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**BERKSHIRE TEACHERS
ASSOCIATION**

AND

**BERKSHIRE UNION FREE
SCHOOL DISTRICT**

**COLLECTIVE BARGAINING
AGREEMENT**

JULY 1, 2006 TO JUNE 30, 2009

RECEIVED

JUN 26 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**



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PREAMBLE

This Agreement, entered into this 6 day of September, 2006 by and between the Chief Executive Officer of the Berkshire Union Free School District (hereinafter referred to as the Superintendent) and the Berkshire Teachers' Association (hereinafter referred to as the Association) sets forth those terms and conditions of employment negotiated and agreed to by the parties.

ARTICLE 1 - RECOGNITION

The Board of Education ("Board") of the Berkshire Union Free School District ("District") hereby recognizes the Association as the exclusive negotiating agent for a bargaining unit comprised of all full-time and part-time classroom teachers, all full-time and part-time special subject area teachers, all teachers of speech and hearing handicapped, school psychologist(s), social worker(s), guidance counselor(s), the librarian(s), the Department Chairpersons, coordinators, full-time and part-time teaching assistants. This recognition, except as otherwise expressly provided for in this Agreement, extends to the foregoing titles solely during the period September 1 - June 30. The period of unchallenged representation shall be as provided by law.

"Part-time" shall mean any bargaining unit member employed to work 50% or more of the regular work week. Employees who work less than 50% of a regular work week and all substitutes are not included in the bargaining unit.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Commencing Negotiations. Either party to this agreement may initiate negotiations for a successor agreement on or before March 1 in the final year of this agreement. Notice shall be in writing addressed to the Superintendent if requested by the Association, or to the President of the Association if requested by the Superintendent.

2.2 Negotiations.

A. Both parties agree to negotiate in good faith in an attempt to reach mutually satisfactory agreement on terms and conditions of employment. Each party will present relevant data, exchange points of view, and make proposals and counter-proposals.

B. Neither party in any negotiation shall have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district.

C. The parties hereto mutually pledge that their respective representatives are empowered to make proposals, consider proposals, and reach com-

promises in the course of negotiations. However, no agreement will be final until ratified by the Board of Education and the Association.

2.3 Agreements.

The Association will make provisions for the printing of the final agreement with the costs for labor and materials to be paid by the Association. Twenty copies will be delivered to the Superintendent within ten (10) working days after signature by both parties. The Association will distribute one copy to all bargaining unit members presently employed and hereafter employed.

ARTICLE 3 - ORGANIZATION RIGHTS

3.1 The Association may hold general meetings of its membership on such days as other professional or contractual duties do not take precedence. Although the Association may initially choose the location of such meeting, the District shall have the right to require that such location be changed for legitimate District purposes.

3.2 Officers and individual members of the Association may meet informally about Association business on school grounds at such times and places that do not interfere with their professional duties or normal school operations.

3.3 Fifteen minutes will be provided to the President of the Association on the first day of each school year to address the entire faculty about the Association.

3.4 The Association is guaranteed use of school mailboxes to communicate with its members regarding Association business. Association officers shall be responsible for said distribution.

3.5 Meetings of the Board of Education will not be held during the school day, except in an emergency. In the event that an emergency board meeting is held during the school day, the Association President or his/her designee shall be excused from his/her assigned duties for the purpose of attending the meeting.

3.6 A copy of the minutes of all Board of Education meetings will, when approved, be provided to the Association President.

3.7 The Association shall be provided with photocopies of all materials that the District is obligated to make public pursuant to the Freedom of Information Law. The Association shall pay the fees for said photocopies, provided that said fees shall not exceed twenty-five cents per photocopy.

3.8 Dues Deduction

A. The District shall provide that dues for the Association be deducted from salaries of members of the bargaining unit in accordance with the following rules and regulations. Dues so deducted will be paid to the treasurer of the Association.

B. Members of the Association shall authorize such dues deductions in writing and submit such authorization to the Business Office. Dues deductions shall remain in effect until written revocation is submitted by the bargaining unit member to the Business Office. This revocation must be made within the first month of the school year.

C. The Treasurer of the Association shall inform the Business Office within the first week of school what the total amount of Association dues deductions will be for each member for the current school year.

D. The District will deduct dues from the salaries of Association members in 16 equal installments during 16 pay periods of the school year commencing with the first paycheck in October.

E. It is specifically agreed that the District and Board assume no obligation, financial or otherwise, arising out of provisions of this article beyond the actual deduction and transmittal of funds so deducted. The Association agrees that it will indemnify and hold the District and Board harmless from any and all claims, actions, demands, suits or proceedings by an Employee or any other party arising from acts or omissions surrounding the use of such monies after transmittal as provided in this Article.

F. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

3.9 There will be no reprisals of any kind against a bargaining unit member by either the District or the Association or their respective representatives by reason of membership or lack of membership in the Association or participation in activities of the Association.

3.10 Association Leave. Up to a total of ten days per annum without loss of pay will be available for authorized personnel to attend to Association business off campus. Persons permitted to use one or more of these days must be designated by the Association President. Said designation must be made to the Superintendent, in writing, no less than two working days prior to the day of leave. Substitute cost is understood to include the compensation paid to the substitute as well as the District's contribution to Social Security, Worker's Compensation and Unemployment Insurance. Some of the ten days available for Association business may be used for business to be taken care of at school or on campus, with the prior approval of the Superintendent. The District will submit a bill for the actual cost of the substitute(s) within 5 days. Reimbursement shall be made to the district within 10 business days from receipt of the bill.

ARTICLE 4 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, and provisions of law, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the District and its professional staff, to determine and administer educational policy, to operate the school and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or in the Superintendent under governing law, ordinances, rules and regulations as set forth in the Constitution and the Laws of the State of New York and the United States of America.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

5.1 The parties recognize that the availability of optimum school facilities for both students and bargaining unit members is desirable to insure the high quality of education which is the goal of both the bargaining unit members and the District.

A. The District agrees to provide:

1. One room, furnished, shall be reserved for use as a staff lounge.
2. Adequate parking facilities shall be made available to the bargaining unit members.

B. The bargaining unit members will have reasonable access to school photocopying machines to facilitate the preparation of instructional materials.

5.2 In order to minimize student behavioral problems the parties agree that the District, the Association, and individual bargaining unit members shall each strive to address the emotional, social and behavioral needs of the students in order to support their academic achievement in a safe, orderly and harmonious learning and teaching environment.

5.3 A. The District shall select and assign no less than four (4) people during teacher hours to assist in maintaining a safe, orderly and harmonious learning environment.

B. The District shall inform bargaining unit members of any crisis situations in a student's life which, in the judgment of the Superintendent, may manifest itself in drastically or dramatically different behavior by the student.

C. The District shall provide student support services, counseling, removal from class, or in extreme cases, suspension from school when the Superintendent determines that this is warranted.

5.4 Faculty Advisory Council

There shall be a committee known as the Faculty Advisory Council. The Council shall consist of the Superintendent and such other members of the District's Administration which (s)he shall from time to time designate, and no more than one teacher from each department plus the Association President, a Student Services employee and one teaching assistant. The Association President shall assign the bargaining unit members on or about September 21 of each year. There shall be no limit on consecutive annual service. The Council shall meet at least once per month. The Council shall advise the Superintendent on matters pertaining to the educational mission of the District.

The annual school calendar shall be a subject of consideration by the Faculty Advisory Council.

The Council may, with the consent of the Superintendent and the Association President, invite non-council members to attend and participate in any Council meeting for any purpose. The Council's powers shall be limited to those of an advisory or consultative nature.

In no instance shall the Council make decisions on mandatory topics of bargaining or on District matters.

5.5 Property Losses

A. School Property. Bargaining unit members will not be held responsible for the accidental loss or damage of school property. Bargaining unit members will be responsible for supervising student use of school property and equipment.

B. Personal Property. A bargaining unit member may file a claim and the Superintendent may compensate, at her/his discretion, bargaining unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as the result of assault, vandalism or theft suffered by a bargaining unit member while acting in the discharge of his/her duties within the scope of his/her employment.

5.6 Physical Examinations

A. A physical examination shall be required as a condition of employment.

B. Each bargaining unit member shall be required to submit to a tuberculosis test (PPD Test) annually. This provision shall not restrict the Board from requiring physical examinations of bargaining unit members under §913 of the Education Law.

5.7 Teacher Protection

The Board of Education provides the protections specified in Sections 3023, 3028 and 3811 of the Education Law of the State of New York in accordance with the procedures contained in such Sections.

ARTICLE 6 - TEACHING CONDITIONS

6.1 A. The work week for teachers shall not exceed 30 hours and 55 minutes, excluding lunch. Each work day shall begin no earlier than 7:30 a.m. and end no later than 3:45 p.m.

B. The work week for teaching assistants shall not exceed 35 hours per week, excluding lunch. The work day shall begin no earlier than 7:30 a.m. and end no later than 3:45 p.m.

C. The work day and work week for social workers, guidance counselors, teachers of speech and hearing handicapped and school psychologists shall be generally the same as that for classroom teachers, but it is understood that their regular work week and their work day may extend before and/or after the starting and/or ending times of the work day and work week set forth in "A" or "B" above.

6.2 The school year shall consist of not more than 182 work days between September 1 and June 30, which includes an orientation and graduation/recognition day. The work year for guidance counselors shall be the school year as defined herein plus an additional eighteen (18) days, such days to be determined by the District. Guidance counselors will be paid 1/182 of his/her salary schedule salary for each additional day (s)he is required to work.

6.3 A. The regularly assigned load per teacher per day shall not exceed a maximum of 84 students per day.

B. Teaching assistants shall be assigned duties consistent with, but not limited to, those assigned to such position in the past and any other duties related to such position, including the supervision of students at lunch and in the cafeteria. In filling clerical or secretarial absences, the District shall first attempt to find an outside substitute. If no outside substitute is available, teaching assistants may be sought to volunteer for such assignment. Teaching Assistants shall have the right to initially decline an assignment to secretarial or clerical substitute duty. However, if neither a substitute nor a volunteer is available, the duty may be assigned to Teaching Assistants, on a rotating, equitable basis.

C. In accordance with Education Law 3029, each bargaining unit member shall be given a daily duty free lunch period which shall not be shorter than the length of a daily instructional period.

6.4 A. The number of regularly assigned classes a teacher will teach per day will not normally exceed six; however in the event scheduling requires that a teacher be assigned more than six classes per day said teacher will not be assigned more than 30 in a week.

B. The number of class assignments for each teaching assistant shall not exceed ten (10) periods per day with a minimum of one duty free period and one duty free lunch.

C. Each teacher shall be freed of classroom teaching assignments for at least ten periods per week. Five of such periods shall be reserved for teacher preparation, during which time the District will not make any demands of any kind on the teacher's time. Upon teacher request, every effort will be made to provide one preparation period per day. Five of such periods shall be reserved for teacher supervision, during which time the District may require that the teacher perform such duties as, but not limited to, the following: conferencing with Department Chairpersons, supervisors, coordinators, and/or other staff relating to professional practices and their implementation; and supervising of students at performances and assemblies, (the number of students will not exceed 12 (twelve) at any one time), except under emergency circumstances. However, teachers shall not be assigned lunch or cafeteria supervision. Supervisory duties will, to the extent practicable, be assigned equitably.

