

**AGREEMENT BETWEEN
BERKLEY TEACHERS' ASSOCIATION
AND
BERKLEY SCHOOL COMMITTEE**

SEPTEMBER 1, 2021 - AUGUST 31, 2024

Table of Contents

I.	Preamble	6
II.	Recognition	6
A.	Substitutes.....	6
III.	General.....	7
A.	Savings Provision.....	7
B.	School Committee Rules and Regulations	7
C.	Waiver of Further Demands.....	7
D.	Superintendent/School Committee Rights	7
E.	Superintendent/Agent of Committee	8
F.	Requirements of Education Reform Act	8
IV.	Grievance Procedure.....	8
A.	Definitions	8
B.	Purpose/Waiver of Grievance	8
C.	Procedure.....	9
D.	Levels.....	9
E.	Level 4 Arbitration.....	11
F.	Rights of Teachers to Representation.....	12
G.	General Provisions.....	12
V.	Teacher Assignment and Duties.....	12
A.	Assignments	12
B.	Playground Duty.....	13
C.	Teacher Lunch	13
D.	Middle School Schedule	14

E.	Teacher Preparation Time.....	14
F.	Attendance Registers	15
G.	Curriculum Revision	15
H.	Leaving Building.....	15
I.	Grading.....	15
VI.	Teacher Evaluation.....	16
VII.	Salary Schedule	16
A.	Method of Payment	16
B.	Deductions	16
C.	Medical Insurance	17
D.	Salary Increment Credits	17
E.	Column/Lane Change Credits.....	17
F.	Tuition Aid	18
G.	Longevity	18
H.	Extra-curricular Pay	19
I.	Personal Contracts	19
VIII.	Teacher Support.....	19
A.	Substitutes for Absent Teachers	19
B.	Loss of Preparation Time.....	19
C.	Paraprofessionals	19
D.	Complaints Against A Teacher.....	20
E.	Suspension and Dismissal.....	20
F.	Student Teachers.....	20
G.	Induction and Mentoring	20

IX.	Notice of Vacancy.....	22
A.	Resignation.....	22
B.	Posting.....	23
X.	School Committee and Administrative Provisions.....	23
XI.	Leave	23
A.	Sick Leave Insurance.....	23
B.	Notification of Accumulation	28
C.	Worker's Compensation.....	28
D.	Bereavement Leave.....	28
E.	Personal Leave	28
F.	Professional Leave.....	29
G.	Maternity/Child Rearing Leave	29
H.	Association Leave	30
I.	Extended Leave - Professional Status Teachers	30
J.	Other Leave	30
XII.	Personnel Files	30
A.	Location.....	30
B.	Update.....	31
C.	Contents	31
D.	No Derogatory Material	31
E.	Inspection of Material	31
F.	Notification of Complaint.....	31
G.	Confidentiality of Files.....	32
XIII.	Unusual Contracts and Unexcused Absences	32

A.	Personal Contracts	32
B.	Unexcused Absence	32
XIV.	Calendar and School Year.....	32
A.	Definitions	32
B.	School Day and Year.....	33
C.	Teacher Day and Year.....	33
XV.	Reduction In Force (RIF)	35
A.	Professional Teacher Reductions	35
B.	Definitions	36
C.	Seniority List	37
D.	Notification.....	37
E.	Recall	37
XVI.	Agency Fee	38
XVII.	No Strike Clause	38
XVIII.	Preparation of the Agreement	38
XIX.	Substance Abuse	38
XX.	Duration	40
	APPENDIX A – SALARY SCHEDULE	41
	APPENDIX B – GRIEVANCE REPORTS	43
	APPENDIX C – MOA EPI-PEN	46

I. Preamble

THIS AGREEMENT IS MADE AND ENTERED INTO on this twenty-seventh day of May, two thousand and twenty-one, by and between the BERKLEY SCHOOL COMMITTEE (hereinafter referred to as "the Committee") and the BERKLEY TEACHERS' ASSOCIATION (hereinafter referred to as "the Association").

II. Recognition

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiations of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative of all teachers, nurses, and other professional staff employed by the Committee and excluding the Superintendent, the Principal, Assistant Principal, Administrator of Student Services, Business Manager, Paraprofessionals, Instructional Aides, Custodians, Clerical, Cafeteria, Surround Care, Computer Technician, Head of Building and Grounds Maintenance and all other employees.

A. Substitutes

1. Substitute Teachers Hired For Full School Year.

A substitute teacher hired initially for the full school year will be considered a member of the BTA bargaining unit. The Superintendent shall determine the teacher's placement on the salary schedule in accordance with the terms of the Teacher's Contract pertaining to new hires.

2. Other Substitutes.

- a. A substitute teacher hired initially for less than the full school year, who is certified/licensed in the subject area and works for at least 60 consecutive work days will be considered a member of the BTA bargaining unit on the 61st day. Effective the 61st consecutive day, the Superintendent shall determine the teacher's placement on the salary schedule in accordance with the terms of the Teachers' Contract pertaining to new hires. Effective the 61st consecutive day, seniority shall be retroactive to the first day of continuous service in the position.

- b. A substitute teacher initially hired for less than a full school year, who is not certified/licensed in the subject area and works for at least 61 consecutive work days will be considered a member of the BTA bargaining unit on the 61st day. Effective the 61st day, the teacher shall be placed on Step 1 of the salary schedule. Effective the 61st day, seniority shall be retroactive to the first day of continuous service in the position.

Wherever the Agreement says “teacher”, it shall also refer to “nurse” except as specifically provided otherwise.

III. General

A. Savings Provision

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of the Agreement.

B. School Committee Rules and Regulations

The School Committee has the sole and exclusive right and responsibility to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, except that such rights will not be exercised so as to conflict with the provisions of this Agreement.

C. Waiver of Further Demands

The parties agree that each has exercised its right to bargain for any provision it wished to have included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement; and this agreement constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Agreement shall continue in effect.

D. Superintendent/School Committee Rights

As to every matter as to which a specific agreement is not set forth in this Agreement, the Superintendent and/or the Committee continues to retain, whether exercised or not, the sole and unquestioned right to exercise all of the duties, powers, responsibilities, and rights provided by and under the laws of Massachusetts in the control, direction, and management of the Berkley Schools.

No such exercise shall be made the subject of a grievance or arbitration proceeding under this Agreement or the subject of an unfair labor practice charge.

E. Superintendent/Agent of Committee

Except as otherwise specifically provided in the Agreement and except when the Association is notified in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

F. Requirements of Education Reform Act

The School Committee reserves its right to change the provisions of the contract and/or the application of those provisions to conform to the requirements of the Education Reform Act of 1993 and any rules, regulations or decisions resulting from the act, subject to any bargaining obligations required by law.

IV. Grievance Procedure

A. Definitions

1. A "grievance" is defined as a complaint by a teacher or a group of teachers that as to the complainant there has been a violation, misinterpretation or inequitable application of the provisions of this Agreement.
2. An "aggrieved teacher" is the teacher or teachers making the complaint.

B. Purpose/Waiver of Grievance

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare of working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. If a teacher does not file a grievance in writing with the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "P.R.& R. Committee") Committee and the written grievance is not forwarded to the Superintendent within thirty (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 will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved teacher or the Committee, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Levels

1. **Level One:**
A teacher with a grievance will first discuss it with his/her principal or immediate supervisor either directly or through the Association's School Representative, with the objective of resolving the matter informally. The grievance must be presented in writing.
2. **Level Two:**
 - a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the chairman of the P.R.& R. Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the chairman of the P.R.& R. Committee will refer it to the Superintendent of Schools.

- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved teacher in an effort to resolve it. Within ten (10) school days after the meeting, the Superintendent shall provide a decision to the chairperson of the P.R. & R. Committee and the aggrieved employee.
3. Level Three (School Committee Level):
- a. School Committee role: A grievance will proceed to Level Three (School Committee Level) if the School Committee and Superintendent agree that matter falls within the authority of the School Committee under the laws of the Commonwealth and/or Superintendent wants the Committee to serve in an advisory role. This decision of the School Committee and Superintendent shall not be grievable or arbitrable.
 - b. If the aggrieved teacher wants to pursue the grievance beyond the Superintendent, the teacher shall submit it to the chairperson of the P.R. & R. Committee within five (5) school days after receipt of the Superintendent's decision or, if no decision is rendered, within fifteen (15) school days after the meeting with the Superintendent at Level 2.

The P.R. & R. Committee Chairperson will advance the grievance to Level Three, the School Committee Level, through the Superintendent's office within five (5) school days after receiving the grievance from the Teacher. The Superintendent and the School Committee will decide whether the School Committee is going to hear the grievance no later than the second School Committee meeting following the submission of the grievance to the Committee and give written notice of that decision within five (5) school days after the meeting.

If the School Committee decides to hear the grievance, the hearing will take place no later than the second School Committee meeting after the decision to hear the grievance. The Committee's written decision on the grievance will be provided to the Chairperson of the P.R. & R. Committee and the aggrieved employee within five (5) school days after the hearing.

4. **Level Four:**
 - a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, or, where applicable, Level Three, the aggrieved teacher may, within five (5) school days after the Committee issues a decision or is supposed to issue a decision declining to hear the grievance or denying the grievance, request the Chairman of the P.R. & R. Committee to submit the grievance to arbitration.
 - b. If the Association decides to submit the grievance to arbitration, it shall submit the grievance to arbitration within fifteen (15) school days after receipt of an arbitration request by the aggrieved teacher and notify the School Committee (through the Superintendent) in writing that it has done so.

E. Level 4 Arbitration

1. Within ten (10) school days of the Association's written notice to the School Committee of its intent to proceed to Arbitration, the Employer and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or secure the services of an agreed-upon arbitrator, the Demand for Arbitration shall be processed through the American Arbitration Association (AAA). The parties will be bound by the rules and procedures of the AAA.
2. The Arbitrator shall hear the matter and issue a decision not later than thirty (30) days following the hearing or from the date for submission of post-hearing briefs. The Arbitrator shall be without power or authority to make decisions that require the commission of an act prohibited by law or which violate the terms of this Agreement. The decision of the Arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association. The parties agree that the Association will not have to serve copies of the Grievance Report at each level to anyone other than the person (or School Committee) responsible for responding at that level.

F. Rights of Teachers to Representation

The aggrieved teacher may be represented at all stages of the grievance procedure by a person of his/her own choosing. When the aggrieved teacher is not represented by the Association, a member of the Association or, if the Association shall so request, a member of the MTA or NEA, shall have the right to be present and to state the views of the Association at all stages at the grievance procedure. The aggrieved teacher shall notify the Committee five (5) school days in advance of any meeting if said teacher is to be represented by legal counsel.

G. General Provisions

1. If, in the judgment of the P.R. & R Committee, a grievance affects a group or class of teacher, the P.R. & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The P.R. & R Committee may process such grievance through all available levels of the grievance procedure even though the aggrieved teacher does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the aggrieved teacher and to the chairman of the P.R. & R Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section D.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Grievances shall be submitted on the approved forms (a specimen of which is attached to the signed master Agreement).

V. Teacher Assignment and Duties

A. Assignments

Except with respect to teachers now currently teaching in Berkley under a grandfather certificate, teacher certification shall be the only basis upon which teaching assignments shall be made.

To be given adequate preparation time, teachers will be notified in writing of the grades, subjects, unusual or special classes, tentative schedules, and tentative location with respect to their teaching assignment for the coming year.

1. When the school budget for the coming year has been finalized, such notification will be at least five (5) school days prior to the last day in the school year. However, in no event shall such notification take place later than ten (10) days after the end of the school year.
 - a. When possible, a tentative class list of students shall be provided to each teacher by e-mail or regular mail within ten (10) days after the end of the school year, but not later than August 1. Teachers shall inform the Administration in writing if they want to continue to get notice by regular mail.
 - b. In the event of a change in assignment, grades, subjects, unusual or special classes, tentative schedules and tentative location following the notice described above, the teacher so affected shall be notified promptly. Upon request of the teacher, he/she and the president and/or vice president of the BTA will meet with administration to discuss the matter. Teachers that are assigned to a new location shall be given 2 half days of internal coverage for the purposes of relocation to pack/unpack materials.
 - c. The Administration shall make available to the appropriate teachers, to the extent allowed by law, all medical information known to the Administration. Such information shall be made available on the following timetable: For students in the system during the prior school year, no later than the first work day of the new school year; for students new to the system, promptly upon receipt of the information by the Administration.

B. Playground Duty

All teachers assigned to teach full-time in grades Full Day, will be assigned lunch and/or recess duties on a rotating basis no more than 2 times in a 6-day cycle. Building principals will assign duties to teachers working less than full-time and aides, in an equitable manner.

Recess will be scheduled for students at reasonable times, usually around midday.

The duty schedules of each school shall be scheduled by the administration and shall be submitted to the BTA for review before implementation, each school year and whenever changed.

C. Teacher Lunch

Teachers shall have a duty-free lunch of a minimum of twenty-five (25) minutes.

D. Middle School Schedule

Every effort will be made to establish a Middle School Schedule which will provide to each teacher not more than thirty (30) teaching periods per week and which will require a teacher to instruct not more than two (2) subjects.

E. Teacher Preparation Time

Teacher Preparation Time is defined as teacher-directed time to prepare. Each teacher shall be provided with at least two-hundred seventy (270) minutes of teacher preparation time during a six-day cycle. If the cycle is changed, each teacher shall receive the pro-rata equivalent. The Administration shall not be required to provide more than two-hundred seventy (270) minutes by any of the provisions below.

Daily teacher preparation time shall be at least forty-five (45) consecutive minutes.

Teacher preparation time for part-time teachers will be provided on a pro-rated basis (i.e. a .8 [80%] teacher will be entitled to 80% of the teacher preparation time of a full-time teacher).

If a teacher loses teacher preparation time due to an early release day or a partial work day of any type, the Administration shall not be obligated to provide make-up teacher preparation time.

Whenever a teacher is required to attend a meeting during instructional time, Administration will provide coverage so the teacher can attend the meeting. If a meeting is scheduled during the teacher's preparation time, the Administrator will provide equal replacement time on the same day. If coverage cannot be arranged in either instance, the meeting will be rescheduled.

Common Planning time is defined as teacher-directed time to plan, schedule, and address needs of teachers and students of a particular grade level.

The administration recognizes the benefit of providing teachers and administrators time to work on teacher initiated and directed activities related to improving the education of students at a particular grade level or specialty. The length of common planning will be at least the length of a teacher preparation time.

If a principal and/or vice principal wishes to have a specific topic discussed during common planning time he/she will submit in writing the topic(s) to be

discussed to the grade-level teachers involved no less than 1 cycle before the common planning time is to take place. Only the principal and/or assistant principal will be allowed to attend and take part in the next scheduled common planning time, up to four full meetings per year, one per quarter, during a mutually agreed upon time.

