

AGREEMENT

Between The

BERLIN SCHOOL COMMITTEE

And The

BERLIN TEACHERS' ASSOCIATION

August 25, 2016 - August 24, 2019

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AGREEMENT
BETWEEN THE
TOWN OF BERLIN

and the
BERLIN TEACHERS' ASSOCIATION

THIS AGREEMENT is made and entered into on this 10th day of May, 2016 between the TOWN OF BERLIN, acting through its SCHOOL COMMITTEE, (hereinafter referred to as the "COMMITTEE") and the BERLIN TEACHERS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

PREAMBLE

WHEREAS the COMMITTEE and the ASSOCIATION, through their designated representative or representatives, have met for the purposes of collective bargaining, in accordance with Massachusetts General Laws, Chapter 150E Section 6, and

WHEREAS the parties have considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment,

NOW THEREFORE, the COMMITTEE and the ASSOCIATION agree as follows:

ARTICLE I

CONTRACTUAL MATTERS

A. DEFINITIONS

1. General Laws - the Massachusetts General Laws, as amended.
2. Teacher - any person employed by the Committee who must by law or qualification for employment hold certificate or waivers under Chapter 71 of the General Laws, including those employed under pending application for waiver, but excluding the Superintendent, Principal, Director of Pupil Personnel Services, and other administrative personnel.
3. The word "he" shall include the meaning of the word "she" unless specifically used in an exclusive manner to mean males only.
4. Teachers' Room - the area described in Section IV/A/2.

B. RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVES

Subject to any applicable provisions of state or federal law or regulation now or hereinafter in effect, the Committee recognizes the Association as the exclusive bargaining representative of employees in the unit defined in Section C below.

C. DEFINITION OF EMPLOYEE BARGAINING UNIT

This employee bargaining unit shall include all personnel employed by the Committee who must by law or qualification for employment hold certificates or waivers under Chapter 71 of the General Laws, including those employed under pending application for waiver, but excluding the Superintendent, Principal, Director of Pupil Personnel Services, other administrative personnel, substitutes, temporary employees employed under state or federally funded project, and all other employees of the municipal employer.

D. DURATION

1. This Agreement shall take effect as of August 25, 2016 and shall remain in force and effect until August 24, 2019. Thereafter the Agreement shall renew itself in terms of one year unless on or before October 1 of the year prior to the Agreement's current term either party shall notify the other of intent to modify or terminate the Agreement upon expiration of the current term.

2. In the event that such notification of termination or modification is given, the parties will endeavor to meet on or before November 15 for a mutual exchange of proposed ground rules to govern the process of negotiating a successor Agreement. Thereafter, the parties shall make themselves available, at reasonable time, for the purposes of collective bargaining.

3. In the event of a failure of the parties to reach agreement prior to the expiration of the current Agreement, all articles and provisions of this Agreement shall remain in full force and effect until such time as agreement is reached on successor articles or a successor Agreement.

E. SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any amendments thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon

the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity or restraint.

F. DUES DEDUCTION/AGENCY SERVICE FEE

1. The Committee agrees to deduct from the salaries of its bargaining unit members dues for the Association as prescribed to below, as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the moneys promptly to the Association. (See Payroll Deduction Article II, D)

Members of the bargaining unit who are not members of the Association shall be required to select one (1) of the following options:

- a. Become a member of the Association and pay dues, or
- b. Pay an agency service fee in an amount determined in accordance with applicable law, or
- c. Make a contribution equal to the amount of the agency service fee to the Berlin Teachers' Association Scholarship Fund to be paid by December 1st.

2. Bargaining unit members who chose to refuse or withdraw from membership in the Association shall within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the date of their initial employment, whichever occurs first, and as a condition of continued employment pay a fee as prescribed above.

3. No later than September 30th of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct fees. The Association will notify the Committee monthly of any changes in said list. Any bargaining unit member desiring a change to deduction must notify the Association and the Committee in writing.

G. HOLD HARMLESS CLAUSE

The Association agrees to indemnify and save the Committee harmless against all claims, suits or other forms of liability arising out of the deduction of such membership dues or agency service fees from an employee's pay. The Association agrees to assume full responsibility for the disposition of the moneys so deducted once they have been turned over to the Treasurer of the Association.

H. RIGHTS AND POWERS RESERVED TO THE SCHOOL COMMITTEE

It is understood and agreed that the Committee is the legal representative of the Berlin Memorial School and that it retains, except as specifically provided otherwise in this Agreement, the sole and exclusive right and responsibility of the Berlin School System, whether exercised or not, to operate and maintain the public school system for the Town of Berlin, therefore to determine and establish all educational policies and standards for the operations of said school system, to prescribe their duties and responsibilities, and to supervise their performance thereof.

I. RIGHTS AND RESPONSIBILITIES OF THE TEACHERS' ASSOCIATION

1. The Association shall have the right to meet in the school buildings at any reasonable times the building is open, provided the time and meeting place is cleared through the Principal, and subject to any applicable sections of this Agreement.

2. The Association shall have the right to post notices related to Association business on the bulletin board in the Teachers' Room and place items related to Association business in the boxes provided for staff members' mail in the school buildings.

3. There shall be no discrimination, interference, restraint, or coercion by the Committee, the Association, or their respective agents, against any teacher because of membership or non-membership in the Association or participation in the affairs thereof. The services of the

Association in the capacity of bargaining agent shall be available to all professional employees in the unit covered by this Agreement who are eligible for membership, and no professional employee shall be required to join the Association to obtain such services.

4. Any discussions by teachers concerning Association matters on school property must take place while all of the teachers involved in such discussions are free from teaching or other assigned duties and not in the presence of students.