D. The District may assign a teacher who is on teacher supervision time to supervise the individual classroom and students of an unavailable teacher, provided it has first attempted and failed to cover the absent teacher's class by the following means: (1) hiring an outside substitute; (2) requesting teacher volunteers from within the bargaining unit; (3) assigning a teaching assistant. Any teacher who is so assigned by the District, and who is on or below Level 10 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Bachelor's level 5 of said Teacher Salary Schedule. Any teacher who is so assigned by the District, and who is on or above Level 11 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Master's Level 12 of the Teacher Salary Schedule. "Daily rate of pay" means 1/182 of the teacher's salary schedule salary. Such assignments shall, to the extent practicable, be apportioned equitably.

1. Any teaching assistant who is assigned by the District to substitute for an absent teacher shall be paid \$10.00 per period, excluding prep periods and lunch, up to a maximum of \$80.00 per day. Such assignments shall, to the extent practicable, be apportioned equitably.

a. Whenever a teaching assistant employed by the District is appointed as a long term substitute to fill the position of an absent teacher, and such appointment extends for 20 consecutive days or more, for the same regular teacher, they will be placed on Step one of the Master's Level teachers' salary schedule.

b. The payment of the Step one salary will be effective on the 21st day of consecutive employment, prospectively only, for the remainder of that substitute position.

c. Should a teaching assistant be appointed at a later time to again substitute for a regular teacher on a long term basis,

the twenty (20) days will start all over again. The days are not cumulative.

2. Any teaching assistant who is assigned to intervention duty shall be paid \$10.00 per period, excluding lunch, up to a maximum of \$80.00 per day. Such assignments shall, to the extent practicable, be apportioned equitably. Teaching assistants will have the right to refuse an assignment to intervention worker duties.

E. The District may request of a teacher who is on preparation time that (s)he teach (not merely supervise) the class of an unavailable teacher. The teacher shall have an absolute right to refuse such a request. A teacher who teaches in response to such a request and who is on or below Level 10 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Bachelor's Level 5 of said Teacher Salary Schedule. Any teacher who is so assigned by the District and who is on or above Level 11 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Master's Level 12 of said Teacher Salary Schedule. Daily rate of pay means 1/182 of the teacher's Salary Schedule salary.

6.5 Teachers shall attend Faculty Meetings convened by the District twice per month. These Meetings shall be held after the end of the teacher workday provided for in Article 6.1 of this Agreement.

Bargaining unit members shall be required to attend a community meeting, which is held once per month.

6.6 Teachers of Math, Science, Social Studies, English and Foreign Languages shall not be assigned more than three preparations per day. Any such teacher and the Superintendent may mutually agree to a greater number of preparations. "Preparation" means a grade level assignment. Thus, by way of example, an assignment of three levels of eighth grade mathematics would constitute one preparation.

ARTICLE 7 - SUMMER SESSION

7.1 Notice of the District's impending summer session will be made not later than April 15 preceding said session by providing notice in writing to each unit member. Said notice will provide the unit member with the opportunity to notify the District of their interest in a summer school position. Thereafter, the District will notify each unit member of their summer school assignment. The parties acknowledge that if there are not enough assignments for bargaining unit members who are interested in teaching summer school, the teacher(s) with the most District wide seniority, appropriate certification and who have taught the subject(s) in the District for at least one semester within the past five school years, shall be awarded the position(s).

7.2 Members of the bargaining unit shall be given first preference for summer positions for which they qualify. However, such preference must be exercised not later than May 1.

7.3 Summer terms and conditions of employment for bargaining unit members regularly employed by the District during the preceding school year will be in accordance with the contract except for Article 11.6 and Article 12., except where specifically indicated otherwise. The benefits provided for in Article 11.1, 11.2, 11.3, 11.4 and 11.5 shall be available only to those summer session bargaining unit members who have not exhausted these benefits prior to the commencement of the summer session.

7.4 Provided that a salary schedule for the new school year has been agreed to and ratified by the parties prior to July 1, each member of the bargaining unit who teaches during the summer session shall be paid a per diem rate of pay of 1/182 of that new salary schedule salary. If a new salary schedule has not been agreed to and ratified by the parties prior to July 1, (including times when an agreed upon increase is tied to the state rate), bargaining unit members who teach during the summer session shall be paid at the rate they were receiving during the prior school year.

ARTICLE 8 - DEPARTMENT CHAIRPERSONS AND COORDINATORS

8.1 A. The District has created the position of Department Chairperson and it shall retain the right to abolish any such position at the end of any school year. The methods of selection and qualification for appointment to the Department Chairperson positions shall be determined by the District. Such methods and/or qualifications may be amended by the District annually.

B. Appointments to the position of Department Chairperson shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Department Chairperson appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of the Department Chairpersons shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The teaching load of each teacher appointed to the position of Department Chairperson may be reduced by the District whenever possible by one teaching period per day during the term of that teacher's appointment.

E. The annual stipend for the position of Department Chairperson shall be \$1,350 effective July 1, 2005.

F. A teacher who is appointed to the position of Department Chairperson for any September 1 - June 30 term who elects to teach in the im-

mediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Department Chairperson for that Summer Session.

G. Each teacher appointed by the Superintendent as a Summer Session Department Chairperson shall be paid one-sixth (1/6th) of the regular school stipend and his/her Summer Session teaching load may be reduced by the District whenever possible by one teaching period per day during the term of his/her summer appointment.

8.2 A. The District may create Coordinator positions and it shall retain the right to abolish the positions at the end of any school year.

B. Appointments to the position of Coordinator shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Coordinator appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of the Coordinators shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The teaching load of each teacher appointed to the position of Coordinator may be reduced by the District whenever possible by one teaching period per day during the term of that teacher's appointment.

E. The annual stipend for the position of Coordinator shall be \$300.00.

F. A teacher who is appointed to the position of Coordinator for any September 1 - June 30 term who elects to teach in the immediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Coordinator for that Summer Session.

G. Each teacher appointed by the Superintendent as a Summer Session Coordinator shall be paid one-sixth (1/6th) of the regular school stipend and his/her Summer Session teaching load may be reduced by the District whenever possible by one teaching period per day during the term of his/her summer appointment.

8.3 A. The District has created the position(s) of Computer Mentor and it shall retain the right to abolish the positions at the end of any school year. The methods of selection and qualification for appointment to the mentor position shall be determined by the District. Such methods and/or qualifications may be amended by the District annually.

B. Appointments to the position of Computer Mentor shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Mentor appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of Computer Mentor shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The District has created the position of teacher mentor. The methods of selection and qualification for appointment to the mentor position shall be determined as outlined in the professional development plan. Such methods and/or qualifications may be amended by the District annually. Teacher mentors shall be chosen from teachers who apply. Teachers will not be assigned involuntarily.

E. The annual stipend for the positions of teacher mentor and computer mentor shall be \$750.

F. A bargaining unit member who is appointed to the position of Teacher Mentor or Computer Mentor for any September 1 - June 30 term who elects to work as a teacher or teaching assistant in the immediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Teacher Mentor or Computer Mentor for the Summer Session.

G. Each bargaining unit member appointed by the Superintendent as a Summer Teacher Mentor or Computer Mentor shall be paid one-sixth (1/6th) of the regular school stipend.

8.4 The CSE Chairperson shall receive a stipend equal to that of a Department Chair. The CSE chair duties and stipend may be divided equally between two people.

ARTICLE 9 - EXTRA CURRICULAR ACTIVITIES AND COACHING

9.1 The District will post vacancies in coaching positions at least two weeks before the deadline for receiving applications.

9.2 Where the qualifications of applicants for coaching positions or extra-curricular positions who are members of the bargaining unit and applicants who are not members of the bargaining unit are, in the opinion of the Superintendent, equal, the Superintendent shall appoint the bargaining unit member to the position. However, once a non-bargaining unit member is appointed, the District may re-appoint such incumbent, in the subsequent years, over a bargaining unit member if, in the opinion of the Superintendent, the incumbent non-bargaining unit member is qualified for the position. Coaching stipends paid to the bargaining unit members will be reported to the New York State Teachers' Retirement System as salary received for retirement benefit purposes. However, such stipends shall not be applied to their base contract salaries for purposes of calculating annual increases to the base salaries of teachers and teaching assistants currently pending or that may be negotiated in the future.

9.3 The District will post vacancies in extra-curricular positions at least two weeks before the deadline for receiving applications.

9.4 Coaches shall be paid in accordance with the stipend Schedule F attached hereto.

9.5 Payment for extra curricular positions shall be made in accordance with the following:

A. Any teacher who is assigned by the District to an extra curricular position and who is on or below level 10 of the teacher salary schedule in effect on September 1st of the current school year, shall be paid \$22.00 per hour. Any teacher who is so assigned by the District and who is on or above level 11 of the teachers' salary schedule in effect on September 1st of the current school year, shall be paid \$28.00 per hour, effective July 1, 2006.

B. Any teaching assistant who is assigned by the District to an extra curricular position and who is on or below level 9 of the teacher assistant salary schedule in effect on September 1st of the current school year, shall be paid \$22.00 per hour. Any teaching assistant who is so assigned by the District and who is on or above level 10 of the teaching assistants' salary schedule in effect on September 1st of the current school year, shall be paid \$28.00 per hour, effective July 1, 2006.

ARTICLE 10 - CLASSROOM OBSERVATIONS AND EVALUATIONS

10.1 The District shall perform observations and evaluations of all bargaining unit members. The parties subscribe to the philosophy that the intent of observations and evaluations is to improve instruction, and thereby student achievement. To that end, the parties agree that the administration shall work collaboratively with the bargaining unit members in the process outlined below.

A. Non-tenured bargaining unit members will participate twice each year in a direct observation process and in an annual summative evaluation. (See 10.3A - 10.5 for details).

B. Tenured bargaining unit members will follow the direct observation process, or after their fourth year of employment in the district they may select the two-three year professional growth Plan Option.

For those tenured bargaining unit members who select the two-three year professional growth plan option, an annual review and a final summative report will be prepared collaboratively by the bargaining unit member and the administrator. Both parties will sign this summary, and a copy will be placed in the bargaining unit member's personnel file. The bargaining unit member's signature shall not be interpreted to mean that she/he agrees with the content of the summary. (See 10.3 B for details)

10.2 Nothing in this article shall be construed to prohibit district administrators or department chairpersons from visiting a bargaining unit member engaged in instruction or other educational activities. Department chairpersons shall not conduct formal evaluations of other bargaining unit members.

10.3 Professional Development Options

A. Direct Observation Process: The direct observation cycle begins with a pre-observation conference between a bargaining unit member and administrator.

A pre-observation conference will be required for all bargaining unit members prior to each observation. The relevant Evaluation/Observation Form will be used for each bargaining unit member for the following categories: Teachers, Teaching Assistants, Student Services (school counselor, psychologist, social worker, speech therapist) and Library Media Specialist.