F. Attendance Registers

Accurate daily attendance reports are the responsibility of the classroom teacher. The official register required by the Department of Elementary and Secondary Education and reflecting the classroom teacher reports will be maintained by the Office of the Principal.

G. Curriculum Revision

Teachers shall have a role in curriculum revision and construction and shall be involved in the selection of texts and materials.

H. Leaving Building

Subject to advance approval of the Superintendent or his designee, teachers may leave the building during their lunch period or preparation period for school related purposes.

I. Grading

Middle School/Grades 5-8 Online Grade Reporting

Teachers are responsible for updating the grades of their students by utilizing the online grading system.

Classroom, Unified Arts and Special Needs Teachers will input the grade of their students in the on-line grading system within a week after the assignment has been graded.

The School Committee recognizes its responsibility to keep the technology in working order. If the computer system is not working properly, all teachers will be given the same number of additional days that the system was down to input their grades. For instance, if the computer system is down for two days, the teachers will be given an additional two days to enter the grades into the system.

If extenuating circumstances arise, the principal or assistant principal may grant the teacher additional days to input their grades.

When a student's grade has dropped one whole letter grade or more, or if the student's conduct needs improvement or is unsatisfactory at the mid-term, the teacher will communicate the concern to a parent or guardian via e-mail, phone call, meeting or note, and the teacher will keep a record of the communication.

Elementary School/Grades K-4 Grading

Teachers of Grades K-4 are expected to report grades via corrected papers to parents and students in a timely manner.

Additionally, teachers are expected to enter grades at the end of each term into our computer-based system in compliance with the dates that are provided to them by the Principal at the beginning of each school year.

VI. Teacher Evaluation

The Berkley School Department Teacher Evaluation Procedure is outlined in a document titled "Berkley Public School Educator Evaluation Procedure". The language was negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. The Teacher Evaluation, referred to as the Educator Evaluation Procedure, was agreed to on September 4, 2012 and is subject to ongoing modification as needed and agreed to by the parties.

VII. Salary Schedule

A. Method of Payment

1. The compensation of professional employees, with the exception of substitute teachers, shall be paid in twenty-six (26) bi-weekly payments. Payroll checks will be delivered to the school(s) every other Thursday for distribution.
2. Members whose paychecks include payments for stipends shall receive a detailed itemization of said payments from the School Business Administrator via email or written notice. The itemizations will indicate what the payments are for (e.g. specific stipend(s)) and the dollar amount associated with each payment.

B. Deductions

1. The Committee agrees to deduct dues from the salaries of its employees for the Berkley Teachers' Association, Massachusetts Teachers Association, the National Education Association, or any one of such associations as said teachers individually and voluntarily authorize the

Committee to deduct, and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing on the form provided by the Association.

2. Teachers may also elect to have monies deducted payable to the Citizens Credit Union, Century Bank and Trust Company (MTA Credit Union), and/or an annuity fund and/or the Washington National Insurance Company and/or United Way, Inc., and/or all allowable health, life, and annuity benefits provided under the "cafeteria plan".

C. Medical Insurance

Teachers shall have the right to participate in all life insurance, accidental death and dismemberment insurance, hospital, medical, surgical and insurance benefits provided by any insurance plan adopted and maintained by the Town of Berkley pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan.

D. Salary Increment Credits

Salary increments are increases in salary resulting from upward movement in a salary schedule column/lane (for example, movement from Step 3 to Step 4 in the bachelor's column). These increments are not automatic. Failure to meet the requirements that are a part of this Agreement will result in the stoppage of any salary increment advancement until the requirements are met.

To receive any salary advancement, all teachers except those at step 12 and above will be required to earn three (3) credits every three (3) years in a course or courses approved in advance by the Superintendent.

E. Column/Lane Change Credits

Movement from one column to another on the salary schedule is a column/lane change (for example Bachelors to Bachelors + 15). A change in columns on the salary schedule requires an advanced degree earned at an approved college/university or advanced degree credits earned at an approved college/university, approved in advance by the Superintendent. Column change credits may also be awarded for successful completion of in-service courses offered by a Local Education Agency which awards college graduate credits, approved in advance by the Superintendent.

Credits for any salary lanes beyond the Master's plus 15 (M+15) must be taken chronologically after the receipt of the Master's degree.

The Superintendent will establish and publish regulations for salary increment and column/lane change credits to take effect September 1, 1994.

The provisions of this subsection will be modified to the extent that the Education Reform Act of 1993 and/or any regulations resulting from the Act impose additional requirements.

F. Tuition Aid

The Committee will reimburse teachers up to \$1,050 for tuition, fees and required course materials paid for courses approved by the Superintendent of Schools at accredited universities, colleges or professional training schools, or programs provided by Berkley Public Schools, provided said courses are successfully completed.

Receipts are required for reimbursement.

G. Longevity

An annual longevity payment will be granted to each teacher with the appropriate years of service with the Berkley School Department. Longevity will be noted on individual contracts when they are issued in June. The payment will be made as a separate check in the first pay period of November according to the following schedule.

Completed Years of Service	Payment
12	\$850 each November of years 13-17
17	\$1,100 each November of years 18-22
22	\$1,700 each November of years 23-25
25	\$1,900 each November of years 26-27
27	\$3,000 each November of years 28-32
32	\$2,550 each November of years 33+

Longevity Increases

Completed Years of Service	Payment	Increase Of
12	\$850 each November of years 13-17	\$150
17	\$1,100 each November of years 18-22	\$200
22	\$1,700 each November of years 23-25	\$150
25	\$1,900 each November of years 26-27	\$150
27	\$3,000 each November of years 28-32	"Supplemental Longevity"
32	\$2,550 each November of years 33+	No increase

H. Extra-curricular Pay

Teachers will receive an hourly rate of \$35 for extracurricular activities. Teachers will receive an hourly rate of \$40 for MCAS tutoring, academic tutoring, and Wilson tutoring for teachers certified in those areas.

Teachers will receive priority when considered for extracurricular positions.

I. Personal Contracts

It is the teacher's responsibility to maintain their certifications according to the requirements of the Department of Elementary and Secondary Education. Teachers will have fifteen (15) days to return signed contracts. A contract not returned within the specified time limit, which will be recorded on the contract, may be deemed as a resignation.

VIII. Teacher Support

A. Substitutes for Absent Teachers

The committee will make every effort to provide substitutes in those cases where a teacher has reported his/her unavailability for work prior to the start of a school day in accordance with the regulations pertaining to his/her school.

B. Loss of Preparation Time

A teacher will be compensated at the rate of thirty dollars (\$30) per class period each time the teacher acts as a substitute during a scheduled preparation period.

C. Paraprofessionals

The School Committee shall provide paraprofessionals in the school system according to the recommendation of the superintendent. Respective

administrators shall evaluate the paraprofessionals with input from their partner teachers.

D. Complaints Against A Teacher

When any complaint regarding a teacher is made to the administration or School Committee by a parent, student, or other person on which definite action is to be taken by the administration, a teacher/administrator conference will be held prior to the taking of such action, and the teacher will be provided with a copy of the complaint if it has been made in writing.

E. Suspension and Dismissal

No professional teacher will be suspended, dismissed or reduced in rank or compensation without just cause. Nothing herein shall abridge or limit the authority of the Superintendent pursuant to law to decline to reappoint or renew the contract of a non-professional teacher except if such non-reappointment or non-renewal results from the violation of other express terms of this Agreement.

F. Student Teachers

Accepting a student teacher will be on a voluntary basis. Any course vouchers, PDP's, stipends or other benefits provided for the student teaching experience will go to the cooperating teacher to be used at his/her discretion.