5. An updated copy of the School Committee Policy Book shall be made available for teachers' use in the teachers' room.

J. SUPERINTENDENT

It is understood and agreed that the Superintendent of Schools is vested with certain authority and responsibility under the General Laws of the Commonwealth and that except as specifically provided otherwise in this Agreement as to those matters committed to the responsibility of the Superintendent of Schools, he or she shall retain the sole and exclusive right and responsibility, whether exercised or not, to execute those responsibilities.

K. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

Each employee covered in the bargaining unit as described in Article I, Section B will be provided by the Committee with one copy of this Agreement, during the term of this Agreement.

L. PROGRAMS FUNDED BY STATE AND FEDERAL GOVERNMENTS

Initial submissions for grants for state and federally funded programs shall include salary amounts which are consistent with the salary scales to be effective when the program will be carried out.

ARTICLE II

COMPENSATION

A. SALARIES

1. Salaries shall be paid in accordance with the schedule in Appendix A of this Agreement.

2. The annual salary shall be paid in twenty-six equal bi-weekly payments except that each teacher employed on a ten-month basis shall have the option of receiving salary payment in one lump sum payment at the end of June for the months of July and August.

3. A teacher who is employed part-time shall be paid based on the salary schedule in the proportion which the teacher's service bears to that of a full-time teacher. Part-time teachers shall receive pro-rated emergency and sick leave according to their proportional amount of service.

B. PLACEMENT ON SALARY SCHEDULE

1. ADVANCEMENT OF SALARY SCHEDULE

a. Each professional employee shall advance one experience step on the salary schedule for each year of service to the School District, subject to the dual requirement set forth below.

b. All experience step increments shall be made effective with the beginning of each school year for school year employees, and July 1 for all full year employees.

c. When employment commences at anytime other than at the beginning of a school year, or other than on July 1, whichever is applicable, one experience step increment shall be allowed in computing the salary for the following year, provided that the employee has been employed at least three fourths of a regular employment year.

d. New teachers shall be placed on the salary schedule at a step established by agreement between the employee and the Superintendent, provided that new teachers shall not receive a higher salary than any presently employed teacher with equal training and experience. After hire, members of the bargaining unit shall advance on the salary schedule in accordance with their degree status and creditable years of experience at the Berlin School District.

e. Except as provided below, all employees may advance on the professional experience steps up to and including Step 11+. All such employees must spend one year at Step 11 before advancing to Step 11+.

Employees hired on or after March 10, 2014 shall not advance past the professional experience Step 5 in the B, B+15, and B+36 columns.

2. QUALIFICATION FOR INCREMENTS AND LONGEVITY

a. Requirements must be fulfilled prior to the start of the school year within five (5) years of hire and every five (5) years thereafter (e.g., a teacher hired on September 1, 2010 would need to complete the requirement by September 1, 2015, 2020, etc.) for a teacher to be eligible for increments as provided in the salary schedule, longevity payments, and other raises as provided below. The requirements include:

1. Satisfactory completion of a three (3) credit course or equivalent, which is recognized by the Superintendent for credit, which has had prior approval of the Superintendent, and

2. Approval of the Superintendent to grant the increment payment or raise. Approval will not be withheld arbitrarily. Grades must be submitted to the Business Office within two (2) weeks of receipt. Pay increase will be retroactive to the start of the school year.

b. Any teacher who may be denied an increment or raise for the

following school year will be given written indication no later than March 15 of the preceding school year. This written indication will clearly state the potential reasons for possible denial. It will also include the steps that may be taken by the teacher to fulfill the requirements for the increment or raise. Any teacher who will be denied an increment or raise for the following school year will be notified in writing no later than May 15 of the preceding school year. The reasons for the denial will be clearly indicated in writing.

c. When the Superintendent denies granting an increment longevity payment or other raise to a teacher, the teacher will have the right of appeal to the Superintendent. This shall in no way diminish the teacher's right to legal recourse. The Superintendent's notification to the teacher will include the reason for denying an increment, longevity payment or other raise.

d. Annual longevity payments shall be provided, subject to section b(2)(a) above, as follows:

(i.) \$700.00 per year for the sixteenth through the twentieth year of service to the District;
(ii.) \$1,100.00 per year for the twenty-first through the twenty-fifth year of service to the District;
(iii.) \$1,600.00 per year for the twenty-sixth year of service to the District and each year thereafter.

In regard to any employee hired on or after July 1, 2016, annual longevity payments shall be provided, subject to section b(2)(a) above, as follows:

(i.) \$1,000.00 per year for the sixteenth through the twentieth year of service to the District;
(ii.) \$1,500.00 per year for the twenty-first through the twenty-fifth year of service to the District;
(iii.) \$2,000.00 per year for the twenty-sixth year of service to the District and each year thereafter.

Employees hired prior to July 1, 2016 can make a one-time election

to receive the higher longevity amounts listed above instead of the Early Retirement Incentive Program listed in Section E(1)(a) below. Said election must be submitted in writing to the Superintendent of Schools no later than August 24, 2016. If said election is not submitted in writing by said date, then the employee will receive the lower longevity amounts listed above.

e. Teachers on a master's track or beyond will be permitted to apply no more than six (6) previously approved in-service professional development training credits (15 PDPs = one credit) to advance to the next track on the salary schedule. In order to qualify for use as an advancement on the salary schedule, such professional development training credits must be earned outside of the school day. When it is in the best interest of the district, the Superintendent may allow professional development credits earned in whole or in part during the school day to be counted for advancement on the salary schedule. PDPs earned for committee work will not be counted for an advancement on the salary schedule. The remainder of the credits required for advancement must be approved by the principal and superintendent and earned at an institution of higher learning.

f. Members may utilize Professional Development points to advance on the salary schedule. To qualify for movement on the schedule, the Professional Development Points must be approved in advance by the Superintendent and Principal. The Professional Development course must be at least fifteen (15) hours in duration and require completion of a project and/or written work. For the purpose of this section, a fifteen (15) hour Professional Development course equals one (1) credit for the advancement on the salary schedule.