During the pre-conference, the discussion will focus on review of the evaluation rubrics and process of observation/evaluation as described on the evaluation form. This conference will take place not more than five school days prior to the date of the observation.

The administrator will make every effort to observe on the identified date and period. If unforeseen circumstances arise preventing this; however, the administrator will notify the bargaining unit member of an alternate date in the same instructional period within the next three school days.

A Post-observation conference will be held within 5 school days after the observation. Both parties will tentatively complete the rubric and rate the bargaining unit member on all criteria. During the conference, the parties will discuss their responses and will collaboratively arrive at an assessment of the unit member's performance and generate suggestions for future growth.

Within five school days after the post-conference, the administrator will provide the bargaining unit member with a copy of the scoring rubric and his/her scores in each area, along with a narrative summary of the major professional goals and strategies identified in the post-conference. The bargaining unit member will be asked to sign the document and may add a statement of his/her own if desired. The completed document will be placed in the bargaining unit member's personnel file.

Evaluations related to Student Services and Library Media Specialist have been adapted in the same rubric format as that of teachers to assure consistency in the professional evaluation responsibility. These adaptations take into

consideration a collaborative, self-evaluative format, acknowledging the ongoing nature of the job responsibility that does not lend itself to limited observations.

B. Two-three Year Professional Growth Plan Option

This option is designed for tenured bargaining unit members who have at least four years of full-time experience in the Berkshire Union Free School District. The Professional Growth Plan allows a bargaining unit member to research, develop and implement a specific plan of innovation or improvement which expands his/her current repertoire of the teaching-learning process in his/her professional assignment.

The bargaining unit member will propose to the administrator a written plan. Goals will be comprehensive, long-range, and support the district goals. Collaboratively, the bargaining unit member and administrator will clarify the plan's focus, discuss ways to assess results, and mutually agree on a final plan. This option requires a two-three-year commitment by both the bargaining unit member and the administrator.

Further, goals should be clearly communicated and agreed upon by the appropriate administrator by June 1 of the school year prior to the implementation of the Growth Plan. The goal(s) should be a natural outgrowth of genuine reflective and responsive practice and for that reason may also include personal/professional goals. The goal plan shall include targets and dates to reach during the respective years of the plan.

During the final year of the plan, a summative report submitted by the bargaining unit member will include comments, commendations, and recommendations from the administrator. The bargaining unit member and the evaluating administrator will meet at the end of each year of the goal-setting plan to assess progress. Further, there will be on-going discussions throughout the two-three year process to provide meaningful professional growth for the improvement of teaching and learning.

10.4 Teacher Improvement Plan

Teacher Improvement Plans may be necessary to direct the development of individual instructional skills and professional growth when there are apparent uncorrected deficiencies. Deficiencies for teachers are first identified in the evaluation framework and discussed in the post-observation or evaluation session with the administrator. A Teacher Improvement Plan may be implemented when significant progress toward addressing concerns as specified in the Teacher Improvement Plan document is not made in a reasonable amount of time.

When deficiencies compromise student safety, health or well being, or seriously impede student learning, the administrator will immediately implement

a Teacher Improvement Plan for the bargaining unit member. The Improvement Plan process will be collaboration between the administrator and teacher and shall include:

- Identification of practice(s) in need of improvement
- Definition of the expected demonstration of improvement
- Recommendations to facilitate improvement
- A reasonable timeline of remediation
- Signed copies of the plan will be distributed to the evaluator, the bargaining unit member and the Superintendent.

10.5 Summative Evaluation Report

At the end of each year, the administration will complete a summative evaluation on each probationary bargaining unit member. The summative evaluation will reflect that year's observations and interactions in a cumulative manner noting areas of progress, areas in need of attention, target areas for continued focus, an overall statement of performance level, and an indication of whether the bargaining unit member is progressing appropriately towards tenure. This document will also be used as a template for final recommendation of a probationary candidate for tenure to the Board of Education when she/he becomes eligible.

10.6 Personnel Files

A. Bargaining unit members will have the right, upon reasonable request, to review the contents of their personnel file and to make copies of any document therein except that all pre-employment references and data shall be removed and will not be available for review and copy. A bargaining unit member, if she/he chooses, may be accompanied by a representative of his/her choice. A representative of the employer may be present during any review.

B. No material derogatory to a bargaining unit member's conduct, service, character, of personality will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review it. The bargaining unit member will acknowledge that s/he has had such an opportunity by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy. Such material, with the exception of classroom observation forms, shall be removed from a bargaining unit member's file upon presentation of evidence to the Superintendent that such information or material is false or inaccurate.

Appendices to Accompany Article 10 (Professional Performance Reviews and Evaluations)

- Appendix A: Components of Professional Practice
- Appendix B: Feedback Form Containing Criteria and Scoring Rubrics for Teachers
- Appendix C: Criteria and Scoring Rubrics for Teaching Assistants
- Appendix D: Professional Development Proposal for All Student Services Staff, Tenured Teachers, and Tenured Teaching Assistants
- Appendix E: Evaluation of Professional Development Project (Self-Evaluation)
- Appendix F: Administrator's Evaluation Summary
- Appendix G: Teacher Improvement Plan

ARTICLE 11 - LEAVES OF ABSENCE WITH PAY

11.1 Sick Leave

A. Ten days of paid sick leave per annum shall be credited to each bargaining unit member on September 1 of each year. Twelve days of paid sick leave per annum shall be credited as of July 1 to bargaining unit members who are employed during the summer months and the regular school year. Paid sick leave shall be available for the illness of either the employee or one or more members of the employee's immediate family. Immediate family is defined as a bargaining unit member's spouse, domestic partner, child, parents, parents-in-law, siblings or grandparents. Domestic partners are defined as same or opposite sex domestic partners who are two people in a spouse-like relationship and have met all of the following requirements for at least the last 12 months: intend to remain each other's domestic partner indefinitely; reside together in the same permanent address; and are not legally married to anyone else and are not the domestic partner of anyone else.

B. Sick leave credits unused will be cumulative to a total of 200 days. The cumulative total may include unused personal days. Days so credited may be used as set forth in other specific sections of this Agreement.

C. Any bargaining unit member taking four or more consecutive sick days may be required to submit a statement from the bargaining unit member's doctor or other certified health care provider, which shall be confidential, describing the nature of the illness, injury or disability. Sick leave pay may be denied if the bargaining unit member does not provide a doctor's statement de-

scribing the nature of the disability from his/her physician within two weeks after return from the leave.

D. In the event that employment ceases prior to earning the number of days of paid leave used (i.e., a sick day for each month of employment), a deduction of the appropriate amount will be made from the final salary due upon termination of employment.

E. Within fifteen (15) school days of the beginning of the regular ten-month school session, the District shall notify each bargaining unit member of the number of sick days in his/her individual account.

F. Unit members who leave their position of employment in the District (due to reasons other than layoff) with fifteen (15) years of full-time service with the District shall be paid for accumulated unused sick leave at the rate of \$50 per day.

11.2 Sick Leave Bank

All bargaining unit members covered by this agreement may contribute unused sick leave credits for the purpose of establishing and maintaining a bank of such credits which may be drawn upon by employees who have exhausted their sick leave credits. Use of credits from the bank will be subject to the following rules and procedures:

A. A person must be a member of the Sick Leave Bank in order to withdraw days.

B. To become a member of the Sick Leave Bank a person must agree to waive up to, but no more than, three days per year of his/her sick leave credits to the Sick Leave Bank. Such waiver will be made on a form provided by the Sick Leave Bank.

C. Contributions will be accepted during the first month of each new academic year. A unit member who commences employment on a date other than the beginning of the school year shall have 30 calendar days to join the bank. Should the Sick Leave Bank be depleted during a school year and the need for additional days arise, bargaining unit members shall be allowed to contribute up to two days per member to replenish the bank for such need.

D. Total days in the bank may not exceed three times the number of bargaining unit members in the bank. If the bank is at maximum, new bargaining unit members may join, but their sick leave credits will be held in reserve until the bank falls below the maximum number of days. Reserve days will be added at the same time as regular contributions.

E. A person who waives days to join the Sick Leave Bank loses these days from his/her accumulated sick leave credits. The days become the property of the Sick Leave Bank assuming the individual has earned sick leave credits under the provisions of Section 11.1.

F. Applications for use will be made to the trustees of the bank. A withdrawal of days from the Sick Leave Bank can be made only for an extended illness. An extended illness is defined as a single illness of more than five school days duration. Withdrawal of days from the Sick Leave Bank can be made only after all of a member's sick leave has been exhausted. Grants of bank time shall not exceed seven days times the number of years of service in the District.

G. The trustees of the Sick Leave Bank shall consist of the Superintendent and the designee of the Berkshire bargaining unit members Association as selected by the Association President. The decision of the trustees shall be final and binding and such decision will not be subject to grievances.

H. The rules and regulations of the Sick Leave Bank will be distributed to all bargaining unit members by the Association.

11.3 Personal Leave

A. Four days per annum will be credited to each bargaining unit member on September 1 to be used through August 31 for the purpose of personal leave time. Personal leave does not result in the loss of pay. Personal leave will be used for the purpose of conducting business which cannot be carried out at other than the normal business day. A mortgage closing, religious holidays or school graduation(s) of a child are examples of approved leave days. Examples of reasons for which personal leave shall not be used are vacations, a second job or recreation. Personal leave cannot be used as sick leave.

A bargaining unit member regularly employed by the District during the ten months preceding the summer session shall receive one additional personal leave day, credited as of July 1, if said bargaining unit member is employed full time during the summer session.

B. Personal leave is not cumulative for the purposes set forth in Section 11.3. Unused personal days will be added to the sick leave accumulation on August 31 in accordance with the provisions of Section 11.1.

C. The use of personal leave requires advance notice. A bargaining unit member will notify the Superintendent or his/her designee in advance, in writing. In emergencies, the writing may be requested upon return from leave.

D. The granting of personal leave is at the discretion of the Superintendent. The employee requesting the use of personal leave shall not be obliged to state to the Superintendent the reason or reasons for which (s)he will use the requested leave.

E. Personal leave will not be deducted from sick leave.

11.4 Bereavement Leave

A. Bereavement leave will be granted by the Superintendent, or his/her designee.

B. Up to three days per annum will be granted for the express purpose of attending the funeral for a member of the immediate family defined as spouse, parents, domestic partner, children, siblings, parents-in-law, and grandparents. Domestic partners are defined as same or opposite sex domestic partners who are two people in a spouse-like relationship and have met all of the following requirements for at least the last 12 months: intend to remain each other's domestic partner indefinitely; reside together in the same permanent address; and are not legally married to anyone else and are not the domestic partner of anyone else.

C. Three days per annum will be credited to each bargaining unit member on September 1. For bargaining unit members commencing work after September 1, a pro-rated number of bereavement days shall be credited for that year.