G. Induction and Mentoring

The induction and mentoring program has several key components:

A lead mentor is an experienced, highly qualified teacher who has been trained to teach mentors through the district induction and mentoring program and/or has completed graduate course work designed to prepare experienced mentors for leadership roles. The lead mentor(s) serves as coordinator for implementing the district's induction and mentoring program and facilitates the relationship between mentor and beginning or developing educators.

Lead mentor duties include:

- Providing mentor orientation and training in district induction and mentoring program requirements.
- Planning and implementing a minimum of three group trainings for mentors, first year mentees, second year mentees and third year mentees.
- Seeking resources and ordering materials to support the program.

- Matching mentors and mentees with the building principal.
- Assisting the “new teacher” or “developing educator” along with the mentor in meeting the expectations of the four standards identified in the Teacher Evaluation Process: Curriculum Planning and Assessment, Teaching all Students, Family and Community Engagement, and Professional Culture.
- Coordinating observation opportunities and scheduling changes for mentors and mentees.
- Overseeing collaboration between the mentor and new teacher/developing educator including discussions, informal observations, and trainings.
- Completing ongoing curriculum development for the program.
- Reviewing the program and reporting on progress/goals to the superintendent, building principals, and School Committee in addition to completing the teacher portion of the DESE district mentoring report.

A mentor is an experienced, highly qualified teacher who has been trained through the district’s mentoring program. The mentor serves as a coach for one to three years with the responsibility of guiding the “new teacher” or “developing educator” in the study and implementation of best teaching practices.

Mentor duties include:

- Reviewing the policies and protocols of the Berkley Public Schools.
- Assisting the “new teacher” or “developing educator” in meeting the expectations of the four standards identified in the Teacher Evaluation Process: Curriculum Planning and Assessment, Teaching all Students, Family and Community Engagement, and Professional Culture.
- Documenting collaboration between the mentor and new teacher/developing educator including discussions, informal observations, and training.
- Attending scheduled group mentor trainings.

New teacher refers to a teacher new to the profession, new to the district, or new to the position within the district.

Developing educator refers to an educator on a Directed Growth Plan or Improvement Plan.

New teachers hired to the Berkley Public School System will be mentored by trained mentors of the Berkley Public School System.

New teachers working with an initial license will be mentored for the first three (3) years of employment by the district.

New teachers working with a professional license but new to the district will be mentored for one (1) year.

Teachers with professional status transferred to a new position within the district will have the option of being mentored for one (1) year.

Mentors and mentees will be matched by profiles provided in the application process by the Lead Mentors and the school principal.

Lead mentors will receive a stipend of one thousand dollars (\$1,000) per year.

After completing the annual hour requirements/documentation, and attending the group mentor trainings, mentors will receive a stipend of seven hundred fifty dollars (\$750) for the first year of mentoring, per mentee. Mentors will receive a stipend of five hundred dollars (\$500) for the second year of mentoring per mentee after meeting the requirements for completion. Mentors will receive a stipend of two hundred fifty dollars (\$250) for the third year of mentoring per mentee after meeting the requirements for completion.

Mentors and mentees can request reassignment.

The Berkley Public School Induction and Mentoring forms currently in use at the time of this agreement was reached are attached. Through mutual agreement, the parties may make modifications to them at any time.

IX. Notice of Vacancy

A. Resignation

A known vacancy shall exist when a letter of resignation is received by the Superintendent of Schools.

B. Posting

All promotions, transfers, classroom vacancies, and other vacancies, teaching level and above, will be posted in each school within fifteen (15) days of occurrence.

1. By June 15, a list of all known vacancies for the following school year will be posted.
2. During the months of July and August, written notices of a new position or vacancy will be emailed to the Association president who will notify the Association members. All qualified teachers will be given a reasonable opportunity to make application for such position.
3. Notices of vacancies will be posted in both teacher lounges and the offices of the Principals and Superintendent.
4. A copy of the posting will be given to the President of the Association on the day of the posting.
5. Vacancies will be posted for fifteen (15) days when the situation allows, but always for a minimum of five (5) business days.
6. If the Administration wants bargaining unit members to voluntarily participate in the interview process of a new bargaining unit member, it will solicit volunteers by sending an e-mail to the bargaining unit as a whole. The Administration will not ask bargaining unit members to participate in the interview process of a bargaining unit member seeking a transfer.

X. School Committee and Administrative Provisions

A copy of the agenda for each School Committee meeting and the minutes of each meeting, when approved by the School Committee, will be sent each month to the President of the Association.

XI. Leave

A. Sick Leave Insurance

1. Each teacher who has completed one school year of employment by the Committee shall be entitled to fifteen (15) days of paid absence because of illness as of the first day of the teacher's work year. Each teacher who has not completed one school year of employment by the Committee shall accrue paid absence of illness days at the rate of one-and-one half (1 1/2) days per month of work to a maximum of fifteen (15) days for the

school year. Sick days are cumulative to a maximum of one hundred thirty (130) days.

2. Any professional status teacher may be granted, upon request, extended sick leave with or without pay at the discretion of the School Committee.
3. Any teacher returning from an illness that extends seven (7) or more consecutive days must furnish a statement from the attending physician stating that the teacher is able to return to work.
4. Severance Pay - Effective on September 1, 1985, a teacher who has served twenty (20) years in the Berkley School System shall, upon retirement, receive severance pay based upon his/her unused sick leave under the following conditions:
 - a. Beginning in September, 2009, teachers who have accumulated one hundred thirty (130) sick leave days at the end of the preceding school year shall be able to accrue sick leave days above the maximum of one hundred thirty (130) at the rate of fifteen (15) per year.
 - b. The aforementioned days above one hundred thirty (130) will be recorded and identified as a "Teacher's Above Maximum Account of Sick Leave Days."
 - c. Upon retirement, as described above, a teacher will receive a percentage of his/her daily rate of pay at the time of retirement (annual rate divided by number of work days indicated in the "teacher year" provision in section XIV-C) for each day in the "Teacher's Above Maximum Account," according to the following scale:

<u>Number of Days</u>	<u>Percentage</u>
1 to 50	75%
51 to 100	50%
101 to 130	25%
 - d. The maximum amount payable to any teacher pursuant to this Section 4 of Article XI, shall be five thousand two-hundred fifty dollars (\$5,250).
 - e. It is understood and agreed that any sick leave days normally used pursuant to Section 4 of Article XI of this Collective Bargaining Agreement will be deducted from a Teacher's Above Maximum Account before any days are deducted from his/her first one hundred thirty (130) days of accumulated sick leave days.
5. Beginning with the 2009-2010 school year, teachers with twenty-four (24) hours written notice to the principal, whenever possible, may utilize

accrued paid sick days up to a maximum of five (5) days in each work year in the event of a serious illness requiring bedside or household attention by the teacher for the teacher’s spouse, significant other, child, dependent, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandchild, sibling, or other member of the immediate family. This leave shall also extend to permanent residents of the teacher’s primary residence. The principal or superintendent may require medical documentation if there is reason to believe that this leave is being abused.

6. Sick Leave Incentive

Teachers are entitled to an annual sick leave incentive payable by July 15 and accompanied by the Notification of Accumulation document (Article XI.B).

Sick Days Used Incl. Family Sick Days	Unused Payment
0	\$250
1	\$200
2	\$150
3	\$100

7. Sick Leave Bank

a. Purpose

A Sick Leave Bank will be maintained for use by qualified members who choose to participate, whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to make a full recovery from extended illness.

