 2016**, the parties shall enter into negotiations with respect to a successor agreement as provided in Chapter 150E of the General Laws.

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

Berkshire Hills Regional School District

Signature - School Committee Chair

Date

Berkshire Hills Education Association

Signature – Association President

Date

Witness

Signature – Superintendent of Schools

Date

EXHIBIT A

FY15 Salary Schedule

STEP	BA	BA + 30 MA	MA + 30	CAGS MA + 60
1	<u>38,851</u>	<u>40,624</u>	<u>44,276</u>	<u>48,934</u>
2	<u>40,513</u>	<u>42,629</u>	<u>46,335</u>	<u>50,886</u>
3	<u>41,968</u>	<u>44,429</u>	<u>48,187</u>	<u>52,633</u>
4	<u>43,423</u>	<u>46,229</u>	<u>50,040</u>	<u>54,380</u>
5	<u>44,879</u>	<u>48,028</u>	<u>51,892</u>	<u>56,126</u>
6	<u>46,335</u>	<u>49,828</u>	<u>53,744</u>	<u>57,873</u>
7	<u>47,790</u>	<u>51,628</u>	<u>55,598</u>	<u>59,620</u>
8	<u>49,246</u>	<u>53,427</u>	<u>57,450</u>	<u>61,366</u>
9	<u>50,701</u>	<u>55,227</u>	<u>59,302</u>	<u>63,113</u>
10	<u>52,156</u>	<u>57,027</u>	<u>61,155</u>	<u>64,937</u>
11	<u>53,648</u>	<u>58,826</u>	<u>63,007</u>	<u>66,776</u>
12	<u>55,160</u>	<u>60,626</u>	<u>64,860</u>	<u>68,610</u>
13	<u>56,703</u>	<u>62,426</u>	<u>66,713</u>	<u>70,501</u>
14	<u>58,241</u>	<u>64,225</u>	<u>68,637</u>	<u>72,310</u>
15	<u>59,757</u>	<u>66,096</u>	<u>70,592</u>	<u>74,185</u>
16	<u>61,391</u>	<u>67,920</u>	<u>72,525</u>	<u>76,014</u>
17	<u>63,124</u>	<u>69,750</u>	<u>74,494</u>	<u>77,871</u>
18			<u>76,320</u>	<u>79,689</u>

Unit A members off step will receive a 2% increase above his/her FY 14 salary for FY15.

EXHIBIT A

FY16 Salary Schedule

STEP	BA	BA + 30 MA	MA + 30	CAGS MA + 60
1	<u>39,337</u>	<u>41,132</u>	<u>44,830</u>	<u>49,546</u>
2	<u>41,019</u>	<u>43,162</u>	<u>46,914</u>	<u>51,522</u>
3	<u>42,492</u>	<u>44,984</u>	<u>48,789</u>	<u>53,291</u>
4	<u>43,966</u>	<u>46,807</u>	<u>50,665</u>	<u>55,059</u>
5	<u>45,440</u>	<u>48,628</u>	<u>52,541</u>	<u>56,828</u>
6	<u>46,914</u>	<u>50,451</u>	<u>54,416</u>	<u>58,596</u>
7	<u>48,387</u>	<u>52,273</u>	<u>56,293</u>	<u>60,365</u>
8	<u>49,862</u>	<u>54,095</u>	<u>58,168</u>	<u>62,133</u>
9	<u>51,335</u>	<u>55,917</u>	<u>60,043</u>	<u>63,902</u>
10	<u>52,808</u>	<u>57,740</u>	<u>61,920</u>	<u>65,749</u>
11	<u>54,319</u>	<u>59,561</u>	<u>63,795</u>	<u>67,611</u>
12	<u>55,850</u>	<u>61,383</u>	<u>65,670</u>	<u>69,468</u>
13	<u>57,412</u>	<u>63,206</u>	<u>67,547</u>	<u>71,382</u>
14	<u>58,969</u>	<u>65,027</u>	<u>69,495</u>	<u>73,214</u>
15	<u>60,504</u>	<u>66,922</u>	<u>71,475</u>	<u>75,112</u>
16	<u>62,159</u>	<u>68,769</u>	<u>73,431</u>	<u>76,964</u>
17	<u>63,913</u>	<u>70,622</u>	<u>75,425</u>	<u>78,845</u>
18			<u>77,274</u>	<u>80,686</u>

Unit A members off step will receive a 2.2% increase above his/her FY 15 salary for FY16.