D. Bereavement leave will not result in the loss of pay for the time used.

E. Bereavement leave will not be deducted from sick leave except as set forth in "G" below.

F. Bereavement leave is not cumulative.

G. In the event there is more than one funeral for a member of the immediate family accumulated sick leave will be available subject to all the conditions contained in this Article.

11.5 Professional Conferences

A. Bargaining unit members may be permitted to attend professional conferences and meetings. Applications for permission to attend must be made to the Superintendent, in writing, at least two weeks in advance of the conference or meeting.

B. The Superintendent may grant such leave without pay or expenses; with pay only; or with pay and reimbursement for necessary travel expenses, meals, lodging, and registration fees.

11.6 Sabbatical Leave

A. The primary purpose of sabbatical leave is to broaden the professional experience of a teacher and thus benefit the District and its students.

B. At the end of not less than seven years of professional service with the District, a teacher may apply for sabbatical leave. Applications for sabbatical leave shall be submitted to the Superintendent not later than February 15 prior to the school year during which the requested leave would occur. Applicants will be notified of the District's decision regarding such application no later than April 15.

C. An application for sabbatical leave may be granted by the Board in its sole discretion based upon its determination of its value to the Dis-

trict. In no case, however, shall the Board grant more than one sabbatical in any year, and the Board's determination of value shall be final and binding on all parties. Sabbatical leave shall be granted at 50% of the teacher's salary schedule salary. However, a teacher, at his/her sole discretion, may agree to waive payment for the period of the sabbatical leave.

D. As a condition of eligibility for a sabbatical leave the teacher shall submit an agreement in writing which includes the following:

1. To continue in the employment of the District for at least one year following the termination of the leave.

2. Prepare a detailed report of the benefits achieved during the leave and submit the report within 90 days of his/her return from the leave.

3. The teacher is obligated to reimburse the District an amount equal to 75% of the compensation paid to the teacher by the District during the leave if the teacher fails to fulfill the terms of subdivision "1" of this paragraph.

E. Any teacher on sabbatical leave must notify the Superintendent of his/her intent to return, in writing, no later than 90 days prior to the expiration of a twelve (12) month sabbatical leave and no later than 60 days prior to the expiration of a six (6) month sabbatical leave. A teacher's failure to timely notify the Superintendent of his/her intent to return will result in the District's immediate termination of any salary payments due for the remainder of the sabbatical leave and will be deemed an abandonment of the teacher's position with the District.

F. The District agrees to consider, without obligation to grant, alternative sabbatical leave applications.

LEAVES OF ABSENCE WITHOUT PAY

11.7 Child Rearing Leave

A. Leaves of absence for child rearing purposes will be granted by the Board of Education for a maximum of two school years.

B. Such leaves will be granted without pay or benefits except as otherwise required pursuant to the Family Medical Leave Act ("FMLA") and District policy.

C. Such leave will be an interruption of a probationary period and will not be counted for seniority purposes. Employees on such leave who are not entitled to the continuation of health insurance benefits under the FMLA may continue hospitalization insurance at their own cost providing premiums are paid to the District quarterly, in advance.

D. Illness, during and as a result of pregnancy, but prior to the beginning of a child rearing leave, will be regarded in the same manner as illness at any other time of employment.

E. All benefits to which a tenured bargaining unit member was entitled at the time his or her leave commenced, including unused accumulated sick leave, will be restored to such bargaining unit member upon the bargaining unit member's return. A bargaining unit member who returns from leave granted pursuant to this section will be placed on the same level of the salary schedule he or she was on when the leave commenced, except that a bargaining unit member who served at least five (5) consecutive months during the ten month school year when the leave commenced will be placed on the next highest level of the salary schedule upon his/her return from leave.

F. A bargaining unit member on leave must notify the Superintendent, in writing, no later than 90 days prior to the expiration of the leave of his/her intent to return. Failure to do so will be deemed an abandonment of the bargaining unit member's employment with the District.

11.8 Other

A. Leaves of absence without pay and benefits may be granted for the following purposes:

1. Personal Reasons: Upon the recommendation of the Superintendent, an employee may be granted up to one year.

2. ACTION Agencies: Upon the recommendation of the Superintendent, a bargaining unit member may be granted up to two years for service in the Peace Corps, VISTA, or the Teachers Corps.

B. Leaves granted in accordance with section 11.8 shall be subject to the following regulations and procedures:

1. Application must be made, in writing, to the Superintendent no later than 120 days prior to the date on which the leave is to commence. The application must set forth the dates of the leave as well as the purpose of the leave.

2. The decision of the Board will be made, in writing, no later than 60 days after receipt of the application. Such decision will set forth the starting and ending dates.

3. The applicant will notify the Superintendent, in writing, no later than 30 days after the Board's decision of his/her intention to take the leave.

4. A bargaining unit member on leave must notify the Superintendent, in writing, no later than 90 days prior to the expiration of the leave of his/her intention to return. Failure to do so shall constitute a resignation from the District.

5. Subject to the rules and regulations of the District's insurance carrier and the provisions of the FMLA, a bargaining unit member on leave may continue in all insurance programs then prevailing in the District at his/her own expense providing premiums are paid to the District at least quarterly, in advance.

6. A bargaining unit member returning at the conclusion of an approved leave will be placed on the salary step which would have been his/hers at the beginning of the leave period.

Bargaining unit members who have been granted leave for full time job related study will, upon submission of an official transcript for such study, be granted credit for equivalent time on the salary schedule.

C. The Superintendent may grant a bargaining unit member an unpaid leave of absence of up to thirty working days.

D. A leave of absence may be extended by mutual agreement of the District and the employee. A bargaining unit member requesting an extension of his/her leave of absence must make such request no later than 90 days prior to the effective date of the extension.

ARTICLE 12 - COMPENSATION AND INSURANCE

12.1 A. Teachers

1. Increase salary schedules by 5% for the 2006-07 school year, 4% for the 2007-08 school year and 4% for the 2008-09 school year, in accordance with the attached schedules.

2. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2006 to June 30, 2007 shall be those included in Schedules "A" and "B" as applicable.

3. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2007 to June 30, 2008 shall be those included in Schedules "C" and "D" as applicable.

4. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2008 to June 30, 2009 shall be those included in Schedules "E" and "F" as applicable.

4. Longevity: Effective with the 2001-2002 school year, each teacher eligible for step 23 on the schedule shall receive a career longevity of \$1,885 and teachers eligible for step 25 on the schedule shall receive an additional \$1,350.

B. Teaching Assistants

1. Increase salary schedules by 5% for the 2006-07 school year, 4% for the 2007-08 school year and 4% for the 2008-09 school year in accordance with the attached schedules.

2. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2006 to June 30, 2007 shall be those included in Schedule "G".

3. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2007 to June 30, 2008 shall be those included in Schedule "G".

4. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2008 to June 30, 2009 shall be those included in Schedule "G".

C. All bargaining unit members who serve at least five (5) consecutive months during the ten (10) month school year shall be advanced on the salary schedule in the following school year.

12.2 A. Any graduate level courses or in-service courses taken by a teacher for the purpose of advancement on the salary schedules must be approved by the Superintendent prior to enrollment in the course. For first semester courses prior approval must be obtained no later than September 1st; for second semester courses, prior approval must be obtained no later than January 1st, and, for summer courses, prior approval must be obtained no later than June 1st. Failure to obtain the Superintendent's prior approval may, at the discretion of the Superintendent, be grounds for denial of credit for such course for salary purposes.

B. Teachers shall receive credit for each pre-approved graduate or teacher center course taken and successfully completed during any one year period of September 1 through August 31, on September 1 of the next school year. Proof of successful completion (i.e., copy of official transcript) must be received by the Superintendent on or before August 31 immediately following the course in order to obtain credit in that year. Thus, for example, to receive credit and payment on September 1, 2001 for courses taken in the fall or winter of 2000 or the spring or summer of, 2001 the course must be completed and the transcript received by August 31, 2001.

12.3 Dental Insurance. The employer will provide a voluntary dental insurance program for the individual and dependents, and the unit member will pay the following in annual premiums:

Individual Coverage - 0%

Family Coverage - \$130.83 per year

12.4 Medical/Surgical Insurance. The District will provide group health insurance plan(s) for bargaining unit members and, effective as soon as possible, will offer the following plans at the following contribution rates:

Indemnity Plan - Employees shall contribute 20% of the premium cost for an individual, two person or family plan. The indemnity plan will only be avail-

able to bargaining unit members who are employed as of the date of this Agreement. No new hire will be allowed to enroll in the indemnity plan.

Provided notice is received by the District no later than April 1, 2005, a bargaining unit member who chooses to change his/her coverage from the indemnity plan to the PPO or MVP, shall be "held harmless" at the level of contribution (s)he was contributing at the time of this agreement until such time as the new coverage will be effective.

PPOA and MVP – Employees shall contribute the following percentages to the cost of the premium of an individual, two person or family plan under either a PPOA or MVP offered by the District:

3% for teaching assistants for individual, two person and family plan.

4% for teachers for individual, two person and family plan.

In addition, prescription coverage shall be offered at the rates of \$10 for generic and \$20.00 for "name brand" drugs. There shall be no change to the plan for mail order drugs.

12.5 Disability Insurance. All covered employees will be included in the Disability Insurance Plan provided for in the Laws of New York State. Payroll deductions in the amount provided as the maximum employee contribution will be made to offset, in part, the cost of the plan.

12.6 Health Insurance Opt Out.

Opt Out Procedure:

A. Bargaining unit members who are otherwise health insured may opt out of the District's health insurance program and receive a payment of \$1,650. All buy-outs must be elected or renewed each year and must be accompanied by proof of alternative health care coverage.

B. The election and proof of alternative health care coverage must be provided in writing to the Assistant Superintendent for Business by June 1st in order to opt out as of July 1st.

C. Payment shall be made by the District in two payments; the first payment on or before December 1st and the second on or before May 15th of each year.

D. Unit members may opt back into the health insurance plan during any school year due to a change in circumstances resulting in the loss of alternative health care coverage. The ability to rejoin the District program shall be governed by the rules and regulations of the health insurance carrier. Any opt-out monies paid in advance shall be reimbursed on a pro-rated basis.

E. If a National or state health care program is enacted which affects the health insurance provisions of this contract, the parties agree to reopen this Article.

F. The District shall maintain an IRS Code 125 plan for unit members.

G. Effective July 1, 1998, the District will increase the cap on life-time major medical to \$1,000,000.

ARTICLE 13 - GRIEVANCE PROCEDURES

13.1 Purpose: Whereas the establishment and maintenance of a harmonious and cooperative relationship between bargaining unit members, administrators, and the Board of Education is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of bargaining unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which all parties are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts. There shall be no withdrawal of services by the grievant or the Association during or as a result of the utilization of the grievance procedure.

13.2 Definitions:

A. Grievance -- Shall mean any alleged violation of either this Agreement or of a past practice, provided that the past practice was created subsequent to February 1, 1988.

"Past practice" means a course of conduct established by teachers subsequent to February 1, 1988 and for teaching assistants subsequent to September 1, 1996, which is (i)unequivocal; and (ii)clearly enunciated and acted upon; and (iii)readily ascertainable over a reasonable period of time as a mutually fixed and established practice accepted by both parties to this Agreement.