The Sick Leave Bank cannot be used to extend a Maternity Leave or Family Medical Leave Act (FMLA).

b. Membership

All professional employees covered by this agreement are automatically enrolled in the Sick Leave Bank subject to the following conditions:

i. Professional employees may choose to opt out of automatic enrollment in the Sick Leave Bank by indicating their intent on their annual personal contract which is signed in June each year. The request to decline participation in the Sick Leave Bank will be on each teacher's annual personal contract. The decision to opt out must be made annually and will result in non-membership for the entire following work year.

ii. Only professional employees who have accumulated at least thirteen (13) sick days are eligible for membership. The thirteen days include sick days to be awarded at the start of the work year following the June in which the annual personal contract is signed.

iii. The annual donation of sick days to the Sick Leave Bank will be one (1) day per member.

iv. Employees who have been non-members due to insufficient accumulated sick days (2 above) will be enrolled automatically when their accumulated days allow membership and will be assessed one day for the upcoming work year, unless the employee chooses to opt-out. Employees who have chosen to opt-out and who wish to become members will donate one day for the upcoming work year plus one day for each immediate consecutive past work year(s) as a non-member.

v. An assessment of the total number of days in the Sick Leave Bank will be made in June of every work year. If the bank has 366 days or more, all current members will continue their membership for the subsequent work year, yet no days will be collected during that work year, except from those members new to the Sick Leave Bank, who will donate the number of days required to join (4 above). If the June assessment shows the Sick Leave Bank to have 183 days or fewer, donation of sick days will resume in the subsequent work year. Should the Sick Leave Bank become critically low during any work year, the Sick Leave Bank Committee has the option of a mid-year emergency assessment of one (1) sick day per member to replenish the bank.

8. Administration of the Sick Leave Bank
 - a. The Sick Leave Bank will be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee to serve and two (2) members designated by the Association.
 - b. The decisions of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be by a majority of its members' voting and will be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee. The Sick Leave Bank Committee will convene two (2) times during the school year and on an as needed basis.

9. Application for Benefits from the Sick Leave Bank
 - a. Applications for benefits must be made to the Sick Leave Bank Committee in writing and must be accompanied by medical evidence of illness, submitted by certification, by a state-certified Medical Doctor. A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee.
 - b. Application of benefits should be made by the Professional Employee, prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing on the Bank will not commence until all of the employee's own sick leave days are used and approval has been granted by the Sick Leave Bank Committee. Under unusual circumstances (teacher is not physically able to make the request), the Association may submit a written request on behalf of an eligible employee.

10. Granting of Days from the Sick Leave Bank
 - a. The initial sick leave grant to an employee shall not exceed fifteen (15) days.
 - b. Upon completion of the fifteen (15) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant.
 - c. Teachers without Professional Teacher Status will only be able to draw from the Sick Leave Bank a total number of days equivalent to what they had accumulated prior to their illness. Any additional

medical leave must be made to the Superintendent and may be granted as unpaid-medical leave.

B. Notification of Accumulation

In September, teachers shall receive a written notification of the number of accumulated sick days included for the current year.

C. Worker's Compensation

1. Whenever a teacher is absent from school as a result of personal injury sustained while performing his/her school work, the Committee will pay to said teacher his/her full salary, less any Worker's Compensation paid on account of such injury, until such absence ends or until the end of the then current school year whichever occurs first. Such absence will not be charged to the annual or accumulated sick leave to which such teacher may be otherwise entitled.
2. In the event that Worker's Compensation payments are delayed, the Committee will pay full salary and the teacher will reimburse the town when Worker's Compensation is received.

D. Bereavement Leave

Teachers will be entitled to five (5) consecutive days with pay at any one (1) time in the event of death of a teacher's spouse, significant other, child, dependent, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandchild, sibling, or other member of the immediate family. Teachers will be granted up to three (3) consecutive days at any time in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless said relative is a member of the immediate household, in which event the teacher will be entitled to aforesaid five (5) consecutive days. The notice of leave under this Section and the anticipated length of such leave shall be provided to the principal as soon as possible. Leave of up to one (1) day to attend the services of a relative not listed above or a close friend will be allowed with notice to the Superintendent or his designee.

E. Personal Leave

1. Teacher will be entitled to two (2) days absence for personal, legal, business, household or family matters which require absence during school hours. Whenever possible, a teacher should present the request for a leave in writing (using the appropriate form) to the building principal at least twenty-four (24) hours before the leave.

Said two (2) days are available in half-day increments. Whenever possible, a teacher should present the request for a leave in a half-day increment in writing (using the appropriate form) to the building principal at least one week before the leave.

2. Excess of two (2) days up to a total of three (3) days may be requested of and granted by the Superintendent.
3. Teachers, with twenty-four (24) hours written notice to the principal, whenever possible, may utilize paid personal days up to a maximum of five (5) days in each work year in the event of a serious illness requiring bedside or household attention by the teacher of the teacher's spouse, child or parent. This leave shall also extend to permanent residents of the teacher's primary residence. The Superintendent may require medical documentation if he has a reason to believe that this leave is being abused.
 - a. Personal days under Article XI, Section E3 will only be granted after the teacher has used all five family sick days under Article XI, Section A5.
4. Teachers may convert one unused personal day under this section to one accumulated sick day under Article XI, A., Sections 1 and 4 at the end of the each school year.

Accounting of the converted personal day shall be included on the written Notification of Accumulation (Article XI, B).

F. Professional Leave

With the approval of the superintendent or his/her designee, a teacher may be absent for up to one (1) professional day per year without loss of pay to visit schools to examine programs or complete an MTEL test.

G. Maternity/Child Rearing Leave

1. Maternity Leave will be provided in accordance with Federal Law and Massachusetts General Laws, Chapter 149, Section 105D. Maternity Leave begins upon the birth of the child. Sick Leave can be used for the period of disability related to childbirth and recuperation there from. Maternity Leave is a maximum of forty (40) work days. All benefits continue during this time. If the employee wishes to return immediately following the forty (40) work days, a doctor's note is required.
2. The Family Medical Leave Act (Policy posted in Teachers' Room of each school) can be used to lengthen Maternity Leave time. Full time employees are eligible for Family Medical Leave after a full year of

employment. Request must be in writing. Family Medical Leave is a maximum of sixty (60) work days. Employees may use whatever time is available to them during this leave as listed in the Policy. All benefits continue during this time.

3. Child Rearing Leave may be granted for all or part of one school year without pay for the purpose of child rearing. No benefits are allowed for this leave. The employee must pay the total cost to the town for all optional deductions. If the absence is more than one month, the Full Time Equivalency (FTE) status of the employee will be reduced on the seniority list.
4. A packet of information, explaining in detail the procedures and rights under the leaves mentioned above, will be made available to the employee who will be taking Maternity Leave, Family Medical Leave, and/or Child Rearing Leave. The employee is encouraged to meet with the business manager prior to requesting and/or deciding on the leave options.

H. Association Leave

The Berkley Teachers Association will be granted up to two (2) teacher days to allow a member of the Berkley Teachers Association to attend a meeting of the MTA, NEA or any of its affiliates or other educational conferences deemed to be in the interest of the Association.

I. Extended Leave - Professional Status Teachers

In cases of extended illness of a member of a professional teacher's immediate family, the teacher may be granted up to one (1) year's leave of absence without pay.

J. Other Leave

Other leaves of absence, without pay and benefits, may be granted by the Committee.

XII. Personnel Files

A. Location

A personnel file on each teacher shall be maintained in the school administration office.