3. APPLICATION OF TRAINING CREDITS FOR ADVANCEMENT ON THE SALARY SCHEDULE

Training credits which are earned in the pursuit of a higher degree may also be applied in fulfillment of periodic training requirements on the salary schedule.

Advancement in Training Status:

(1) Only credits taken after the date of receipt of a Master's Degree shall be applicable to the salary track beyond the Master's Degree.

(2) Advancement to a higher training level shall be effective the second pay period after notification is received by the Principal and the requirements for an advancement to a higher level are completed, provided that written notification of anticipated advancement was given to the Principal on or before November 1 of the prior school year and confirmation of completion is submitted to and received by the Principal at the time of completion.

For example:

<u>Requirement for Advancement Completed</u>	<u>Date of Prior Notification</u>
Feb. 1, 2011	On or before Nov. 1, 2009

4. EXTENSION OF TIME TO GAIN CREDITS

Emergency extension of time to gain the academic credits required for advancement on the salary schedule may be granted by the Superintendent for justifiable cause for a period of one (1) year. In such cases salary will be paid at lower scale but will revert to the actual experience level in the following contract year after the credits have been earned.

5. CREDITS FOR EDUCATION TRAVEL

The Committee will grant, with prior approval of the Superintendent, three credits for substantial educational travel in those areas that will develop a formal curriculum unit or structured set of audio-visual resources which will clearly tie into the teaching materials for the class.

The travel experience does not fall into the category of professional improvement courses, and it does not, therefore, qualify for eligibility for courses under the policy of the Committee.

The credits which will be granted under this policy may be used for three-credit requirement on the salary schedule once by each teacher. For this purpose the travel must have occurred not more than four years prior to the time the credits are required by the teacher for the next salary schedule increment.

C. COURSE REIMBURSEMENT

1. Once each year each employee shall be entitled to a reimbursement for a college course. Such course reimbursement shall not exceed the sum charged by the State College System for a three (3) credit course taken through the Continuing Education Division. The total for all employee reimbursement shall not exceed the budgeted line item (Professional Development-In-Service Courses) for the current fiscal year. This line item shall not be less than the sum of ten (10) college courses per year taken through the State College System Continuing Education Division. If there are available funds for the current fiscal year, employees may submit for a second college course reimbursement after June 25.

2. Procedure to be eligible for reimbursement: Each employee must submit the course title to the Superintendent prior to the commencement of the course.

The employee must achieve a grade of B (or its equivalent) or better.

An Official grade report must be presented to the Superintendent's office.

A receipted tuition bill or facsimile must be sent by the employee to the Superintendent's office.

Upon completion of the above procedure, a check in the appropriate amount

shall be issued to the entitled employee. In no case shall the amount of the reimbursement exceed the out of pocket expense incurred by the employee.

D. PAYROLL DEDUCTIONS

1. ASSOCIATION DUES

The Committee accepts the provisions of Section 17C of Chapter 180 of the General Laws and, in accordance therewith, shall certify to the Treasurer of the Town of Berlin all payroll deductions for the payment of dues to the local, State and National Associations as duly authorized by the employees performing these services.

2. TAX SHELTERED ANNUITY PLAN

Teachers will be eligible to participate through payroll deduction in a Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370.

E. EARLY RETIREMENT INCENTIVE PROGRAM

1. In order to facilitate early retirements, the Committee will provide a retirement bonus to a retiring teacher which is the total of the following two amounts:

a. Fifteen thousand (\$15,000.00) dollars for full-time teachers. Part-time teachers will be entitled to a prorated amount. Employees hired on or after July 1, 2016 are not eligible for this benefit.

b. Amount calculated by multiplying twenty (20%) percent of the teacher's accumulated sick leave times (1/186 of) the fraction one/the number of days of the teacher school year in the teacher's last year by the teacher's salary in his/her last year. In the event that retiree health insurance may be offered to teachers, the parties agree to re-open the contract to negotiate the sick leave buyback benefit.

2. For the purposes of the above, scheduled date of retirement shall be determined as of the last day worked. Notice of retirement must be provided no later than November 1 preceding the date of retirement and shall be irrevocable.

In order to be eligible for the early retirement program, a teacher must fulfill

fifteen (15) years of service to the School Department, ten (10) years of which are consecutive.

3. Payment will be made by one of two methods at the discretion of the retiring teacher.

Method A: Payment will be in two (2) equal installments; one (1) installment payable in the January following retirement, the other in the January following the first year of retirement.

Method B: Payment will be made in four (4) equal installments; one (1) installment in the September following retirement, the next installment in the January following retirement, the next in the September following the first year of retirement and the final installment in the January following the first year of retirement.

F. STUDENT ACTIVITIES COMPENSATION

Teachers shall be paid for preparing, coordinating, managing and attending the following student activities after school hours. The Committee agrees to pay stipends for the following activities not to exceed one thousand (\$1,000.00) dollars in total during any school year. Stipends shall only be paid if the activity requires after school hours.

Band/Chorus Concerts-Holiday & Spring

2 teachers per concert @ \$50.00 per individual

D.A.R.E. Graduation

2 teachers @ \$50.00 per individual

Fifth Grade Recognition

2 teachers @ \$50.00 per individual

Kindergarten Orientation

3 teachers @ \$50.00 per individual per night

Art Show

1 teacher @ \$50.00

G. PROFESSIONAL DEVELOPMENT POINTS

The Committee and the Association agree that professional development points earned for in-district or Superintendency Union #60 joint activity will be granted to eligible teachers by the School District in accordance with state guidelines. Professional Development Points shall be distributed to eligible teachers in a reasonable period of time by their immediate Principal or other Principals in Superintendency Union #60, committee chairs and the Superintendent of Schools or his/her designee.