B. Aggrieved Party -- Shall mean the Association, or any person or group of persons in the bargaining unit claiming a violation of this Agreement.

C. Party in Interest -- Shall mean the aggrieved party and any person named in the grievance.

D. Administrator -- Shall mean any person responsible for or exercising any degree of supervision over a teacher.

E. Immediate Supervisor -- Shall mean the person to whom the teacher is directly responsible.

F. Representative -- Shall mean the person or persons designated by the aggrieved party as his/her counsel or to act in his/her behalf.

13.3 Procedure

As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

If the aggrieved party does not file a grievance at Level One in writing with his/her immediate supervisor within 30 school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance has been waived.

A. Level One: Supervisor

1. The aggrieved party shall present his/her grievance in writing to his/her immediate supervisor with the objective of resolving the matter formally.

2. Within five school days after the written grievance is presented to him/her, the immediate supervisor shall render a decision in writing and present it to the aggrieved party.

3. Grievances which are outside the purview or authority of the supervisor at Level One shall be commenced at Level Two.

B. Level Two: Superintendent

1. If the aggrieved party is not satisfied with the written decision at Level One, a written appeal may be filed with the Superintendent within five school days of receiving the decision at Level One, or the last date on which this decision could have been rendered, whichever is sooner.

2. Within five school days of receiving the written appeal, the Superintendent shall discuss the grievance with the aggrieved party, his/her representative, and all other parties in interest.

3. Within five school days of meeting with the parties, the Superintendent shall render a decision in writing to the aggrieved party.

C. Level Three: Board of Education

1. If the aggrieved party is not satisfied with the decision at Level Two, a written appeal may be filed with the Board of Education within ten school days of receiving the written decision at Level Two, or the last date on which a decision could have been rendered, whichever date is sooner.

2. Within ten school days of receiving an appeal, the Board of education shall schedule an Executive Session to hear the appeal. The aggrieved party, his/her representatives, if any, all other parties in interest and the Association grievance committee shall be notified of the Executive session so they may present the grievance.

3. Within five school days of the meeting, the Board of Education shall render a decision in writing on the grievance. A copy of the decision shall be sent to the aggrieved party and the Association.

4. Level Three may be by-passed by a written agreement signed by the Superintendent, the President of the Association and the Board President.

D. Level Four: Arbitration

1. Within 15 school days after the completion of Level Three, a Grievance which has not been resolved may be appealed to arbitration by the Association.

The appeal for arbitration shall be filed with the other party, in writing, and the arbitrator will be selected by rotating order from the list set forth below.

Jeffrey Selchick

Dennis Campagna

Thomas Hines

Judith LaManna

2. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association.

3. The decision of the Arbitrator shall be final and binding upon all parties. However, the Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of this Agreement. The Arbitrator shall have no power to add to, subtract from, change, or in any way alter, amend or modify the terms of this Agreement.

4. The Association agrees and recognizes that the granting or denial of tenure is an exclusive and non-delegable right of the Board of Education.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Past Practices.

All past practices of every kind and description which have heretofore existed between the parties are abolished effective February 1, 1988. There shall be no binding or enforceable past practice between the District and the teachers unless said practice was created and established subsequent to February 1, 1988. There shall be no binding or enforceable past practice between the District and the teaching assistants unless said practice was created and established subsequent to September 1, 1996. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified through the voluntary, usual consent of the parties in a written and signed amendment to this Agreement.

14.2 The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

14.3 Nothing contained herein shall be construed to deny to any employee his or her rights under the Law.

14.4 Any individual arrangement, agreement, or contract executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

14.5 Academic Freedom

It is the policy of the District to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. The concept of freedom shall be accompanied by a corresponding concept of responsibility. In his/her role as a citizen, every employee has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to indicate that he/she is not an institutional spokesperson.

14.6 Tardiness

Time lost due to tardiness may result in (a) a reduction of personal leave credits, or (b) a deduction from salary if leave credits are exhausted.

14.7 Severe Weather Conditions

Tardiness claimed due to severe weather will be excused if the Superintendent determines that the following conditions exist: (1) an official road condition warning advisory has been issued; and (2) employees scheduled to commence work prior to bargaining unit members' starting time have experienced unusual problems in coming to work.

14.8 Student Behavior

A bargaining unit member who is the subject of extreme, outrageous or extraordinary student behavior may report such behavior to the Principal. Upon receiving such a report, the Principal shall: (1) meet with the bargaining unit member to discuss the bargaining unit member's report of the incident; (2) meet with the bargaining unit member, school social worker, team leader and student within 24 hours of receiving the report from the bargaining unit member to discuss the incident; (3) conduct any additional investigation which (s)he deems necessary; (4) receive the bargaining unit member's proposed resolution of the incident; and (5) inform the bargaining unit member of his/her resolution of the incident

14.9 Credit Union

The District shall, upon the request of a bargaining unit member, make salary deductions and transmit the amount deducted pursuant to the request to the Columbia-Greene Public Employees Federal Credit Union. The authorization to make the deduction and transmission must be given by the bargaining unit member on a signed authorization card.

14.10 Admissions to Classrooms

District Administrators, Department Chairpersons, and persons involved in the instructional program of a particular classroom may enter that classroom while the bargaining unit member is present. No other person may enter that classroom while the bargaining unit member is present unless that other person has been granted permission to do so by the Superintendent or his/her designee. The Superintendent shall not grant any such other person permission to enter that classroom while the bargaining unit member is present unless the Superintendent or his/her designee has first discussed that other person's request with the affected bargaining unit member.

14.11 Purchase Orders

Each teacher who completes and submits a purchase requisition to the District shall receive a copy of the purchase requisition after final action has been taken by the District.

14.12 Jury Duty

A bargaining unit member who is assigned to jury duty shall be entitled to perform such duty without loss of pay or leave time. Any compensation provided to the bargaining unit member for the performance of such duty shall be paid to the District less mileage compensation paid by the court.

14.13 Salary Notification

Within 30 school days of the start of school in September of each school year, the District shall provide to each teacher a salary notice for that school year. The salary notice shall include the bargaining unit member's step, salary schedule salary and any other compensation due the teacher.

14.14 Payroll Options

A bargaining unit member may elect any one of the following three payroll options:

- A. 21 pay checks or;
- B. 26 paychecks, the last five of which will be paid with the last paycheck in June; or
- C. 26 pay checks, one every two weeks.

Each bargaining unit member must notify the District of his/her choice of payroll option by August 1, to be effective for the subsequent school year. Once a teacher has elected a payroll option, it will remain in effect until such time as the teacher notifies the District of a change in his/her election. The District must be notified of any change by August 1 and such change will be effective for the subsequent school year.

14.15 Vacancies

The District shall post all vacancies in professional positions within the District. "Vacancy" means an unencumbered position or an unencumbered position to which a temporary appointment is available.

14.16 Retirement Incentive and Qualification

A. Those unit members who have worked for the Berkshire Union Free School District for the full-time equivalent of at least fifteen (15) years shall be eligible for an early retirement incentive provided that he or she shall also comply with the conditions set forth in items 1 through 3 herein below. Part-time services shall be prorated, (i.e.) ½ time unit member for 30 years in the District or full-time unit member for 10 years in the District and ½ time unit member for 10 years in the District. The incentive for the period July 1, 2006 – June 30, 2007 will be \$10,500, July 1, 2007 – June 30, 2008 will be \$11,375, July 1, 2008 – June 30, 2009 will be \$12,294.

1. The employee's last day of employment and official date of retirement must be no later than the end of the current school year when first eligible for benefits under the New York State Teachers Retirement System without penalty.

2. Written application must be submitted to the Superintendent at least one hundred twenty days (120) prior to the employee's last day of employment.

3. The unit member can only leave at the end of January or June, at the unit members sole discretion.

B. Subsequent Qualifications

Any unit member who is eligible for the retirement incentive and subsequently accrues the full-time equivalent of fifteen (15) years of service will be eligible for the BTA retirement incentive on the date of the completed service to the school district. Conditions A.1, A.2 and A.3 (above) will also apply.

C. The District agrees to make this payment as an Employer Non-elective Contribution to the 403(b) account of each covered employee. The Association and the District will enter into a MOA specifying the terms.

D. Harborfields Window. In the first year of the agreement all employees eligible for retirement without penalty under the New York State Teachers Retirement System shall qualify for this incentive. Any BTA member first eligible to retire in 2005-2006 or earlier must retire from the district by August 31, 2006 to receive this incentive.

**ARTICLE 15 - LEGISLATIVE APPROVAL
SEPARABILITY, DURATION AND ACKNOWLEDGMENT**

15.1 Legislative Approval

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMITS ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15.2 Separability

If any provision of this agreement is, or shall be at any time contrary to law or regulation, such provision shall not be applicable, performed or enforced, except to the extent permitted by law or regulation. In such an event, all other provisions of this Agreement shall continue in effect.

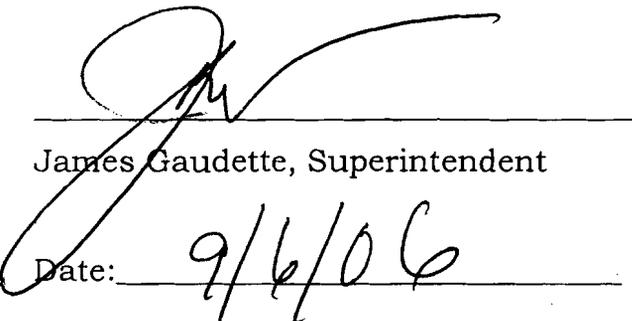
15.3 Duration

The parties hereto agree that this Agreement constitutes the entire contract between them for the period July 1, 2006 through June 30, 2009.

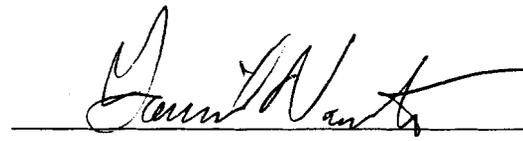
In Witness whereof, the parties hereto, the Superintendent of Schools and the President of the Association, have hereunto affixed their names.

For the District:

For the Association:



James Gaudette, Superintendent



Daniel Navratil, BTA President

Date: 9/6/06

Date: 9/6/06



APPENDICES

A AND B

Materials are as they appeared in the 2004-2006 agreement and its predecessor, the 2001-2004 agreement. These same observation and evaluation instruments and criteria shall continue to be used. A committee with equal representation from the District and the Association shall be formed to consider and develop new materials. No replacements for Appendix "A" and "B" shall be adopted unless the parties mutually agree to new materials.

Appendix C

CRITERIA AND SCORING RUBRICS FOR TEACHING ASSISTANTS

Domain 1: PLANNING AND PREPARATION

While this is not typically the responsibility of the teaching assistant, this space is available for any possible notations of teaching assistant involvement in planning or preparation for the lesson observed.