EXHIBIT A

FY17 Salary Schedule

STEP	BA	BA + 30 MA	MA + 30	CAGS MA + 60
1	<u>39,927</u>	<u>41,749</u>	<u>45,502</u>	<u>50,289</u>
2	<u>41,634</u>	<u>43,809</u>	<u>47,617</u>	<u>52,295</u>
3	<u>43,130</u>	<u>45,659</u>	<u>49,521</u>	<u>54,090</u>
4	<u>44,625</u>	<u>47,509</u>	<u>51,425</u>	<u>55,885</u>
5	<u>46,122</u>	<u>49,358</u>	<u>53,329</u>	<u>57,680</u>
6	<u>47,617</u>	<u>51,208</u>	<u>55,232</u>	<u>59,475</u>
7	<u>49,113</u>	<u>53,057</u>	<u>57,137</u>	<u>61,270</u>
8	<u>50,610</u>	<u>54,906</u>	<u>59,040</u>	<u>63,065</u>
9	<u>52,105</u>	<u>56,756</u>	<u>60,944</u>	<u>64,860</u>
10	<u>53,601</u>	<u>58,606</u>	<u>62,848</u>	<u>66,735</u>
11	<u>55,133</u>	<u>60,454</u>	<u>64,752</u>	<u>68,625</u>
12	<u>56,688</u>	<u>62,304</u>	<u>66,655</u>	<u>70,510</u>
13	<u>58,273</u>	<u>64,154</u>	<u>68,560</u>	<u>72,453</u>
14	<u>59,853</u>	<u>66,003</u>	<u>70,538</u>	<u>74,312</u>
15	<u>61,412</u>	<u>67,926</u>	<u>72,547</u>	<u>76,239</u>
16	<u>63,091</u>	<u>69,800</u>	<u>74,533</u>	<u>78,119</u>
17	<u>64,872</u>	<u>71,681</u>	<u>76,556</u>	<u>80,027</u>
18			<u>78,433</u>	<u>81,896</u>

Unit A members off step will receive a 2.25% increase above his/her FY 16 salary for FY17.

EXHIBIT B

MONUMENT MOUNTAIN REGIONAL

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
Athletic Director	10,000	TBD	TBD
Assistant to Athletic Director	5,125	TBD	TBD
<u>Head Coaches (Category I) *</u>	3,798	TBD	TBD
<u>Head Coaches (Category II)**</u>	2,372	TBD	TBD
<u>Assistant Coaches *** (Category I)</u>	2,372	TBD	TBD
<u>Assistant Coaches (Category II)</u>	1,481	TBD	TBD
<u>Other Positions</u>		TBD	TBD
After Prom Coordinator	948	TBD	TBD
Alternative Leadership Program	2,303	TBD	TBD
Band Director	3,798	TBD	TBD
Cheerleading	1,445	TBD	TBD
Class Advisor, Senior	1,139	TBD	TBD
Class Advisor, Underclass	948	TBD	TBD
*Drama Director	3,798	TBD	TBD
*Assistant to Drama Director	2,372	TBD	TBD
*Technical Stage Director	2,372	TBD	TBD
*Music Director for Dramatic Productions	2,847	TBD	TBD
*Choreography	2,372	TBD	TBD
*Musicians (4 @ \$672 each)	672	TBD	TBD
*Lighting	2,372	TBD	TBD
Key Club	1,044	TBD	TBD
Literary Magazine (Images)	2,372	TBD	TBD
Media Production Advisor	3,798	TBD	TBD
National Honor Society	1,044	TBD	TBD
Newspaper (Maroon Reflections)	3,798	TBD	TBD
Pathways	2,371	TBD	TBD
Project Sprout	3,075	TBD	TBD
Quiz Team Advisor	2,371	TBD	TBD
School Store Manager	1,329	TBD	TBD
Spartones	2,371	TBD	TBD
Students Activities Account Manager	2,661	TBD	TBD
Student Government	2,371	TBD	TBD
Shakespeare Program Advisor	1,120	TBD	TBD
Yearbook, Business	2,371	TBD	TBD
Yearbook, Literary	2,371	TBD	TBD
WISE	3,075	TBD	TBD
MCAS Tutoring	TBD	TBD	TBD

*The Berkshire Hills Regional School District will fund the Director position and three other positions, excluding 4 musicians which will be funded by the Booster Club. Should other negotiated positions be needed for a production, the Booster Club will fund them at the negotiated stipend rate.

EXHIBIT B (page 2)

<u>Monument Valley Regional Middle School</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
After School Activity Advisor	948	TBD	TBD
Additionally, stipended positions for short term 8 – 10 week activities, not to exceed 15 per year	948	TBD	TBD
The 15 stipended positions may but need not include:			
Band Director	1,139	TBD	TBD
Band Director	1,139	TBD	TBD
Drama Club Advisor	2,280	TBD	TBD
Musical Director	2,280	TBD	TBD
Newspaper/Magazine Advisor	2,280	TBD	TBD
Yearbook Advisor	2,280	TBD	TBD
Student Government Advisor	2,280	TBD	TBD
MCAS Tutoring	TBD	TBD	TBD

<u>Muddy Brook Regional Elementary School</u>			
<u>Stipended positions not to exceed 10 per year</u>	1,898	TBD	TBD
<u>The 10 stipended positions are for full-year programming equivalents. If a program was to be offered for half a year, the advisor would receive half the stipend and the remaining half could be used to fund an activity for the remainder of the year</u>			
Student Leadership Team Coordinator	1,852	TBD	TBD
Recess Activities Coordinator	1,852	TBD	TBD
<u>MCAS Tutoring</u>	TBD	TBD	TBD

Stipends paid in accordance with the contract are:

**Head Coaches (Category I) – Negotiated Sports Include: Baseball, Basketball, Cross Country Running, Football, Soccer, Softball, Tennis, Track, Volleyball, Wrestling.*

***Head Coaches (Category II) – Negotiated Sports Include: Golf, Skiing-Downhill, Skiing-Cross Country*

****Assistant Coaches – Negotiated Sports Include: Baseball, Basketball, Golf, Football, Soccer, Softball, Skiing, Track, Volleyball, Wrestling.*

Notes:

- 1. Stipends and/or positions can only be shared upon recommendation of the Building Principal and approval of the Superintendent and all paperwork has been completed.**
- 2. All salaries for extra-curricular positions that extend over a period in excess of one-half year shall be paid in two equal installments. One shall be at the conclusion of the period of service, the other shall be at a point approximately halfway through the period of service.**
- 3. Others shall be paid in full according to the following schedule (on or about):**

November 15 - March 15 - June 15

4. Stipends funded through grant revenue sources will be negotiated with the Berkshire Hills Education Association consistent with contracted stipends.
5. Non-professional duties performed by teachers per Article VIII Section 9 will be compensated at 1/5 the per diem prevailing substitute rate.

	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>
<u>SUPERVISION STIPEND</u>			
Department Supervisor K - 12	4,130	TBD	TBD
Department Supervisors – H.S.	3,305	TBD	TBD
Middle School Team Leader	2,081	TBD	TBD
Elementary School Grade Level/ Team Liaison	2,081	TBD	TBD
Elementary School Head Teacher	2,175	TBD	TBD
Title I Coordinator	2,242	TBD	TBD
Nurse Leader	3,305	TBD	TBD
Webmaster - 3 positions		TBD	TBD
(1-elementary, 1-middle, 1-high)	1,025		
Project / Shared Leadership	2,081	TBD	TBD

EXHIBIT C

NURSES SALARIES AND BENEFITS

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

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

EXHIBIT D

LONG-TERM SUBSTITUTES

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

- b. Long-term substitutes shall be eligible for Jury Duty benefits, as per Article XI, Section 5.
- 4. The provisions of Article VIII shall not apply to long-term substitutes.

EXHIBIT E

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

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

Further, the Berkshire Hills Education Association and Berkshire Hills Regional School District School Committee support the District's five year long-term Technology Plan. In support of the Plan, both the Berkshire Hills Education Association and Berkshire Hills Regional School District School Committee agree to add the expectations listed after the signature line to the Supervision and Evaluation Model.

Name (please print): _____

Signature: _____

Date: _____

Email Expectations:

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

Calendar Expectations:

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

Grading Expectations:

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

Homework Expectations:

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

Attendance Expectations:

1. All staff will use software for attendance as the programs come online in their building.
2. Training and an implementation timeline will be provided.

Outlook Expectations:

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

Computer/LCD Projector Use:

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

Special Education :

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

EXHIBIT F

File: IJNDC-R

TERMS AND CONDITIONS OF THIS POLICY

1. Privileges: The use of electronic information resources is a privilege, not a right. Inappropriate use of these resources will result in the loss of computer services, disciplinary action, and/or referral to legal authorities. The systems administrator will close an account if necessary. An administrator or faculty member has the right to request, for cause, that the systems administrator deny, revoke, or suspend specific staff accounts.

2. Acceptable Use: The use of an assigned account must be in support of education, business and/or research and within the educational goals and objectives of the Berkshire Hills Regional School District. Each staff member is personally responsible for this provision at all times when using the electronic information services.
 - a. Use of other organizations' networks or computing resources must comply with rules appropriate to that network.

 - b. Transmission of any material in violation of any United States or other states' organizations are prohibited. This includes, but is not limited to: copyrighted materials, threatening or obscene material or material protected by trade secrets.

 - c. Commercial activities by for-profit institutions are generally not acceptable.

 - d. Use of product advertisement or political lobbying, including lobbying for office, is prohibited.

 - e. Time and bandwidth are costly. While accessing the Internet, no games may be played.

 - f. Illegal activities of any kind are forbidden.

 - g. Do not reveal personal information, i.e., home address, phone numbers, password, or social security number; this also applies to others' personal information or that of organizations.

 - h. Do not use the network in any way that would disrupt network use by others, including the unauthorized installation of software that allows the download

and sharing of MP3 files, videos, soundtracks, etc.