H. MOVING CLASSROOM MATERIALS

In the event that a teacher is reassigned or transferred to another classroom, teachers will be compensated thirty-two dollars (\$32) per hour for time spent beyond the regular work day and/or work year for up to eight (8) hours to pack and unpack his/her classroom. Teachers will submit a time sheet for approval. Teachers will not be required nor expected to personally transport any classroom items or materials during the reassignment/transfer.

ARTICLE III

LEAVES

A. SICK LEAVE

1. In case of personal illness or the illness of an immediate family member of a teacher, each teacher shall be entitled to ten (10) days of sick leave without loss of pay which shall be cumulative indefinitely. Teachers hired after August 25, 1995 shall be entitled to fifteen (15) school days of sick leave without loss of pay which shall be cumulative to one hundred sixty-five (165) days.

Sick leave days may be taken in full day, half day, and one-quarter day increments in accordance with the following provisions:

a. One-quarter day increments must be taken when the teacher will be absent for no more than one (1) hour and forty-five (45) minutes, and said absence is between the hours of 8:10 a.m. – 11:40 a.m., or 11:40 a.m. - 3:05 p.m.

b. One-half day increments must be taken when the teacher will be absent for more than one (1) hour and forty-five (45) minutes, but three and one-half (3 ½) hours or less, and said absence is between the hours of 8:10 a.m. – 11:40 a.m., or 11:40 a.m. - 3:05 p.m.

c. Full day increments must be taken when the teacher will be absent for more than three and one-half (3 ½) hours, and/or the absence will occur in both the 8:10 a.m. – 11:40 a.m. time period and the 11:40 a.m. – 3:05 p.m. time period regardless of the amount of time the teacher would be absent.

Deductions for absence because of sickness beyond the period of sick leave, or for other causes, shall be made in the same proportion as the number of such days of absence bears to the number of days in the school year. The Superintendent will consider the extension of paid sick leave for a specified additional period of time in individual cases upon request by the employee.

2. The Principal shall review each periodic absentee report prior to submitting it to the Superintendent. When it appears to the Principal that there is excessive absenteeism or abuse of the sick leave provision by a teacher, he shall arrange for a conference with the teacher. If, after the conference with the teacher, the Principal still feels that there has been an abuse of sick leave, he may require, at his discretion, a physician's certificate pertaining to future absences. Such certificate shall then be retained in the teacher's personnel file. If there is evidence of continued abuse of the sick leave provision, the Principal shall report such apparent violation to the Superintendent who shall confer with the teacher and shall take appropriate action. When reappointing a teacher with non-professional status, the Principal and/or Superintendent shall consider the absentee record as part of the evaluation of that teacher.

3. All persons covered by this Agreement who begin employment or terminate employment during the work year, and all part-time employees, shall be entitled in any one work year to that fractional part of the regular sick leave which is equal to the fractional part of the work year which they serve.

4. Disability benefits to be paid as the result of pregnancy and childbirth shall be paid in accordance with the laws and regulations of the state and federal governments.

5. Disability Leave-Health Insurance Payment - The School District will pay fifty (50%) percent of the monthly group health insurance cost for a teacher on disability leave

who has exhausted all available sick leave. This provision will be in effect up to ninety (90) days of his/her disability. The teacher shall exhaust all sick leave before he/she is eligible for this benefit.

B. EMERGENCY LEAVE

1. Leave will be granted without loss of pay for not more than three (3) days in any one year to permit a teacher to attend to personal or business matters at which his presence is necessary and which could not be postponed to a time when school is not in session. Since the absence of a teacher will interrupt the continuity of his class instruction and will result in a lessening of the pupils' educational accomplishments, a teacher should avail himself of these absences only in unusual and extraordinary circumstances.

2. To facilitate procurement of the best available substitute instruction, the teacher, whenever possible, will give at least one week's notice of the anticipated absence to the Principal. While it is understood that administrative approval is not required, the teacher shall give a stated reason for the absence for inclusion on the monthly absence report.

C. BEREAVEMENT LEAVE

1. In the event of death in the immediate family of a teacher, a teacher will be granted at his request reasonable and necessary time off as bereavement leave for as many as five (5) consecutive days without loss of pay. For the purpose of Article III.C. Bereavement Leave of this Agreement, the immediate family shall be: husband, wife, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, grandparent, stepparent, step/foster child, grandchild and son-daughter in-law. A teacher whose immediate family includes a non-traditional member may also be granted leave for the death of that person. A teacher may apply to the Superintendent for additional compassionate leave in extenuating circumstances. Action on such requests shall be at

the discretion of the Superintendent.

2. In the event of the death of a loved one beyond the listed immediate family, a teacher shall be granted bereavement leave for one (1) day.

D. PROFESSIONAL OR EDUCATIONAL LEAVE

1. Teachers will be allowed leave for the purpose of visiting other schools, attending workshops, meetings, or conferences held during the school day, subject to prior approval by the Superintendent.

2. The Committee will pay expenses not otherwise provided for (including fees, meals, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request of the Principal or Superintendent, and with approval of the Superintendent.

E. SUMMER SCHOOL LEAVE

If a conflict should occur for a teacher who wishes to enroll in a summer session of a college course or institute which begins prior to the close of the teacher work year, the teacher may, at the Superintendent's discretion, be released for part or all of each day necessary prior to the school closing date, provided that the absence of the teacher will not interfere with the proper conclusion of the course of studies for the students. The teacher will be responsible for completing all end-of-year records and reports. The salary shall be the difference between the teacher's regular salary and the substitute rate.