B. Update

Teachers will keep their files up to date on forms supplied by the administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, and other matters required for personnel administration.

C. Contents

Included in this file shall be evidence of each degree the teacher has been awarded, official transcripts of all college courses completed, evidence of teacher certification, copies of contracts, teaching assignments, and of completed evaluation forms.

D. No Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material is being placed in the file.

The teacher shall be given the opportunity to inspect such material and shall acknowledge that he/she has read such material by signing the copy to be filed. Such signature will not be interpreted to mean agreement with the contents. The teacher shall have the right to respond to any material placed in his/her personnel file and the response shall be affixed to the material if it is possible to do so.

E. Inspection of Material

1. A teacher may review his/her file at any time upon reasonable notice and may submit additional letters or documents that he/she wishes kept in his/her file. A teacher shall have the right to obtain a copy of all material in his/her file provided such reproduction is without cost to the committee.
2. File copies shall not be removed from the office of the school administration.
3. A representative of the school administration shall be present at any inspection or reproduction of a teacher's file. A teacher may be accompanied by a representative of the Association.

F. Notification of Complaint

Any complaints regarding a teacher made to the administration or school committee by any parent, student, or other person, which is to be placed in the

teacher's personnel file, will be called to the teacher's attention immediately after the complaint is received.

G. Confidentiality of Files

The foregoing provisions of this article shall not apply to placement office papers or references obtained when processing a teacher's initial application, medical, or other reports submitted in confidence; and a teacher may not have access to such papers or documents.

XIII. Unusual Contracts and Unexcused Absences

A. Personal Contracts

Teachers who begin or terminate their contracts after the start of the school year shall be paid on the following basis:

$$\frac{\text{Salary} \times \text{Duty days under contract}}{\text{Contract Days}}$$

B. Unexcused Absence

If a teacher's absence is unexcused, his/her pay shall be deducted as follows for each day:

$$\frac{\text{Salary}}{\text{Contract days}} = \text{daily deduction}$$

XIV. Calendar and School Year

A. Definitions

1. "School day" shall mean the period during each day on which pupils are required to attend school commencing with the time by which pupils must be present and ending with the time of general pupil dismissal.
2. "Teacher day" shall mean the period during each day which teachers are required pursuant to this Agreement to be present in a school.
3. "School year" shall mean the number of school days in each twelve month period commencing September 1. On or before May 1 of each year, the Committee shall make available to all school employees a copy of the School Calendar for the forthcoming year. If unforeseen circumstances require changes in the school calendar, all school employees will be notified as soon as possible. Prior to the first day for pupils, teachers shall make preparation and attend an orientation meeting for the reopening of the school year.

B. School Day and Year

The length of the school day and of the school year, the starting and ending time of the school day, the starting and ending days of the school year, and whether a school or schools shall operate on a single or multi-session are matters entirely within the discretion of the Committee and exercised under and pursuant to applicable provisions of law and to regulations of state agencies having jurisdiction.

C. Teacher Day and Year

1. The regular teacher day shall be six (6) hours and fifty (50) minutes.
2. In addition to attendance during the regular teacher day, teachers may also be required to attend the following:
 - a. All general staff meetings called by the Superintendent, not to exceed one (1) meeting per month for the duration of the school year. Such meetings shall not last more than sixty (60) minutes after all teachers requested to attend such meetings are present. In recognition of the requirement that teachers input grades by computer, the Superintendent shall relinquish his meeting time under Article XIV, Section C. (2.) (a.) as follows: one hour in the month that teachers are required to input term grades except to call a half hour meeting for an emergency, which shall include a June meeting to discuss the impact of town meeting action on the school budget.
 - b. At least one (1) building meeting per month, if called. Such meetings shall not last more than sixty (60) minutes. Brief meetings of up to twenty (20) minutes in duration may be called at the discretion of the principal. Such meetings shall begin after all teachers required to attend are present.
 - c. General staff and building meetings will be scheduled on a regular basis with at least one (1) week's notice.
 - d. Teachers will not be required to attend Teacher Assistance Team meetings outside of the Teacher work day.
3. On one or two days of the school year, pupils will be dismissed early for the purpose of parent-teacher conferences.
4. The number and purpose of release time days is to be determined by the administration.

Effective September 1, 2019, Paragraph 4 reads: The number and purpose of release time days is to be determined by the administration,

except for one day in each month of January and June, during which pupils will be dismissed early for teacher-directed curriculum collaboration.

5. Teachers will be required to attend not more than three (3) evening meetings per school year. Teachers will not be required to attend an evening meeting for more than two (2) hours. Two of such evening meetings shall be used for parent-teacher conferences. Generally, the Berkley Community School and the Berkley Middle School shall not schedule conferences on the same day in order to allow parents with students in both schools to attend a conference. The other evening meeting may be used for curriculum night or open house as determined by the Superintendent. The Superintendent will consider input from the BTA as to the content of the curriculum night or open house meeting, but the Superintendent shall make the final determination. Teachers are not required to attend a PTO Open House unless the Administration notifies teachers that it is one of the required evening meetings. The Administration will so advise the PTO and request that any notices concerning the event, when teachers are not required to attend, state that teachers are not expected to attend.
6. Teachers not regularly assigned to a particular school day schedule will work at their assigned tasks for at least the length of time required of teachers regularly assigned to a particular schedule. The starting and ending times for such teachers shall be established on an individual basis subject to the Superintendent's approval. The proper performance by such teachers of their duties may require on occasion that they work longer than the established working day.
7. The instructional responsibilities of teachers may include preparing teaching materials, giving help to individual pupils and conferring with parents, principals and other administrators. These responsibilities may involve time outside of the teacher day, and, in the case of teachers not regularly assigned to continuous teaching duties, outside of scheduled teaching periods. Each teacher, in the exercise of his/her professional judgment, shall have the responsibility of arranging a schedule for the attending of these duties. Instructional responsibilities shall include completing curriculum standard checklists similar to those in place on May 13, 2004, subject to a reasonableness standard, to show that instruction is aligned with the curriculum frameworks and standards.

- 8a. The teacher year shall be not more than three (3) days in addition to the longer of (a) one hundred eighty (180) school days, or (b) the minimum number of school days as may be required by law. One of such days shall occur prior to the opening of school. One of the days shall be used for an in-service workshop during the school year. The scheduling and content of the third day will be determined by the Superintendent after meeting with a committee of teachers appointed by the BTA.
- 8b. The last day of the school year shall be an early release day for students (dismissal of students shall be no later than 12:00 p.m.) Following student dismissal, teachers shall attend to teacher-initiated responsibilities related to the close of the school year and/or the opening of the follow school year.
- 8c. The day prior to Thanksgiving break will be an early release day for students (dismissal of students shall be no later than 12:00 p.m.). Staff may leave once students have left the building.
- 9. The Association recognizes that unforeseen situations of an emergency nature may arise from time to time during the school year which require the presence of a teacher at his or her school at times beyond the limits prescribed herein for the teaching day, and it further recognizes that such instances shall not give rise to any right to additional compensation.

XV. Reduction In Force (RIF)

A. Professional Teacher Reductions

Effective September 1, 2016, pursuant to M.G.L. c. 71 § 42 (paragraph 7) concerning the Superintendent's right to lay off teachers, the Superintendent will consider the comparative certifications and qualifications of the competing teachers, with the primary factors being indicators of job performance, including overall ratings from teacher evaluations, continuing education, and the best interests of the students. With respect to teacher evaluations, ratings of Proficient and Exemplary in past summative overall ratings in the discipline targeted for layoff will be considered equal. The summative evaluations compared will be all those evaluations done for teachers during the same time period. If the Superintendent determines that the qualifications between teachers are no different, the teacher with the most seniority shall be retained.