- i. No personal disks may be used on any of the computers. You are authorized to use only the disks provided to you by your instructor or systems administrator. You are not permitted to copy your personal programs/games onto any of the computers in the networked labs, and you may not copy any programs installed on the network/computers onto your personal disks for your personal use.
 - j. No food or drink is permitted in networked labs or around any network resources.
 - k. Illegal installation of copyrighted software or files for use on Berkshire Hills Regional School District computers is prohibited.
3. Monitored Use: Electronic mail transmissions and other use of electronic resources by employees shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use for instructional and administrative purposes. The Berkshire Hills Regional School District has the right, but not the duty, to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites employees visit on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by employees, and reviewing e-mail sent and received by employees. All information, in any format, stored by any means on the Berkshire Hills Regional School District electronic facilities is the property of the Berkshire Hills Regional School District and subject to inspection at any time without notice. Employees waive any right to privacy in anything they create, store, send or receive on the District's computer or Internet.
4. Network Etiquette: Each account holder is expected to abide by the generally accepted rules of staff etiquette. These rules include, but are not limited to, the following:
- a. Be polite. Never send, or encourage others to send abusive messages.
 - b. Use appropriate language. Remember that you are a representative of your school and District on a non-private system. You may be alone on a computer, but what you say and do can be viewed globally! Never use vulgar or any other inappropriate language.
 - c. Use electronic mail appropriately. Electronic mail (e-mail) is not guaranteed

to be private. Everyone on the system has access to mail. Messages relating to or in support of illegal activities must be reported to the system administrator or school administration.

- d. Sending, receiving, displaying, printing or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating or defamatory is prohibited.
5. **Vandalism:** Vandalism is defined as any malicious attempt to harm or destroy property of another user or of any other agencies or networks that are connected to the Internet. Vandalism includes, but is not limited to, the uploading, downloading, or creation of computer viruses. It also includes any physical damage to computer hardware or software in the District.
6. **Security:** Security on any computer system is a high priority because there are multiple users. Once properly logged into the Berkshire Hills Regional School District network, do not leave your account/connection open or unattended. Do not use another individual's account. Unauthorized access to a computer system or part of a computer system that you do not have permission to use is known as electronic trespass and is illegal. If you identify a security problem, notify the system administrator or school administration at once.
7. **Liability:** The Berkshire Hills Regional School District makes no warranties of any kind whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the staff suffer while on the system. These damages include, but are not limited to, loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. The Berkshire Hills Regional School District specifically denies any responsibility for the accuracy of information obtained through electronic information sources.
8. **Amendments:** This policy may be amended from time-to-time in collaboration with employees, unions and the Berkshire Hills Regional School District.

ADDENDUM I

**YOUTH LIASON
AND
CERTIFIED OCCUPATIONAL THERAPY ASSISTANT (COTA)**

ARTICLE I – RECOGNITION

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 purpose of collective bargaining as the exclusive representative for the Youth Liaison and Certified Occupational Therapist Assistant.

ARTICLE II – SALARIES

1. Salaries during that period beginning **July 1, 2014** and ending **June 30, 2017** shall be paid to a person within the Non-DOE Certified unit defined in Article I in accordance with the following:
 - a. The Youth Liaison position will be paid at the Bachelor's rate and may not move horizontally across the schedule.
 - b. The COTA position will be paid at a rate equal to seventy percent (70%) of the Bachelor's rate and may not move horizontally across the schedule.
 - c. The yearly rate for both the Youth Liaison and COTA will be calculated using the schedule in Exhibit A for **FY15, FY16 and FY17.**
 - d. The Youth Liaison and COTA will annually be moved one vertical step on the salary scale provided each shall have completed the previous year satisfactorily.
2. Employees, except long-term substitutes, shall be paid bi-weekly with the following pay options a – d. These options must be submitted in writing to the Superintendent's office by September 1 of the school year.
 - a. Employees may elect to have their salaries paid in equal bi-weekly installments spread over twelve months.

- b. Employees may elect to have their salaries paid in bi-weekly installments spread over the ten school months with their July and August payments paid in a lump sum by June 30.
 - c. Employees may elect to have their entire salary paid in equal bi-weekly payments spread over the ten (10) months of the school year.
 - d. Long-term substitutes shall be paid bi-weekly based upon the number of days worked in each bi-weekly pay period.
3. Whenever the employee's per diem rate is pertinent, it shall be determined by dividing the salary provided by the number of days in the employee's work year.
 4. The stipended positions detailed in Exhibit B will be filled by the appropriate Building Principal, with Superintendent approval. Positions shall be posted and advertised according to District policy and applications will be accepted from both within and outside the District. If in the judgment of the Building Principal and Superintendent, all other qualifications are equal, hiring preference will be given to a member of the District. However, these hiring decisions are not subject to Article V of this agreement.

Satisfactory performance of duties referred to in Exhibit B may entail work beyond the work day defined in Article VIII. Evaluation of performance will be conducted by the Building Principal in conjunction with each position's Immediate Supervisor (eg. The Athletic Director in the case of coaches). These positions must be applied for every school year. The positions referred to in Exhibit B may change from year to year, in number and scope, based on the needs of the District.

5. Both parties acknowledge that the District and/or its representative do now and for some time have employed "part-time" employees. The District and/or its representative during the terms of this agreement, may continue to do so at their discretion and without preference to existing "part-time" employees. However, the District and/or its representative shall not eliminate a full-time position and replace it with two part-time positions which, taken together, equate to the same duties and assignments as the original position.

ARTICLE III - GRIEVANCE PROCEDURE

1. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.