F. LEAVES OF ABSENCE FOR STUDY OR RESEARCH

Leaves may be granted by the Superintendent as provided by Chapter 71, Section 41A of the General Laws. All requests for such leaves shall be filed with the Superintendent on or before December 31 of the school year prior to the school year in which the leave is to commence.

The purpose of such leaves shall be to improve a teacher's professional abilities. Teachers shall not accrue benefits while on leave but shall receive appropriate benefits upon return to teaching including but not limited to accumulated sick leave, increment, based upon the status of such benefits at the time the leave commenced. While on such leave, health insurance payments and annuity shall continue. Payment of any salary voted by the Committee for such leaves shall be made in equal bi-weekly payments on the regular pay schedules.

G. OTHER UNPAID LEAVES OF ABSENCE

Teachers may request other unpaid leaves of absence, and such requests shall be considered by the Superintendent on a case by case basis.

H. CHILD REARING LEAVE

A leave without pay shall be granted to any teacher who has served the Berlin School for not less than one (1) year in order to care for a dependent child at home. Request for such leave shall be made in writing at least ninety (90) days in the case of pregnancy and sixty (60) days for adoption prior to the beginning of leave except in emergency situations. Such leaves shall not ordinarily extend for more than one year and shall in no cases extend for more than two (2) years, and return to duty shall coincide with the beginning of the school year. Exceptions: The Principal and/or Superintendent may, on request, shorten the child-rearing leave. A teacher on child-rearing leave shall notify the Superintendent of intention to return to work or the need for additional leave by March 1st of the year during which the leave is taken. Failure to meet the March 1st date shall result in forfeiture of the right to reinstatement.

Upon return from child-rearing leave, advancement to the next increment step shall be in accordance with the following: a teacher must teach a minimum of three fourths of the year in order to be eligible for advancement.

I. RELIGIOUS LEAVE

Each employee may be granted up to two (2) days absence from school duties without loss of salary for the observance of religious holidays not regularly included in the school calendar. If taken, there will be no deduction from the individual's personal or accumulated sick leave. Five (5) days of advance notification to the Principal will be required as a prerequisite to the granting of religious leave.

ARTICLE IV

WORKING CONDITIONS

A. SCHOOL FACILITIES

1. The Committee shall provide classrooms and facilities which are furnished, heated, and lighted for the safe conduct of classes and other school functions.

2. A room shall be provided within the school building, including toilet facilities, for the use of all employees in the bargaining unit during the teacher work day, to be utilized for preparation periods and at such times as teachers are not required to be on duty.

3. A mailbox shall be provided at a convenient location within the school building for each teacher.

B. TEACHER WORK YEAR

1. The teacher work year shall consist of one hundred eighty-six (186) days, which shall consist of up to two (2) days preceding the opening of school. In addition teachers commencing employment at the beginning of the school year will be required to work one (1) additional day prior to the opening of school for the purposes of orientation.

On professional development days, part-time teachers shall be given the opportunity to work and be compensated for a full day (8:10 A.M. to not later than 3:25 P.M.).

2. In the event that the regular school year is increased beyond one hundred and eighty-six (186) days, the parties will meet and negotiate relative to any such change.

3. Teachers may be asked to work on a voluntary basis additional days beyond the regular school year and shall be compensated for each day of additional service by a per diem amount based on their usual compensation divided by one hundred eighty six (186) days.

4. Teachers may be required to work up to three (3) additional days beyond

those specified in Section (B)1 of this article for the purposes of professional development. Teachers shall be compensated for each day worked at the rate of 1/186th of the teachers' annual salary for each additional day. The Committee agrees that these professional days will be scheduled outside of the normal vacation periods or weekends. The compensation for these additional days will be reflected in each teacher's individual contract which shall be issued for that respective school year.

C. TEACHER WORK DAY

1. Except as otherwise provided in this Agreement, the teacher work day will begin at 8:10 A.M. and end five (5) minutes after the last student bus departs the school premises, but in no event later than 3:25 P.M. By mutual agreement of the principal and teacher, a teacher's work day may begin earlier or later than 8:10 A.M. The length of the teacher work day would remain the same.

2. The Committee recognizes that the size of the school necessitates the hiring of part-time teachers and that they are an integral part of the teaching staff

a. Part-time teachers shall be consulted regarding scheduling and consideration shall be given regarding outside responsibilities.

b. Part-time teachers shall have their work day clearly defined.

c. If non-teaching supervisory assignments are given, they shall be assigned in an equitable fashion.

d. Curriculum specialists (art education, vocal and instrumental music education, technology, library, and physical education) will teach a maximum of six (6) classes per day with a minimum of five (5) minutes between classes.

3. Teachers will remain after 3:15 P.M. for teacher meetings called by the Superintendent or Principal; said meetings to occur no more than twice per month and not to exceed past 4:15 P.M. under normal circumstances. Such meetings shall be warned by notice

being given at least forty-eight (48) hours prior to the meeting. Similar notice will be given if previously called meeting is cancelled. In an emergency, meetings may be called or cancelled on shorter notice or held with greater frequency with the understanding that these will be called only when absolutely necessary and will be kept as short as possible.

4. Parent-teacher conferences are recognized as part of the home and school communication process. Teachers will be present for parent-teacher conferences during the month of November in accordance with the following schedule of times:

a. One (1) parent teacher conference day. On said day; there shall be a one-half (1/2) day for students, and parent-teacher conferences held between 12:30 – 6:30 p.m, with a one-half (1/2) hour break to be scheduled by the individual teacher.

b. Parents or teachers may call for a conference whenever it is needed to aid in the educational growth and development of the child.

c. Teachers will be required to attend one (1) evening meeting per year designated as Open House. The Association will be permitted an opportunity to provide input as to the scheduling of the meeting before the date and times are established. This meeting shall be scheduled to end no later than 8:30 P.M.