Prior to implementing a Reduction in Force, the Superintendent, or designee, shall inform the Association President and/or Vice President of the RIF decision,

then meet with the PTS teacher to be laid off and the Association President and/or Vice President to discuss the decision.

Reduction in force cannot be determined by the following factors: one teacher having a higher salary than the other, one teacher costing the District more in health care benefits, union activity, age, sex, residency, or other categories protected against discrimination.

No professional teacher shall be dismissed if there is a non-professional teacher in a position for which the professional teacher is certified.

B. Definitions

1. "Length of service/seniority" means a Berkley School Department employee's uninterrupted service as a teacher in the Berkley School System in years, months, and calendar days. Service begins either from the day of appointment or the first day served as a teacher, whichever came first, except when the first day served as a teacher is after the first work day of the school year in which case it shall be the first day serving in a bargaining unit position.

Leaves of absence granted by the Committee will not be considered breaks in service. Accepting an administrator's position in the Berkley School Department will not be considered a break in service, but only the administrator's years of service as a teacher in the Berkley School Department will be counted towards the administrator's seniority under this contract. Part-time teacher's service will be prorated.

2. "Lay-off" means unpaid leave of absence granted by the Superintendent provided that said teacher has waived in writing subsequent of receipt of a notice of reduction in force, any present or future rights to a dismissal hearing he or she may have pursuant to the Massachusetts General Laws. Teachers who choose lay-off/leave of absence shall be entitled to any group health and/or life insurance program available to any teacher on leave of absence without pay provided the teacher pays the entire cost of the insurance premium within thirty (30) days of the billing date as issued by the Town Treasurer.
3. "Recall" means the right to return to a position in the reverse order in which said teacher was laid off. A Berkley School Department administrator who has served as a Berkley teacher before becoming an administrator will be considered a teacher for purposes of this paragraph. Recall shall extend no longer than two calendar years from the date that

the layoff commenced. This provision shall apply to layoffs occurring on or after September 1, 1992.

4. "Terminated" means dismissal pursuant to the Massachusetts General Laws.
5. "Administrator" means a Berkley School Department administrator who has served as an administrator prior to July 1, 2000 and who had previously served as a Berkley teacher. An administrator will retain teacher status for purposes of using his/her years of Berkley teaching service to bump back into a teaching position in the event the administrator is laid off.

C. Seniority List

A proposed updated seniority list (length of service list) will be submitted by the Association to the Superintendent by October 15 of each year. The Superintendent will provide the Association with his response by November 15. The Superintendent will meet with the Association, if requested, to discuss differences over the seniority list. The official seniority list for the year will be determined by the Superintendent after the above steps have been completed. The Association has the right to contest the Superintendent's determination of the seniority list under the grievance and arbitration procedure.

D. Notification

When reductions are to occur, the Committee shall give written notice to the affected professional teacher on or before June 1, preceding the effective dating of the reduction which shall be subsequent July 1.

E. Recall

If a vacancy occurs and a teacher elects lay-off status, a recall notice shall be sent via certified mail with return receipt requested to the teacher most recently reduced. If a teacher fails to notify the Superintendent by certified mail within fourteen (14) calendar days of the receipt of the recall of his/her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this agreement. A teacher who accepts recall must commence work on the date set forth in the recall notice or twenty-one (21) calendar days, whichever is later. A teacher who accepts recall will have all benefits accrued up to June 30 of the year in which the reduction notice was given restored upon recall. Teachers on recall are required to keep the Superintendent informed on their current mailing address. When a vacancy occurs, the most senior teacher on the recall list certified for that vacancy shall be recalled to that position.

If the Superintendent does not receive a response within seven (7) days, the Association shall be notified and they (Association) will contact the teacher involved.

XVI. Agency Fee

The Committee agrees to require during the term of this Agreement that all employees covered by the Agreement except those employees certified to the Committee by the Association as of the forty-fifth (45th) day of their employment or the thirtieth (30th) day after the effective date of this Agreement, whichever is later, shall pay the BTA a service fee set by the Association in accordance with the provisions spelled out in Section 12 of Chapter 150E of the Massachusetts General Laws.

Teachers electing agency service fee, shall pay the BTA a service fee set by the Association in accordance with the provisions spelled out in Section 12 of Chapter 150E of the Massachusetts General Laws. The agency fee will be due to the Association treasurer by October 15th for incumbent employees. For employees hired after the start of the school year who elect to pay an agency fee, the agency fee will be due 30 days from notification of payment due. A member of the bargaining unit who is not a member of the BTA and who does not pay the agency fee by the expected due date is subject to dismissal by the superintendent.

XVII. No Strike Clause

During the term of this Agreement, the Association agrees that it will not cause, condone, sanction, induce or take part in any strike, walkout, slowdown, work stoppage, or withholding of services by employees of the Committee.

XVIII. Preparation of the Agreement

The Office of the Superintendent and the President of the Association will make a digital copy of the master agreement available for all parties concerned. Those that wish may print a copy.

XIX. Substance Abuse

- A. The Berkley School Committee and the Berkley Teachers Association recognize that the manufacture, distribution, possession and/or use of illegal drugs and deliberate abuse of legal drugs and alcohol is a source of danger in the workplace and a threat to the parties' goal of maintaining a productive and safe

work environment. The School Committee intends to prevent those involved with illegal drugs and abusers of legal drugs and alcohol from becoming employees and the parties strongly encourage the voluntary rehabilitation of such persons already employed.

- B.* In accordance with the Federal Drug Free Workplace Act, the illegal use, distribution, sale or possession of drugs while on the job or on School property is an offense which may warrant disciplinary action up to and including termination, subject to any applicable disciplinary provisions under the contract or the Massachusetts General Laws.
- C.* Employees who are under the influence of alcohol or illegal drugs, either on the job or when reporting for work, who deliberately abuse legal drugs, or who possess or consume alcohol during work hours, have the potential for interfering with their own as well as their co-workers' safe and efficient job performance. Such conditions may be cause for disciplinary action up to and including termination, subject to any applicable disciplinary provisions under the contract or the Massachusetts General Laws.
- D.* Any employee, while on school property or during the employee's work day, including without limitation all breaks and meal periods, who manufactures, distributes, sells, uses, possesses or is found to have in his or her locker or desk or other such repository, alcohol or drugs which are not medically authorized, may be suspended immediately pending further investigation. If use or possession is substantiated, disciplinary action up to and including termination may be imposed, subject to any applicable disciplinary provisions under the Agreement or the Massachusetts General Laws.
- E.* Without detracting from the existing rights and obligations of the parties as recognized in the other provisions of this Article and this Contract, the School Committee and the Association agree to cooperate in encouraging an employee afflicted with alcohol or drug abuse to undergo a program designed to rehabilitate the employee. If an employee fails to avail himself or herself of assistance, and alcohol or drug abuse impairs the employee's ability to carry out work duties, including work performance, attendance, conduct or reliability, disciplinary action up to and including termination may be imposed, subject to any applicable disciplinary provisions under the Contract or Massachusetts General Laws.

XX. Duration

The provisions of this Agreement shall be effective as of September 1, 2021, shall remain in full force and effect up to and including August 31, 2024 and shall be automatically renewed for successive terms of two (2) years unless, by the November 1 prior to the expiration date of the contract, either the Committee or the Association shall have given the other written notice of the desire to modify or terminate the Agreement.