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

Two, the grievant may appeal the grievance to the School Committee. This shall be done by sending a written request to the School Committee via the Superintendent, for a meeting. The School Committee shall hold such meeting at a special meeting called for that purpose or at its next regularly scheduled School Committee meeting. Whether such meeting is held in open or executive session shall be covered by the provisions put forth by Chapter 39, Section 23 A, B and C of the Massachusetts General Laws, as amended by Chapter 303 of the Acts of 1975 (Open Meeting Law). The School Committee shall return a written replay to the grievant within six (6) work days after the date of the meeting.

8. The time limitations mentioned in this Article may be waived in writing by mutual agreement of the employee or the Association and the District.
9. An employee may pursue a grievance through the level prior to arbitration and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this contract.
10. If a grievance is resolved at any of the above levels, the Association filing the grievance will communicate in writing that the grievance has been resolved and therefore, dropped. A summary of the agreed upon resolution shall also be put in writing. The correspondence will be addressed to the last person to hear the grievance.
11. **Level Four.** If the alleged grievance is not resolved to the satisfaction of the employee and the Association within twenty (20) calendar days immediately ensuing the response at Level Three, the Association may submit a grievance in writing to arbitration, provided that the Association shall contemporaneously with the submission to arbitration, advise the District in writing, that the Association is of the opinion that the grievance is meritorious.

The following general provisions shall pertain to arbitration:

- a) Within ten (10) work days after written notice has been given by the Association to the District that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Association and the School Committee will agree upon a mutually acceptable arbitrator and will obtain such commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, either party may request the designation of an arbitrator by

the American Arbitration Association or by mutual agreement, the parties may request an arbitrator through the Massachusetts Division of Labor Relations. The parties will be bound by the rules of procedure of the American Arbitration Association or Massachusetts Division of Labor Relations, in the designation of an arbitrator and the proceedings before him/her as otherwise herein provided.

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

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

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

ARTICLE IV – AGENCY FEE

The Committee will respect the position of the Berkshire Hills Education Association as the sole and exclusive bargaining agent for all employees in Unit A on matters of wages, hours, and conditions of employment for the life of this Agreement. The parties therefore agree that:

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

5. The service fee shall be calculated in accordance with provisions of the M.G.L. c. 150E, § 12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the Berkshire Hills Education Association.
6. Should an employee have a bonafide and documented moral or religious objection to joining the Berkshire Hills Education Association or paying an agency fee, the employee may make a contribution to a non-profit, non-denominational, non-political organization dedicated to benefiting school age children. Any such non-profit must be approved by the Berkshire Hills Education Association and any such donation must be in an amount equal to the Agency Service Fee as set by the Berkshire Hills Education Association.

ARTICLE V – WORKING HOURS

1. The District will annually establish starting and dismissal times in accordance with the statutory requirements. The starting time of the established work day will not be earlier than 7:30 a.m. Elementary students must be scheduled for and receive a minimum of 900 instructional hours per school year. Middle school and secondary school students must be scheduled for and receive 990 instructional hours per school year.
2. The work day of the Unit A employee shall begin 12 minutes before the established starting time and will end 15 minutes after the established dismissal time for students. The Unit A workday may vary among grade levels and buildings; however, the workday will not exceed seven hours, twelve minutes, or the equivalent of thirty-six (36) hours a week if mutually agreed upon by the District and employee.
3. If it is determined that through flexible scheduling of the day the needs of students could be better met, the work day of staff may be adjusted as follows:
 - a) Staff hired prior to April 1, 2005 shall only be assigned a contiguous work day outside established work day hours by mutual and voluntary agreement between the staff member and administration.
 - b) Staff hired after April 1, 2005 may be assigned a contiguous work day outside the established work day hours which is seven hours, twelve minutes in length. Staff hired after April 1, 2005 may be assigned a non-contiguous work day only if it is mutually agreed upon by the District and

employee. In accordance with Section 10 of this Article, staff will be notified by June 1 of the grade, subject and hours they will teach during the following year.

4. The "work year" of the employee (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1 and terminate no later than June 30. However, the Superintendent may request to the Association by April 15 that the school year begin prior to September 1. The Association must notify the Superintendent of its decision by May 15. The work year shall include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which employee attendance, in the opinion of the Superintendent, is desirable, provided, however, that the work year shall not exceed 184 days and provided, further, that said work year shall not include Saturday or Sunday or those holidays celebrated by the Commonwealth of Massachusetts.

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

5. All employees shall have a duty-free lunch period of thirty (30) consecutive minutes. Duty-free is defined in accordance with definitions provided by the Department of Labor.
6. Employees may be required to report after the end of the work day without additional compensation for the following purposes: (a) for meetings not exceeding twenty (20) in number; (b) for participation in a minimum of two (2) and a maximum of (4) four parent teacher conferences; if necessary. The format of the parent conferences will be developed by administrators and employees at each building level; and; (c) for purposes of rendering assistance to students on a regularly scheduled basis.
7. In lieu of obtaining non-professional or para-professional personnel to perform non-teaching duties, teachers may volunteer time above their contractual obligation to perform such non-teaching duties. Employees who so volunteer shall be compensated as provided in Exhibit B.
8. Employees shall be notified by the administration, in writing, of their tentative program for the next ensuing year, which shall include the schools, grades, subjects and hours that they will teach, by that June 1 which immediately precedes the commencement of the next ensuing year.