5. All teachers shall have a thirty (30) minute, duty-free lunch period each day between the hours of 11:00 A.M. and 1:30 P.M.

6. Whenever the music teacher(s), physical education teacher or art teacher is conducting a lesson, the regular teacher will be permitted to absent him or herself from the class, except that the regular teacher shall remain for the first five (5) minutes and the last five (5) minutes of the period so as to provide for an orderly transition of class management and education goals. The balance of the time may be utilized by the teacher for preparation and planning. Full-time

classroom teachers will be provided with a minimum of three (3) such preparation and planning periods per five (5) day week. Full-time non-classroom teachers will be provided with an equivalent amount of preparation and planning time per week. Preparation and planning time for part-time teachers will be prorated. When possible, a teacher's preparation and planning time will not be utilized for consultations or meetings, unless agreed upon by all parties.

7. When the curriculum specialists (defined as the art, physical education, vocal music, technology, and library teachers) are absent, the School District will make a good faith effort to secure a substitute for said teacher. If the School District does not secure a substitute for said positions, and the classroom teacher decides to perform the duties of an absent specialist, including the duties contained in the substitute lesson plan, the teacher shall be compensated at one-sixth (1/6) of the approved daily substitute rate, provided that the teacher provides advance notice to the Principal via verbal, email, or phone call to the office. The teacher must be with his/her students during the specialist's period to receive compensation. The teacher's decision to substitute must be based upon the best interest of the students. By the end of the work day, the teacher must submit a completed form to the office indicating that the teacher substituted for the class.

8. When there is an early release day before a holiday or for emergency dismissal, teachers shall be permitted to leave as soon as their students are dismissed. If there is early release on the last day of school, teachers shall be permitted to leave when their year-end work has been completed, as confirmed by the principal. On all other early release days, the teachers will work a full day.

9. Teachers will remain after 3:15 P.M. with proper notification (48 hours) for team meetings or other meetings necessary to provide service to children with special needs in

accordance with Chapter 766 of the Acts of 1972, in cases where these meetings cannot be scheduled during the teacher work day.

10. One (1) teacher and one (1) alternate may be assigned to supervisory duties for periods of up to fifteen (15) minutes before the beginning or after the end of the work day, provided that teachers so assigned will be permitted to shorten their work day by the same amount of time at the other end of that day. Proper notice (at least 48 hours) shall be given of such an assignment.

D. PARENTAL VISITS

Arrangement of parental visits to the classroom shall be made between the parent and teacher, with notification to the Principal.

E. TEACHER EVALUATIONS

All formal monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any observation or evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors. The file copies of such reports shall be signed by the teacher as an indication that they have been read, however, such signing by the teacher in no way indicates agreement with the reports.

F. TEACHER FILES

1. Teachers will have the right, upon written request, to review and/or copy the contents of their personnel files. A teacher will be entitled to have a representative of the Association accompany him during such review.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in a teacher's official department personnel file unless the teacher has

had an opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

3. No official file on a teacher shall be maintained by anyone, except the official personnel file.

G. TEACHING ASSIGNMENTS AND TRANSFERS

1. Teachers will not be assigned, except for good cause at the discretion of the administration (in consultation with the teacher involved), outside the scope of their teaching certificates and/or their major or minor fields of study.

2. In making of assignments and transfers, the convenience and wishes of the individual teacher will be given consideration, subject, however, to the overriding best interest of the school system.

3. Teachers shall be notified of their assignments, and of any involuntary changes in their assignments, for the ensuing school year by the 1st of June, except for those instances in which such assignments cannot be made by the Principal and/or Superintendent until after said date. All such assignments shall be subject to change after the 1st of June if the Principal and/or Superintendent deems such a change to be necessary or desirable, but the Principal and/or Superintendent will exert every effort to avoid or minimize any such changes.

4. Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Principal of school not later than April 2nd, of the school year previous to that for which the change is requested.

5. In arranging schedules for teachers who are assigned to more than one

school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one building will receive remuneration for inter-school driving done by them.

H. VACANCIES

1. Subject to the consent of the Boylston or Regional School Committees, and with respect to all vacancies at the Berlin School Department, openings or vacancies in professional positions during the school year will be adequately publicized by the Superintendent by means of a notice placed on the bulletin board in the teachers' room as far in advance of the appointment as possible. In each case, the qualifications, duties, and rate of compensation will be clearly set forth in the notice.

2. The Principal and/or Superintendent agree to give appropriate consideration to the professional background and attainments of all applicants and in the case of present employees the length of time each has been in the school system and other relevant factors.

3. During the months of July and August, written notice of such vacancy will be given to the Association President.

I. COMPLAINTS AGAINST TEACHERS

A teacher shall be notified within 24 hours of the nature and substance of any complaint presented to the administration relating to his or her professional conduct unless the complaint is of a criminal nature or may require a criminal investigation. If any actions are to be taken in consequence of such complaints, the teacher shall be given ample opportunity to defend his actions and to refute any complaint lodged against him. If any complaint is determined to have been unjustified or the teacher is found to be lacking in fault in relation thereto, no records and statements relating to the complaint and the processing thereof shall be placed in the teacher's

personnel file.

The Committee and its representatives will urge parents to bring complaints regarding a teacher to the teacher or Principal initially.

J. REGISTERS

Teachers shall not be responsible for keeping Massachusetts School Registers, but will be expected to complete a record of attendance to be passed in to the administration on a daily basis.

K. DAMAGE OR LOSS OF PROPERTY

No teacher shall be held responsible for loss, damage or destruction of school or student's property when such loss, damage or destruction is not the fault of the teacher.