APPENDIX A – SALARY SCHEDULE

A. *Salary Schedule (Teachers and Nurses)*

2021/2022: two percent (2%) increase. See salary schedule.

2022/2023: to be determined during negotiations in 2021/2022 school year*.

2023/2024: to be determined during negotiations in 2021/2022 school year.*

*All other contract items are closed and valid for the life of the contract. Contract will be open for COLA ONLY!

B. *Step 20*

Step 20 provides an additional \$1,000 to the Step 19 pay. Accounting of the plus 12 Step will be included on the Teacher's Personal Contract (Article VII.J.)

- C. Effective September 1, 2020 the parties agree to eliminate the Bachelor's +30 (BA+30) column on the Teacher Salary Schedule with the following conditions: employees who are in the Bachelor's +30 (BA+30) column on the salary schedule will be moved to the Master's (MA) column and grandfathered as a Master's equivalent with no further advancement allowed across columns, unless a Master's degree is obtained.

BERKLEY PUBLIC SCHOOLS FY22 TEACHER SALARY SCHEDULE

	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>	<u>ED.D</u>
STEP 1	\$48,320	\$49,209	\$51,207	\$52,100	\$52,993	\$53,883	\$54,860	\$56,078
STEP 2	\$48,663	\$49,552	\$51,561	\$52,455	\$53,347	\$54,239	\$55,214	\$56,435
STEP 3	\$49,554	\$50,442	\$52,466	\$53,358	\$54,252	\$55,050	\$56,119	\$57,338
STEP 4	\$51,616	\$52,523	\$54,332	\$55,240	\$56,144	\$57,052	\$58,025	\$59,245
STEP 5	\$54,151	\$55,059	\$56,868	\$57,774	\$58,679	\$59,586	\$60,559	\$61,779
STEP 6	\$57,952	\$58,860	\$60,673	\$61,578	\$62,483	\$63,185	\$64,365	\$65,583
STEP 7	\$61,760	\$62,665	\$64,476	\$65,380	\$66,285	\$67,195	\$68,169	\$69,391
STEP 8	\$65,492	\$66,398	\$68,209	\$69,113	\$70,021	\$70,927	\$71,902	\$73,122
STEP 9	\$69,295	\$70,200	\$72,014	\$72,919	\$73,824	\$74,729	\$75,705	\$76,924
STEP 10	\$73,168	\$74,073	\$75,883	\$76,793	\$77,696	\$78,604	\$79,578	\$80,796
STEP 11	\$78,449	\$79,892	\$81,348	\$82,421	\$83,448	\$84,388	\$85,362	\$86,582
STEP 12	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 13	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 14	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 15	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 16	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 17	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 18	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 19	\$79,231	\$80,691	\$82,162	\$83,234	\$84,284	\$85,230	\$86,216	\$87,447
STEP 20	\$80,231	\$81,691	\$83,162	\$84,234	\$85,284	\$86,230	\$87,216	\$88,447

APPENDIX B - GRIEVANCE REPORTS

Grievance Report: Level I

Name of Aggrieved: _____

Home Address: _____

Home Telephone: _____ Position: _____

Date of Violation: _____ Date of Grievance: _____

Nature of Grievance: Describe in fullest detail the incident and the numbers of the Contract Articles allegedly violated, misinterpreted, or misapplied. (Supportive data may be attached).

Remedy Sought:

Grievant: _____ Association Rep: _____

Procedure Documentation

Submission date: LEVEL I _____

Response to LEVEL I due date: _____

cc: Principal (or Supervisor)
Aggrieved

BERKLEY SCHOOL DEPARTMENT
GRIEVANCE REPORT: LEVEL II

Name of Aggrieved: _____

Home Address: _____

Home Telephone: _____ Position: _____

Date of Violation: _____ Date of Grievance: _____

Nature of Grievance: Describe in fullest detail the incident and the numbers of the Contract Articles allegedly violated, misinterpreted, or misapplied. (Supportive data may be attached).

Remedy Sought:

Grievant: _____ Assn. Representative: _____

Procedure Documentation

Submission date: LEVEL I _____

LEVEL II _____

Response to LEVEL II due date: _____

cc: Superintendent
 Principal (or Supervisor)
 Aggrieved

BERKLEY SCHOOL DEPARTMENT
GRIEVANCE REPORT: LEVEL III

Name of Aggrieved: _____

Home Address: _____

Home Telephone: _____ Position: _____

Date of Violation: _____ Date of Grievance: _____

Nature of Grievance: Describe in fullest detail the incident and the numbers of the Contract Articles allegedly violated, misinterpreted, or misapplied. (Supportive data may be attached).

Remedy Sought:

Grievant: _____ Association Rep.: _____

Procedure Documentation

Submission date: LEVEL I _____

LEVEL II _____

LEVEL III _____

Response to LEVEL III due date: _____

- cc: School Committee
- Superintendent
- Principal (or Supervisor)
- Aggrieved

APPENDIX C – MOA EPI-PEN

*Memorandum of Agreement
Between the
Berkley School Committee
And the
Berkley Teachers Association*

Whereas, the Berkley School Committee (hereinafter “the Committee”) and the Berkley Teachers Association (hereinafter “the Association” and jointly, the “Parties”) have met for the purpose of discussing the issue of the administering of epinephrine (hereinafter “Epi-pen”) to students by bargaining unit members.

Now Therefore, the Parties agree that Epi-pen medication will be administered to students by auto injector by teachers under the following conditions:

1. Teachers will not be required to administer Epi-pens to students. The Committee may solicit volunteers from the bargaining unit to administer Epi-pens to students. Volunteer service will mean a commitment of one school year. Teachers may, however, volunteer for successive school years.
2. Teachers who volunteer to administer Epi-pen by auto injector to students shall be selected, trained and tested for competency and updated on a regular basis by a physician or a school nurse according to the regulations of the Massachusetts Department of Health. Such training and testing shall take place during the regular work day of the volunteer(s).
3. The Committee will indemnify such volunteers to the full extent permitted by M.G.L. c.258, §9, including furnishing legal counsel at the teacher’s request, in any court or Commonwealth of Massachusetts Department proceedings brought against the teacher as a result of the administration of the Epi-pen to a student.
4. The Committee policy governing the administration of Epi-pen shall incorporate this Memorandum.
5. The volunteering teacher shall be provided with written instructions which clearly state: the specific circumstances under which such teacher will be responsible for administering of the Epi-pen; how the teacher will recognize the need for medical assistance, where the Epi-pen will be and the time period for which the teacher will be responsible; that the student’s parent and physician have authorized Epi-pen

administration by a trained teacher. Such teacher shall be responsible for administering the Epi-pen only in the case of clearly identified emergencies when licensed personnel are not immediately available. However, at all times that such teacher is responsible for the administration of the Epi-pen, a school nurse shall be on duty and available by phone, intercom or other means of voice communication.

6. A teacher's good faith effort to administer the Epi-pen shall not be subject to evaluation or subject to discipline. Teachers who do not volunteer will not be subject to discrimination, prejudice or sanction.
7. This Agreement shall become part of the collective bargaining agreement between the Berkley School Committee and the Berkley Teachers' Association.

In Witness Whereof, the Parties attest to their agreement herein by hereby affixing their seals on the twenty-first day of September 2000.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the 3rd day of June, 2021.

Berkley Teachers' Association

Keri Ann Staurant

Candice

Dona J. andreason

Ashelle Bringle

Patrice M. Crockett Hicks

Berkley School Committee

Para Weber

Jaylene Solomon

Bill P. L.