9. The Superintendent shall assign employees within their areas of certification and competence. It is the responsibility of every educator to be fully licensed at all times and to meet all licensure requirements in effect at the time of employment. The District will employ only fully licensed teachers, or those on approved Department of Education waivers. The District will strive to hire only the most highly qualified and motivated teachers. All employees will provide the Superintendent with a copy of their current licensure so that one will always be on file.
10. District shall reimburse employees for use of their motor vehicles and other education related expenses as per School Committee Policy. Reimbursement will be made upon submission, accompanied by a District mileage reimbursement voucher and receipts, and authorized by the Building Principal or administrator for reimbursement within 30 days of said use with final submission on June 30, of the school year in which such use occurred.

ARTICLE VI – SICK LEAVE

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

designee, submit to the Superintendent a certificate of a duly practicing physician indicating that said employee is then fit to resume his or her duties. Such certificate shall be at the expense of the District.

6. Employees who have accumulated 180 sick days and who have achieved perfect attendance (no sick days) during an academic year will be compensated at their own per-diem rate of one (1) day's pay at the conclusion of that work year.
7. An employee may use sick leave for rendering necessary care to an ill member of the employee's immediate family (employee's spouse, child, parent). In the event of the absence of an employee because of illness within the immediate family for more than five consecutive days in any work year, the employee shall, upon request of the Superintendent, submit to him/her a certificate of a duly practicing physician substantiating such illness.

8. District Sick Leave Reserve

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

- 1) The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
 - 2) The employee shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
 - 3) The request must be for no more than thirty (30) workdays.
- f. Available Family Medical Leave Act (FMLA) leave shall be used concurrently with use of the Sick Leave Reserve days. (refer to Article VII.9)
- g. Employees granted sick leave under this provision may request additional sick leave by providing documentation of a continuing, substantial and critical need. However, such additional sick leave shall not exceed sixty additional workdays.
- h. The Sick Leave Reserve Committee (SLRC) shall consist of:
- 1) the Berkshire Hills Education Association president or designee
 - 2) the chairperson of the Berkshire Hills Regional School District School Committee or designee
 - 3) the Superintendent of the Berkshire Hills Regional School District or designee
- i. The SLRC shall have the authority to grant additional days upon proof of sufficient and critical continuing need, but in no case shall the employee receive additional days beyond the regular work year.
- j. The decision of the SLRC shall not be grievable under Article V of the Master Agreement.

ARTICLE VII – TEMPORARY LEAVES OF ABSENCE

1. Professional Leave:

The Superintendent may, but need not, grant temporary leaves of absence without loss of pay for the following reasons and upon the following terms and

conditions. The grant or denial of leave by the Superintendent shall be conclusive and his/her decision shall not be subject to grievance or arbitration:

- a. For the purposes of visiting other schools or attending meetings or conferences of an educational nature, provided request is made to the Superintendent and then only for a period of not in excess of one (1) day;
- b. For the purposes of attending convention, seminars and conferences, provided request is made to the Superintendent in writing at least ten (10) days before the commencement of the time of the requested absence.

2. **Three Hour Clause:**

Upon request the Superintendent shall grant five (5) temporary leaves of absence without loss of pay not to exceed three (3) hours in a given day per employee per school year.

3. **Personal Leave:**

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

- a. Employee may not take leave on in-service days and on the last workday preceding a holiday or vacation or on the first workday following a holiday or vacation except when granted by the Superintendent for hardship reasons.
- b. Employee gives the Superintendent or his/her designee written request at least 24 hours in advance (except in the case of emergency the request may be given in less than 24 hours in advance).
- c. Notwithstanding the foregoing, Superintendent/designee may deny employee's request for leave if more than six (6) teachers at Monument Mountain High School or three (3) teachers at any other of the District's schools have been granted such leave for the given day. The granting of leaves shall be in the order in which written requests for leaves are received by the Superintendent or his designee.

- d. The Superintendent may, but need not, grant one (1) additional day of temporary leave. The grant or denial of such leave shall not constitute precedent to grant or deny temporary leaves requested by the same or another employee.
- e. The Superintendent may, at his/her discretion, grant additional days of leave without pay for extenuating circumstances.

4. **Bereavement Leave:**

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

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

5. **Religious Observance**

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

6. **Other**

- a. All numbers given are for full-time full-year, employees (1.0 FTE). All employees who are full-year part-time employees, employed less than 1.0 FTE, will be eligible for the same number of days per leave, but at their part-time equivalent. For example, a .5 FTE employee will be eligible for three (3) half day (.5) personal days.
- b. All employees who are employed only part of the year, such as those on approved leaves of absence, shall have all leaves pro-rated. For example, an employee who is on a half year leave of absence will be eligible for 1.5 personal days and may request an additional half (1/2) day

discretionary personal day. The only exception to the pro-rated standard for employees fitting this definition will be bereavement leave.