L. ASSISTANCE IN ASSAULT CASES

1. The Principal shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent.

2. Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.

3. If civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, the teacher shall request that the Committee furnish town counsel, committee counsel, or mutually acceptable counsel. If the Committee does not provide for such counsel and the teacher subsequently prevails in the proceeding, then the Committee will reimburse the teacher for counsel fees incurred by him. If the proceedings result

in anything other than the acquittal of the teacher, or a verdict for the teacher, the teacher shall be responsible for all fees and costs.

M. REDUCTION IN FORCE

1. When the Committee determines that the number of teachers in its employ should be reduced, the reduction shall be accomplished as follows:

a. A Professional Status Teacher shall not be reduced, if there is a Teacher without Professional Status whose position the Professional Status Teacher is qualified to fill.

b. If a Professional Status Teacher is to be reduced, the least senior teacher in the bargaining unit shall be reduced first; provided, however, that the Principal and/or Superintendent may retain a less senior teacher only when such teacher is demonstrably superior in performance or qualifications or by virtue of special skills relevant to the position to be filled. An arbitrator shall allow for reasonable judgments on the part of the Principal and/or Superintendent.

2. Seniority shall be defined as continuous service in the Berlin Public Schools as calculated in years, months and days. Unpaid leaves of absence in excess of twenty (20) consecutive days shall not be counted in the computation of seniority. Part-time employees shall accrue one year seniority when the fractional part of years of employment add up to a full employment year. For example, a part-time employee who has worked ten (10) years at .5 time has five (5) years seniority.

3. Teachers who are affected by a RIF shall be notified in writing by June 15 of the calendar year in which the reduction will take effect.

4. Teachers who have been laid off shall be entitled to recall rights for twenty-four (24) months if the teacher is considered Proficient or Exemplary and left in good status after the effective date of layoff. The effective date of layoff shall be the day after the last day of school. In the event that a teacher receives a recall notice, the teacher shall inform the Superintendent of

his or her acceptance within two (2) weeks or receipt of the letter which shall be sent by registered mail with return receipt requested, otherwise he or she shall forfeit the recall offer.

5. During the recall period, teachers on recall shall be given preference for any vacancy or new position based on the same criteria set forth in sub-section one (1) for layoff

6. Teachers on recall shall be notified by certified mail of any vacancy or new position. Notices will be sent to the teachers' last known address. Teachers shall have the responsibility of keeping the Committee informed of any change in address.

7. All benefits, including salary and Professional Teacher Status, to which a teacher was entitled at the time of layoff shall be restored in full upon recall.

8. To the extent allowed for by law, laid off teachers may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for full premium cost. Failure to forward premium payments to the Committee by the 15th day of each month will terminate this option.

N. TEACHER INDEMNIFICATION

The Committee agrees to indemnify a teacher in accordance with Chapter 258 of the Massachusetts General Laws.

O. PUPIL TEACHER RATIO/CLASS SIZE

The Committee's goal is that when feasible, classes will not exceed eighteen to twenty (18 - 20) students in K-2 classes and twenty to twenty-two (20 - 22) students in grades 3 - 6. It is understood that the final decision on class size rests with the Committee.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITION

A dispute concerning the interpretation and application of the terms of this Agreement by the Association or by a teacher shall be a grievance.

B. TIME LIMITS

All time limits herein shall consist of calendar days, excluding Saturdays, Sundays, legal holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day) and school vacations. Grievances that arise at the end of the school year or during the summer vacation shall be filed with the Principal and the Superintendent, and time limits shall consist of calendar days, excluding Saturday, Sunday and legal holidays (as listed above). The time limits indicated hereunder will be considered maximum, unless extended by mutual agreement in writing.

C. 1. LEVEL ONE

A teacher with a grievance will present it to his Principal either directly or through the Association within ten calendar days after the teacher knew of the alleged contract violation. In the event that the teacher is not directly responsible to an individual Principal, then he will present it to his immediate supervisor.

2. LEVEL TWO

If the grievance is not resolved to the satisfaction of the grievant or the Association within six (6) calendar days after submission at Level One, the teacher and/or the Association may within five (5) calendar days thereafter, present the grievance in writing to the

Superintendent.

3. LEVEL THREE

If the grievance is not resolved to the satisfaction of the grievant or the Association within six (6) calendar days after submission at Level Two, the teacher and/or the Association may within five (5) calendar days thereafter present the grievance in writing to the Committee, which shall thereafter meet with the grievant at its next meeting or within thirty (30) calendar days, whichever is sooner, in an effort to settle the grievance. The Committee will notify the grievant of its decision within five (5) calendar days following the next regularly scheduled Committee meeting. This level of grievance procedure shall not apply to matters which are the domain of the Superintendent of Schools under the Education Reform Act of 1993. In such cases the Committee will notify the grievant of the non-applicability of Level 3 and the reasons therefore, and such notice shall be considered the decision to the Committee for the purposes of the time limit therein.

4. LEVEL FOUR

a. If the grievance is not resolved to the satisfaction of the grievant at Level Three, the Association may, within five (5) calendar days, notify the Committee of its intention to submit the grievance to Arbitration.

b. Arbitration shall be provided by the American Arbitration Association and shall be conducted in accordance with the procedures and regulations of the AAA. The arbitrator shall make its decision in accordance with the terms of the Agreement and shall not add to, nor detract from, nor modify the provisions of the Agreement.

c. A copy of the demand for arbitration shall be sent to the Committee.

d. Any decision rendered by the arbitrator shall be reduced to writing and shall be final and binding on both parties.

e. Courses of action directed by an arbitration award shall be implemented within thirty (30) calendar days from the date of the award.

f. Individual Committee members shall not be liable for any financial settlement resulting from an arbitration award.

g. The cost of the arbitration less each side's legal fees shall be shared equally by the Association and the Committee.