Domain 2: THE CLASSROOM ENVIRONMENT

COMPONENT	LEVEL OF PERFORMANCE		
	UNSATISFACTORY	PROFICIENT	DISTINGUISHED
2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teaching assistant and the students and among students, are negative and/or inappropriate, and characterized by sarcasm, put-downs or conflict.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals.
2b: Establishing a Culture for Learning	Teaching assistant does not display commitment to learning or subject matter, and exhibits low expectations for student achievement.	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students and high expectations for student achievement.	Teaching assistant demonstrates and expresses enthusiasm and commitment to subject matter and student learning.
2c: Managing Classroom Procedures	Teaching assistant fails to take initiative in performing routine classroom procedures.	Teaching assistant responds to routine needs in classroom management and procedures without prompting from teacher.	Teaching assistant anticipates needs of teachers and students regarding routine and procedures, and initiates appropriate action.
2d: Managing Student Behavior	Teaching assistant does not express clear expectations for student behavior when appropriate. Neither monitors nor responds appropriately to student misbehavior.	Teaching assistant is aware of student behavior and supports established standards of conduct. Responds to student misbehavior in ways that are appropriate and respectful of the students.	Teaching assistant's monitoring of student behavior is subtle and preventive, and teaching assistant's response to student misbehavior is sensitive to individual student needs.

CRITERIA AND SCORING RUBRICS FOR TEACHING ASSISTANTS

Domain 3: INSTRUCTION

COMPONENT	LEVEL OF PERFORMANCE		
	UNSATISFACTORY	PROFICIENT	DISTINGUISHED
3a: Communicating Clearly and Accurately	Oral and written communication is of a low-level and may contain errors, or is confusing or inappropriate.	Communicates clearly and appropriately, both orally and in writing.	Oral and written communication is clear, appropriate and expressive, anticipating possible student misconceptions.
3b. Demonstrating Flexibility and Responsiveness	Demonstrates limited flexibility and responsiveness to students' needs and interests. Assumes little responsibility for students' failure to understand.	Seeks to ensure successful learning, responding to student interests and questions.	Highly responsive to students' interests and questions and persists in ensuring success for students.

Domain 4: PROFESSIONAL RESPONSIBILITIES

To be addressed in post-conference.

- A. Reflecting on professional practices.
- B. Maintaining records.
- C. Communicating with teaching/Agency staff.
- D. Contributing to School and District.
- E. Growing and developing professionally.
- F. Showing professionalism.

APPENDIX D

**PROFESSIONAL DEVELOPMENT PROPOSAL
FOR
PROFESSIONAL STUDENT SERVICES STAFF, TENURED TEACHERS, AND
TENURED TEACHING ASSISTANTS**

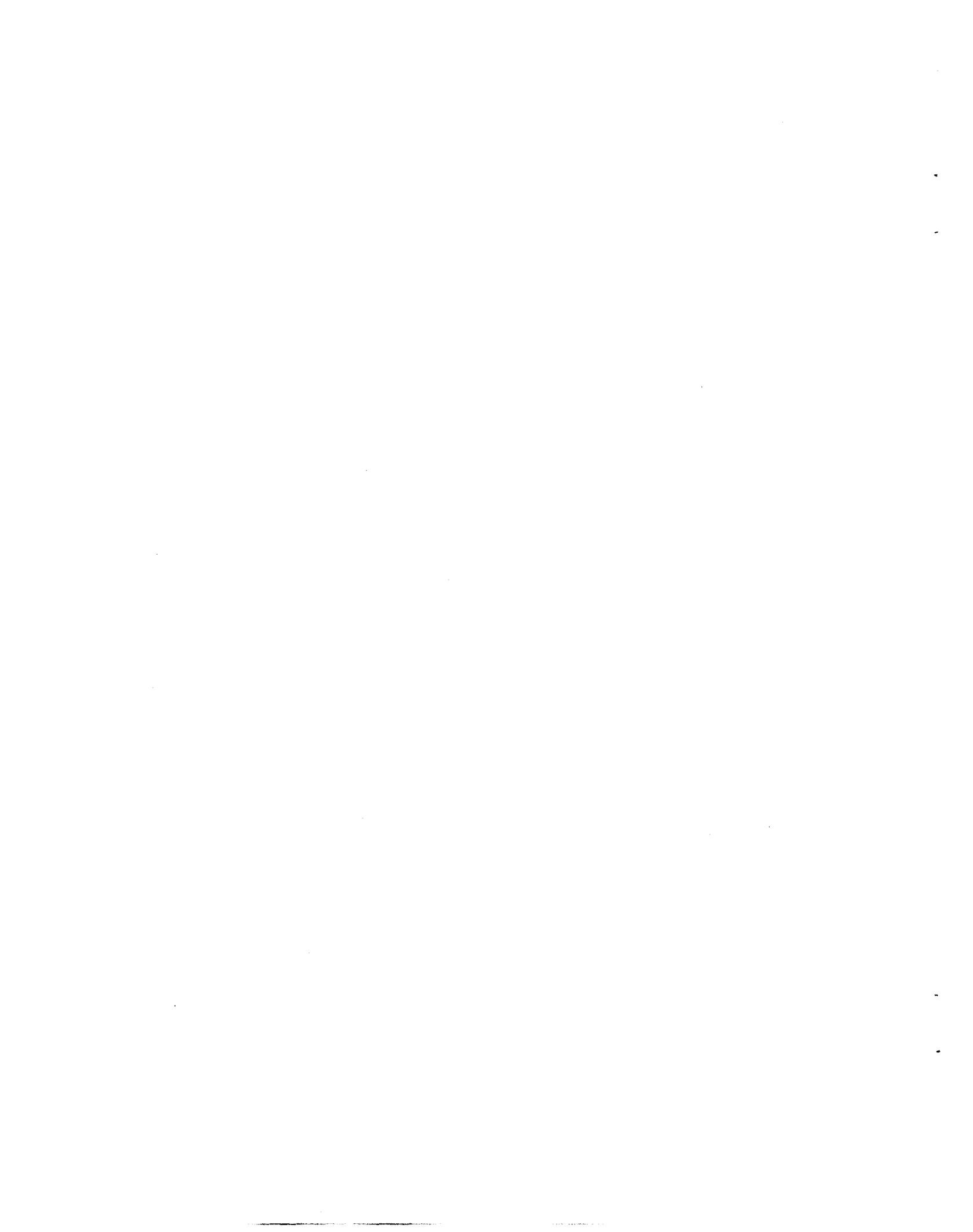
Date:
Name(s) and job title(s) submitting form:
Which Professional Development Option have you selected?
Describe your proposal. Include as much detail as possible (e.g. possible books, articles, workshops, interviews, etc. which might serve as resources). Estimate the dates on which you will write reflections on your progress.
Date of Planning Conference:
Suggestions/Amendments to plan as a result of Planning Conference:

Signature of Teacher(s)

Date

Signature of Administrator

Date



APPENDIX E

**FINAL EVALUATION OF
PROFESSIONAL DEVELOPMENT PROJECT**

SELF-EVALUATION

Date:

Person submitting this report:

Other participants (if any) in project:

Describe the major activities of the project. Include references used, successes and failures and lessons learned:

APPENDIX F

ADMINISTRATOR'S EVALUATION SUMMARY

Date of Post-Conference:

Teacher/Teaching Assistant should bring copies of informational documents, logs of activities, reflective journal entries, lesson plans, workshop description, etc.

Signature of Teacher/Teaching Assistant Date

Signature of Administrator Date

Signature indicates only that teacher/teaching assistant has read Administrator's Summary; s/he may not necessarily be in agreement.

Additional Teacher/Teaching Assistant Comments:

Berkshire Union Free School District
Canaan NY 12029

SCHEDULE G

COACHING POSITION STIPENDS

Stipends will remain constant for duration of the contract.

(July 1, 2006 – June 30, 2009)

Position	Stipend Amount
Varsity Basketball Coach	\$3,200
Varsity Basketball Assistant Coach	2,400
JV Basketball Coach	2,600
JV Basketball Assistant Coach	1,950
Modified Basketball Coach	1,500
Modified Basketball Assistant Coach	1,125
Cross Country Coach	2,000
Cross Country Assistant Coach	1,500
Varsity Baseball Coach	2,200
Varsity Baseball Assistant Coach	1,650
Varsity Football Assistant Coach	2,250
Track and Field Coach	2,200
Track and Field Assistant Coach	1,650
Varsity Volleyball Coach	1,800
Varsity Volleyball Assistant Coach	1,350
Modified Soccer Coach	1,200
Modified Soccer Assistant Coach	900

*Requirements for all coach and assistant coach positions:

- CPR and First Aid Training
- Coaching Certificate (completed or in process)
- Driver's License

Schedule
2005-06 TEACHER SALARY SCHEDULE
BACHELOR'S LEVEL

LEVEL	BACHELORS	B + 6	B + 12	B + 18	B + 24	B + 30
1	35,170	35,482	35,795	36,107	36,420	36,730
2	35,670	35,982	36,295	36,607	36,920	37,230
3	36,226	36,539	36,852	37,164	37,477	37,787
4	36,806	37,118	37,431	37,743	38,056	38,366
5	37,414	37,727	38,039	38,352	38,664	38,975
6	39,018	39,331	39,641	39,954	40,266	40,579
7	40,618	40,931	41,243	41,554	41,867	42,179
8	42,220	42,533	42,845	43,158	43,471	43,781
9	43,821	44,133	44,446	44,758	45,071	45,383
10	45,425	45,737	46,048	46,360	46,673	46,986
11	47,025	47,337	47,650	47,961	48,273	48,586
12	48,627	48,939	49,252	49,565	49,877	50,188
13	50,229	50,540	50,852	51,165	51,477	51,790
14	51,829	52,142	52,453	52,765	53,078	53,390
15	53,431	53,744	54,057	54,369	54,680	54,992
16	55,032	55,344	55,657	55,969	56,282	56,593
17	56,636	56,946	57,259	57,571	57,884	58,197
18	58,236	58,548	58,861	59,172	59,484	59,797
19	59,838	60,151	60,463	60,776	61,086	61,399
20	61,438	61,751	62,063	62,376	62,689	63,001
21	63,042	63,355	63,666	63,978	64,291	64,603
22	64,642	64,955	65,268	65,578	65,891	66,203
Longevity	3,947	3,947	3,947	3,947	3,947	3,947
Year 25+	1,901	1,901	1,901	1,901	1,901	1,901