7. **Other Leave:**

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

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

8. Jury Duty:

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

- a) Employees summoned to jury duty shall serve without loss of pay or benefits. The employee shall provide the Building Principal and Superintendent with a copy of the summons to serve on a jury no later than ten (10) days after its receipt and the employee shall also complete a leave of absence form forwarded to the Superintendent.
- b) For jury service beyond three (3) days, the District shall pay the employee the difference between what is paid the juror by the state and the per-diem salary of the employee.
- c) The employee shall notify his or her Building Principal as soon as possible if he or she is not required to report for jury duty on any given day, and he or she will report to work that day.
- d) If an employee is released early from jury duty, he or she shall notify his or her Building Principal as soon as possible and, if so directed, shall promptly report to work for the balance of the workday
- e) Employees must turn in documentation of the days served on jury duty along with their jury duty pay as soon as it is received to the central business office.

9. Family Medical Leave Act

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

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

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

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

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

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

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

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

In addition, any female employee who had completed the initial probationary period (defined as six months from the initial date of appointment) but has not met the requirements of the FMLA shall be granted up to eight (8) weeks of maternity leave under the provisions of the Massachusetts Maternity Leave Act (MMLA). Employees so covered shall be entitled to use all accrued personal and sick leave time.

ARTICLE VIII – PROFESSIONAL DEVELOPMENT

1. The District may, but need not, conduct or cause to be conducted conferences, seminars, lectures, workshops, and similar programs (hereinafter referred to as "professional development programs") for the purpose of engendering and fostering the professional improvement of the employee. The entire cost of such professional development programs, including fees, tuition, and books, shall be borne by the District.
2. Notwithstanding any provisions hereinbefore set forth, employee attendance at such professional development programs shall be mandatory.

3. The District shall pay the cost and expenses for courses taken at the request of the Superintendent.

ARTICLE IX – INJURY IN THE COURSE OF EMPLOYMENT

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

ARTICLE X – PROTECTION

1. Employees will immediately or as soon as practicable report, in writing, all cases of assault made or suffered by them in connection with their employment, to the Superintendent and the Building Principal. The Building Principal shall, if requested by the employee:
 - a. Request the Great Barrington Police Department to investigate the incident and;

- b. Request the Great Barrington Police Department to assist the employee to obtain a show-cause hearing;
 - c. The District's legal council will assist the employee up until criminal complaint is filed.
2. If criminal complaint(s) are issued against an employee alleging that he/she committed an assault in connection with his/her employment, the District will reimburse the employee reasonable legal fees incurred by the employee in the defense of such complaint(s) if the employee is found not guilty of all assault complaint(s).
 3. The District agrees to indemnify employees in accordance with the provisions of Massachusetts General Laws, Chapter 258, § 9.
 4. If a duly authorized administrator shall require an employee to transport one or more students to or from school activity, the District shall indemnify and save harmless the said employee against any and all liability, loss, damages, costs or expense, which employee may thereafter incur, suffer or be required to pay by reason of any injury or damage caused by, and arising out of such transportation to the extent permitted by the laws of the Commonwealth of Massachusetts. The employee shall immediately or as soon as practical report all incidents for which indemnification of an employee may be available and comply with any reasonable request from the District for information in the employee's possession relating to the incident and the persons involved. The employee will also comply with the provisions of M.G.L. C. 258.
 5. The District shall maintain non-owned motor vehicle liability insurance in an amount of not less than one million dollar (\$1,000,000) combined single limit.

ARTICLE XI – INSURANCE AND ANNUITY

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

- b. The cost of a Preferred Provider Plan (PPO) with such benefits and through such organizations as the District may from time to time elect.
 - c. The cost of a Health Maintenance Organization plan (HMO) with such benefits and through such organizations as the District may from time to time elect.
3. The percentage of a premium that the District pays for Health Insurance plans is as follows:

Health Insurance Plans

	<u>FY15</u>		<u>FY16</u>		<u>FY17</u>	
	<u>District / Employee</u>	<u>District / Employee</u>	<u>District / Employee</u>	<u>District / Employee</u>	<u>District / Employee</u>	<u>District / Employee</u>
Preferred Provider Organization Plan (PPO)	72.5%	27.5%	72.5%	27.5%	72.5%	27.5%
Point of Service Plan (POS)	75%	25%	75%	25%	75%	25%
Health Maintenance Organization Plan (HMO)	82.5%	17.5%	82.5%	17.5%	82.5%	17.5%

- 4. The above premium percentages will be in effect for the three (3) years of the contract provided that the Berkshire Health Group (BHG) makes no changes in the individual plans offered. Should the BHG force a change in any particular plan type, the District and the Association agree to reopen negotiations solely for the purpose of discussing Article XIX, Section 3 regarding the premium co-payment rates. Such reopening will apply only to Article XIX, Section 3 and will not impact any other Articles or items in the successor contract.
- 5. Employees will be eligible to participate in a group life insurance plan. A \$10,000 life insurance policy is available, 89% of the premium cost which is borne by the District, unless modified in accordance with Massachusetts General Laws, Chapter 32B.
- 6. Employees who work more than thirty (30) hours per week, will be eligible to participate in the long-term disability plan offered by the District providing each participating employee authorizes payment of the full premium through payroll deduction.
- 7. Employees will be eligible to participate in a tax sheltered annuity plan pursuant to M.G.L. 71 § 37B.