Schedule
 2005-06 TEACHER SALARY SCHEDULE
 MASTER'S LEVEL

LEVEL	MASTERS	M + 6	M + 12	M + 18	M + 24	M + 30
1	36,835	37,108	37,381	37,654	37,927	38,200
2	37,335	37,608	37,881	38,154	38,427	38,700
3	37,892	38,165	38,438	38,711	38,984	39,257
4	38,750	39,063	39,376	39,688	39,999	40,311
5	39,359	39,671	39,984	40,296	40,607	40,920
6	40,959	41,271	41,584	41,897	42,209	42,520
7	42,563	42,874	43,186	43,499	43,811	44,124
8	44,163	44,476	44,786	45,099	45,411	45,724
9	45,763	46,076	46,388	46,701	47,012	47,324
10	47,365	47,678	47,991	48,303	48,616	48,926
11	48,968	49,278	49,591	49,903	50,216	50,529
12	50,570	50,882	51,195	51,505	51,818	52,131
13	52,170	52,482	52,795	53,108	53,418	53,731
14	53,774	54,085	54,397	54,710	55,022	55,335
15	55,375	55,687	55,997	56,310	56,623	56,935
16	56,976	57,289	57,601	57,914	58,225	58,537
17	58,577	58,889	59,202	59,514	59,827	60,137
18	60,181	60,491	60,804	61,116	61,429	61,741
19	61,781	62,093	62,404	62,717	63,029	63,342
20	63,381	63,694	64,006	64,319	64,629	64,942
21	64,983	65,296	65,608	65,921	66,233	66,544
22	66,585	66,896	67,209	67,521	67,834	68,146
Longevity	3,947	3,947	3,947	3,947	3,947	3,947
Year 25+	1,901	1,901	1,901	1,901	1,901	1,901

Schedule A
 2006-07 TEACHER SALARY SCHEDULE
 BACHELOR'S LEVEL

LEVEL	5% increase					
	BACHELO	B + 6	B + 12	B + 18	B + 24	B + 30
1	36,929	37,256	37,585	37,912	38,241	38,567
2	37,454	37,781	38,110	38,437	38,766	39,092
3	38,037	38,366	38,695	39,022	39,351	39,676
4	38,646	38,974	39,303	39,630	39,959	40,284
5	39,285	39,613	39,941	40,270	40,597	40,924
6	40,969	41,298	41,623	41,952	42,279	42,608
7	42,649	42,978	43,305	43,632	43,960	44,288
8	44,331	44,660	44,987	45,316	45,645	45,970
9	46,012	46,340	46,668	46,996	47,325	47,652
10	47,696	48,024	48,350	48,678	49,007	49,335
11	49,376	49,704	50,033	50,359	50,687	51,015
12	51,058	51,386	51,715	52,043	52,371	52,697
13	52,740	53,067	53,395	53,723	54,051	54,380
14	54,420	54,749	55,076	55,403	55,732	56,060
15	56,103	56,431	56,760	57,087	57,414	57,742
16	57,784	58,111	58,440	58,767	59,096	59,423
17	59,468	59,793	60,122	60,450	60,778	61,107
18	61,148	61,475	61,804	62,131	62,458	62,787
19	62,830	63,159	63,486	63,815	64,140	64,469
20	64,510	64,839	65,166	65,495	65,823	66,151
21	66,194	66,523	66,849	67,177	67,506	67,833
22	67,874	68,203	68,531	68,857	69,186	69,513
Longevity	4,144	4,144	4,144	4,144	4,144	4,144
Year 25+	1,996	1,996	1,996	1,996	1,996	1,996

Schedule B
2006-07 TEACHER SALARY SCHEDULE
MASTER'S LEVEL

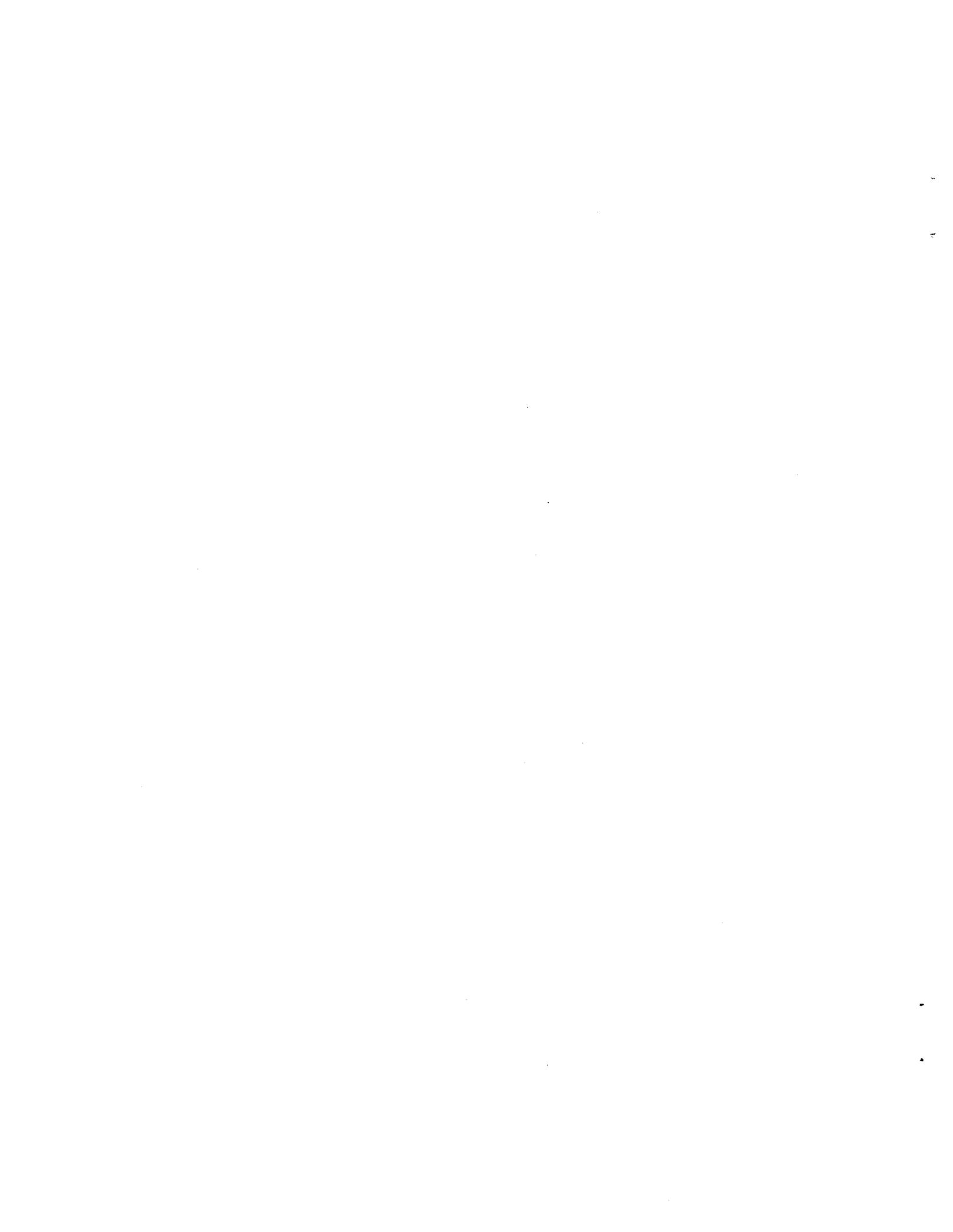
LEVEL	5% increase					
	MASTERS	M + 6	M + 12	M + 18	M + 24	M + 30
1	38,677	38,963	39,250	39,537	39,823	40,110
2	39,202	39,488	39,775	40,062	40,348	40,635
3	39,787	40,073	40,360	40,647	40,933	41,220
4	40,688	41,016	41,345	41,672	41,999	42,327
5	41,327	41,655	41,983	42,311	42,637	42,966
6	43,007	43,335	43,663	43,992	44,319	44,646
7	44,691	45,018	45,345	45,674	46,002	46,330
8	46,371	46,700	47,025	47,354	47,682	48,010
9	48,051	48,380	48,707	49,036	49,363	49,690
10	49,733	50,062	50,391	50,718	51,047	51,372
11	51,416	51,742	52,071	52,398	52,727	53,055
12	53,099	53,426	53,755	54,080	54,409	54,738
13	54,779	55,106	55,435	55,763	56,089	56,418
14	56,463	56,789	57,117	57,446	57,773	58,102
15	58,144	58,471	58,797	59,126	59,454	59,782
16	59,825	60,153	60,481	60,810	61,136	61,464
17	61,506	61,833	62,162	62,490	62,818	63,144
18	63,190	63,516	63,844	64,172	64,500	64,828
19	64,870	65,198	65,524	65,853	66,180	66,509
20	66,550	66,879	67,206	67,535	67,860	68,189
21	68,232	68,561	68,888	69,217	69,545	69,871
22	69,914	70,241	70,569	70,897	71,226	71,553
Longevity	4,144	4,144	4,144	4,144	4,144	4,144
Year 25+	1,996	1,996	1,996	1,996	1,996	1,996

Schedule C
 2007-08 TEACHER SALARY SCHEDULE
 BACHELOR'S LEVEL

LEVEL	4% increase					
	BACHELO	B + 6	B + 12	B + 18	B + 24	B + 30
1	38,406	38,746	39,088	39,429	39,771	40,109
2	38,952	39,292	39,634	39,975	40,317	40,655
3	39,559	39,901	40,242	40,583	40,925	41,263
4	40,192	40,533	40,875	41,215	41,557	41,896
5	40,856	41,198	41,539	41,880	42,221	42,561
6	42,608	42,949	43,288	43,630	43,970	44,312
7	44,355	44,697	45,037	45,377	45,719	46,059
8	46,104	46,446	46,787	47,129	47,470	47,809
9	47,853	48,193	48,535	48,876	49,218	49,558
10	49,604	49,945	50,284	50,625	50,967	51,309
11	51,351	51,692	52,034	52,373	52,714	53,056
12	53,101	53,441	53,783	54,125	54,466	54,805
13	54,850	55,190	55,530	55,872	56,213	56,555
14	56,597	56,939	57,279	57,619	57,961	58,302
15	58,347	58,688	59,030	59,371	59,711	60,051
16	60,095	60,436	60,777	61,118	61,460	61,800
17	61,847	62,185	62,527	62,868	63,209	63,551
18	63,594	63,934	64,276	64,616	64,957	65,298
19	65,343	65,685	66,026	66,367	66,706	67,048
20	67,090	67,432	67,773	68,115	68,456	68,797
21	68,842	69,184	69,523	69,864	70,206	70,546
22	70,589	70,931	71,273	71,611	71,953	72,294
Longevity	4,310	4,310	4,310	4,310	4,310	4,310
Year 25+	2,076	2,076	2,076	2,076	2,076	2,076

Schedule D
 2007-08 TEACHER SALARY SCHEDULE
 MASTER'S LEVEL

LEVEL	4% increase					
	MASTERS	M + 6	M + 12	M + 18	M + 24	M + 30
1	40,224	40,522	40,820	41,118	41,416	41,714
2	40,770	41,068	41,366	41,664	41,962	42,260
3	41,318	41,616	41,914	42,212	42,510	42,808
4	42,315	42,613	42,911	43,209	43,507	43,805
5	42,980	43,278	43,576	43,874	44,172	44,470
6	44,727	45,025	45,323	45,621	45,919	46,217
7	46,479	46,777	47,075	47,373	47,671	47,969
8	48,226	48,524	48,822	49,120	49,418	49,716
9	49,973	50,271	50,569	50,867	51,165	51,463
10	51,723	52,021	52,319	52,617	52,915	53,213
11	53,473	53,771	54,069	54,367	54,665	54,963
12	55,222	55,520	55,818	56,116	56,414	56,712
13	56,970	57,268	57,566	57,864	58,162	58,460
14	58,721	59,019	59,317	59,615	59,913	60,211
15	60,470	60,768	61,066	61,364	61,662	61,960
16	62,218	62,516	62,814	63,112	63,410	63,708
17	63,966	64,264	64,562	64,860	65,158	65,456
18	65,718	66,016	66,314	66,612	66,910	67,208
19	67,465	67,763	68,061	68,359	68,657	68,955
20	69,212	69,510	69,808	70,106	70,404	70,702
21	70,961	71,259	71,557	71,855	72,153	72,451
22	72,711	73,009	73,307	73,605	73,903	74,201
Longevity	4,310	4,310	4,310	4,310	4,310	4,310
Year 25+	2,076	2,076	2,076	2,076	2,076	2,076

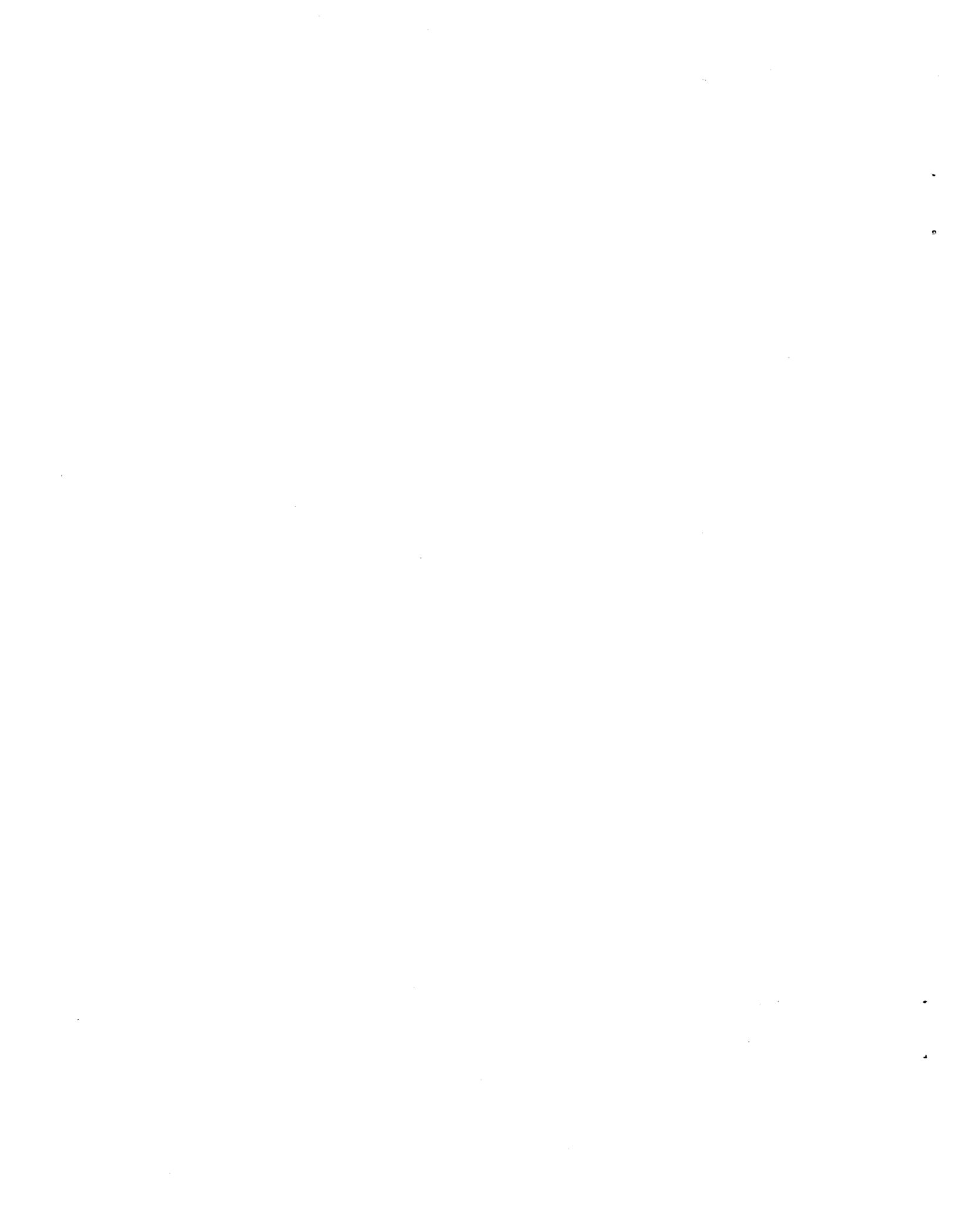


Schedule E
 2008-09 TEACHER SALARY SCHEDULE
 BACHELOR'S LEVEL

LEVEL	4% increase					
	BACHELO	B + 6	B + 12	B + 18	B + 24	B + 30
1	39,942	40,296	40,652	41,006	41,361	41,714
2	40,510	40,864	41,220	41,574	41,929	42,281
3	41,141	41,497	41,852	42,206	42,562	42,914
4	41,800	42,154	42,510	42,864	43,219	43,571
5	42,490	42,846	43,200	43,556	43,910	44,263
6	44,312	44,667	45,019	45,375	45,729	46,085
7	46,129	46,485	46,839	47,192	47,548	47,902
8	47,948	48,304	48,658	49,014	49,369	49,721
9	49,767	50,121	50,476	50,831	51,186	51,541
10	51,588	51,943	52,296	52,650	53,006	53,361
11	53,405	53,760	54,115	54,468	54,823	55,178
12	55,225	55,579	55,935	56,290	56,644	56,998
13	57,044	57,397	57,752	58,107	58,461	58,817
14	58,861	59,217	59,570	59,924	60,280	60,634
15	60,681	61,036	61,391	61,746	62,099	62,453
16	62,499	62,853	63,209	63,563	63,918	64,272
17	64,320	64,672	65,028	65,382	65,738	66,093
18	66,137	66,492	66,847	67,200	67,555	67,910
19	67,957	68,312	68,667	69,022	69,374	69,730
20	69,774	70,129	70,484	70,839	71,195	71,549
21	71,596	71,951	72,304	72,659	73,014	73,368
22	73,413	73,768	74,124	74,476	74,831	75,185
Longevity	4,483	4,483	4,483	4,483	4,483	4,483
Year 25+	2,159	2,159	2,159	2,159	2,159	2,159

Schedule F
 2008-09 TEACHER SALARY SCHEDULE
 MASTER'S LEVEL

LEVEL	4% increase					
	MASTERS	M + 6	M + 12	M + 18	M + 24	M + 30
1	41,833	42,143	42,453	42,763	43,073	43,383
2	42,401	42,711	43,021	43,331	43,641	43,951
3	43,033	43,343	43,653	43,963	44,273	44,583
4	44,008	44,363	44,719	45,073	45,426	45,780
5	44,699	45,054	45,409	45,763	46,117	46,472
6	46,516	46,871	47,226	47,582	47,936	48,289
7	48,338	48,691	49,045	49,401	49,755	50,111
8	50,155	50,511	50,863	51,218	51,572	51,928
9	51,972	52,328	52,682	53,037	53,391	53,745
10	53,791	54,147	54,502	54,857	55,212	55,564
11	55,612	55,964	56,320	56,674	57,029	57,385
12	57,431	57,786	58,141	58,493	58,849	59,204
13	59,248	59,603	59,958	60,314	60,666	61,021
14	61,070	61,423	61,778	62,133	62,487	62,843
15	62,888	63,243	63,595	63,950	64,306	64,660
16	64,707	65,062	65,416	65,772	66,125	66,479
17	66,525	66,879	67,235	67,589	67,944	68,296
18	68,346	68,698	69,054	69,408	69,764	70,118
19	70,163	70,518	70,871	71,226	71,581	71,936
20	71,981	72,336	72,690	73,046	73,398	73,753
21	73,800	74,155	74,510	74,865	75,219	75,573
22	75,619	75,972	76,328	76,682	77,038	77,392
Longevity	4,483	4,483	4,483	4,483	4,483	4,483
Year 25+	2,159	2,159	2,159	2,159	2,159	2,159



Estimated
Berkshire Union Free School District

Employee/Retiree Health Insurance Contribution
in Effect July 1, 2006

Blue Cross Indemnity

	20% Teachers TA's Intervention <u>Per Pay/20</u>	20% Office Staff <u>Per Pay/26</u>	Retirees 20% <u>Quarterly</u>
Single	\$ 69.82	\$ 53.71	\$ 349.11
2-Person	\$ 180.13	\$ 138.56	\$ 900.67
Family	\$ 189.54	\$ 145.80	\$ 947.72

Blue Cross PPO A*

	4.00% Teachers <u>Per Pay/20</u>	3.00% TA's <u>Per Pay/20</u>	3.00% Intervention <u>Per Pay/20</u>	3.00% Office Staff <u>Per Pay/26</u>	<u>Retirees</u> 4.00% Teachers <u>Quarterly</u>	3.00% Office Staff <u>Intervention</u>	3.00% TA's <u>Quarterly</u>
Single	\$10.05	\$ 7.53	\$ 7.53	\$ 5.80	\$ 50.23	\$37.67	\$37.67
2-Person	\$25.80	\$19.35	\$19.35	\$14.89	\$129.02	\$96.77	\$96.77
Family	\$27.11	\$20.33	\$20.33	\$15.64	\$135.55	\$101.66	\$101.66

MVP

	4.00% Teachers <u>Per Pay/20</u>	3.00% TA's <u>Per Pay/20</u>	3.00% Intervention <u>Per Pay/20</u>	3.00% Office Staff <u>Per Pay/26</u>	<u>Retirees</u> 4.00% Teachers <u>Quarterly</u>	3.00% Office Staff <u>Intervention</u>	3.00% TA's <u>Quarterly</u>
Single	\$ 10.01	\$ 7.51	\$ 7.51	\$ 5.77	\$ 50.04	\$ 37.53	\$ 37.53
2-Person	\$ 20.02	\$15.01	\$15.01	\$ 11.55	\$100.08	\$ 75.06	\$ 75.06
Family	\$ 26.92	\$20.19	\$20.19	\$15.53	\$134.61	\$100.96	\$100.96

*These are estimated.



Teacher Assistant
Salary Schedule

Level	2006-2007	2007-2008	2008-2009
1	\$20,089	\$20,893	\$21,728
2	\$20,476	\$21,295	\$22,147
3	\$20,865	\$21,700	\$22,568
4	\$21,255	\$22,105	\$22,989
5	\$21,644	\$22,510	\$23,410
6	\$22,034	\$22,915	\$23,832
7	\$22,422	\$23,319	\$24,252
8	\$22,810	\$23,722	\$24,671
9	\$23,200	\$24,128	\$25,093
10	\$24,200	\$25,168	\$26,175
11	\$24,750	\$25,740	\$26,770
12	\$25,300	\$26,312	\$27,364