8. Employees will be eligible to participate in a dental plan substantially equivalent to the plan offered by Blue Cross/Blue Shield through the Berkshire Health Group (BHG). Fifty percent (50%) of the premium cost will be borne by the District and fifty percent (50%) by the employee.
9.
 - a. Each employee, as a condition of the District paying for an HMO plan, or POS plan or PPO plan, shall from time to time as requested by the District provide the District with written statement of such employee's hospital and surgical coverage, HMO benefits, POS benefits and PPO benefits from all sources and provide such identifying information about the same as the District shall request.
 - b. Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any hospital or surgical benefit plan, or HMO plan, or POS plan or PPO plan if the employee is covered by the hospitalization and/or surgical coverage or HMO coverage, or POS coverage or PPO coverage through his/her spouse.
10. Both the Association and the District agree to establish an Insurance Advisory Committee (IAC) in compliance with Massachusetts General Law, composed of representation from both parties, and which may include representation from other employee groups.

ARTICLE XII – RETIREMENT

1. Notwithstanding the provision of Article VIII, the District shall pay a sum equal to the reimbursement of seventy (70) days of sick leave times the maximum prevailing short-term substitute per diem rate of pay to an employee upon retirement from the District providing the following conditions are met.
 - a. Employee has credited at least seventy (70) days of sick leave upon date of retirement.
 - b. Employee shall have been employed by the District or its predecessor systems for not less than fifteen (15) cumulative years.
 - c. Employee shall have notified Superintendent in writing of his/her intention to so retire.

- d. Such notice shall have been delivered to the Superintendent not later than six (6) months immediately preceding the date of retirement.

ARTICLE XIII – DEDUCTIONS

The District agrees to deduct from the salary of its employees such sums as shall be duly authorized by the employees upon forms satisfactory to the District, including deductions for participation in the "tax sheltered" annuity plan, and such additional sums as are mechanically feasible.

The District will provide a Flexible Spending Plan (FSA) to all staff and will deduct an annual fee, to be deducted from participating members to cover the account cost mandated by the provider and District administrative costs. If there are no costs mandated by the provider the District will waive the administrative costs.

ARTICLE XIV – EMPLOYEE EVALUATIONS

The employee shall be evaluated annually by the Building Principal or his/her designee.

ARTICLE XV – EMPLOYEE FILE

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

ARTICLE XVI – CONTINUITY OF OPERATIONS

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

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

ARTICLE XVII – ELECTRONIC INFORMATION

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

All employees are required to abide by the Berkshire Hills Regional School District Policy entitled Electronic Information Resources for Staff (IJNDC). Prior to authorization of a password on the District network, they must signify their understanding of and agreement to comply with the policy by signing the Employee Signature Form for Electronic Information Resources Policy (IJNDC-E) (Exhibit E). This form will be sent out with the employment contracts for the 2008-2009 school year and must be returned signed to the Business Office with the signed contract. After 2008-2009 all new employees will be required to sign the form along with their contract.

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

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

Any violation of the Electronic Information Resources Contract for Staff may result in the loss of the user's account and may result in further action as provided in this contract. Furthermore, the employees covered in this contract agree to report any misuses of the electronic information resources to the Technology Administrator or building administration.

ARTICLE XXIX – CRIMINAL OFFENDER RECORD INFORMATION (CORI)

The following applies to Criminal Offender Record Information (“CORI”) checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the Employee.
3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.
4. All CORI reports will be maintained in the Superintendent’s office in separate confidential files. The reports will be stored and/or destroyed in accordance with state law and school committee policy
5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CORI checks.
6. Failure of an employee after written request to sign and return to the Superintendent’s office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE XXX – STATE APPLICANT FINGERPRINT IDENTIFICATION SYSTEM (SAFIS)

1. The parties agree that, pursuant to M.G.L. c. 71 §38R and Implementation of the Chapter 77 of the Acts of 2013 “An Act Relative to Background Checks”, the State Applicant Fingerprint Identification System (SAFIS), current employees must complete the SAFIS check by the conclusion of the 2015-2016 contract year.
2. The Superintendent and/or the District’s SAFIS Authorized Point of Contact will be the only persons authorized to request SAFIS.

3. All SAFIS reports will be maintained in the Superintendent's office, in separate confidential files as per state law and regulations. A copy of an individual's SAFIS report will be made available to the employee upon request. If the SAFIS report shows any activity, the employee will be notified and a copy will be immediately forwarded to the employee.

4. All reports will be stored and/or destroyed in accordance with state law and school committee policy and the District makes a suitability determination based on the results received. The receipts will be attached to the suitability determination and stored in a separate locked file once reports have been destroyed as completion of the requirement.

5. Any disciplinary action taken as a result of SAFIS will be in accordance with the terms of this Agreement, District Policy and/or applicable state law.