D. GENERAL PROVISIONS

1. The Association and/or the grievant shall have the right to include in their presentation representatives of their own choosing.

2. The Committee acknowledges the right of the Association to participate in the processing of a grievance at Level Two or above, and at Level One, with the concurrence of the teacher.

3. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

4. No reprisals of any kind will be taken by the Committee or the school administration against any teacher because of his participation in the Grievance Procedure.

5. The School Committee and the administration will cooperate with the Association in its investigation of any grievance and, further, furnish the Association with such information as is requested for the processing of any grievance.

6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants. Any records dealing with the processing of a grievance will not be made available or referred to potential employers or other inquiring about said employee(s) unless an employee shall have submitted grievances of such frequency and that said submissions could be construed as harassment.

7. When it is necessary, pursuant to the Grievance Procedure for a member of the Association to attend a grievance meeting or hearing during a school day, he will be released

without loss of pay as necessary in order to permit participation in the foregoing activity.

8. Grievances must be filed, if filed, within ten (10) calendar days of the incident which gives rise to the grievance.

9. While a grievance decision is pending, all interim decisions of the Administration or Committee shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their representative hereunder duly authorized on this 10th day of May, 2016. This contract, as specifically amended or modified, including date changes, shall continue in effect through August 24, 2019 as voted by the Committee and approved by the Association.

BERLIN SCHOOL COMMITTEE

Angela M. ...

Municipal Representative

BERLIN TEACHERS' ASSOCIATION

Elisabeth Bennett

Melissa ...

Mollie Langelier

Deborah A. ...

APPENDIX A

BERLIN TEACHERS' SALARY SCHEDULE

2016-2017 Berlin Teachers' Salary Schedule

(1.5% increase)

Professional Experience	B	B+15	M / B+36*	M+15	M+30	M+45	M+60
0	\$48,108	\$49,348	\$50,588	\$52,624	\$54,644	\$56,555	\$58,534
1	\$50,112	\$51,367	\$52,624	\$54,644	\$56,680	\$58,664	\$60,719
2	\$52,111	\$53,377	\$54,644	\$56,680	\$58,689	\$60,743	\$62,872
3	\$54,338	\$55,582	\$56,829	\$58,821	\$60,807	\$62,932	\$65,134
4	\$56,290	\$57,882	\$59,477	\$61,453	\$63,430	\$65,649	\$67,947
5	\$58,256	\$60,187	\$62,115	\$64,105	\$66,083	\$68,396	\$70,790
6	\$60,873	\$63,148	\$65,426	\$67,414	\$69,394	\$71,819	\$74,331
7	\$62,849	\$65,453	\$68,058	\$70,047	\$72,038	\$74,557	\$77,168
8	\$64,798	\$67,752	\$70,706	\$72,696	\$74,665	\$77,277	\$79,983
9	\$66,761	\$70,058	\$73,355	\$75,332	\$77,979	\$80,707	\$83,536
10	\$68,733	\$72,368	\$76,003	\$78,641	\$81,277	\$84,124	\$87,069
11	\$70,692	\$74,991	\$79,289	\$81,947	\$84,582	\$87,542	\$90,606
11+	\$71,398	\$75,741	\$80,080	\$82,766	\$85,426	\$88,417	\$91,512

Employees hired on or after March 10, 2014, shall not advance past the professional experience Step 5 in the B, B+15, and B+36 columns.

*The B+36 credits designation shall be applicable only to teachers who are not required by the Massachusetts Department of Education to earn a Masters Degree. Teachers seeking the B+36 credits status on the salary schedule shall have earned and have provided proof of successful completion (earned grades of "C" or better prior to ratification of this contract, and grades of "B-" or better after the ratification of this contract) of thirty-six (36) previously approved college credits directly related to the content or pedagogy of their assigned responsibilities. Credits earned prior to January 1993, excluding courses already applied to B+15 step, shall not be counted toward the B+36 designation on the salary schedule.

**Only employees who were on Step 11 during the 2010-2011 work year are eligible for Step 11+ and Step 11+ shall be closed to all others.

APPENDIX A
BERLIN TEACHERS' SALARY SCHEDULE

2017-2018 Berlin Teachers' Salary Schedule

(2.0% Increase)

Professional Experience	B	B+15	M / B+36*	M+15	M+30	M+45	M+60
0	\$49,070	\$50,335	\$51,600	\$53,676	\$55,737	\$57,686	\$59,705
1	\$51,114	\$52,394	\$53,676	\$55,737	\$57,814	\$59,837	\$61,933
2	\$53,153	\$54,445	\$55,737	\$57,814	\$59,863	\$61,958	\$64,129
3	\$55,425	\$56,694	\$57,966	\$59,997	\$62,023	\$64,191	\$66,437
4	\$57,416	\$59,040	\$60,667	\$62,682	\$64,699	\$66,962	\$69,306
5	\$59,421	\$61,391	\$63,357	\$65,387	\$67,405	\$69,764	\$72,206
6	\$62,090	\$64,411	\$66,735	\$68,762	\$70,782	\$73,255	\$75,818
7	\$64,106	\$66,762	\$69,419	\$71,448	\$73,479	\$76,048	\$78,711
8	\$66,094	\$69,107	\$72,120	\$74,150	\$76,158	\$78,823	\$81,583
9	\$68,096	\$71,459	\$74,822	\$76,839	\$79,539	\$82,321	\$85,207
10	\$70,108	\$73,815	\$77,523	\$80,214	\$82,903	\$85,806	\$88,810
11	\$72,106	\$76,491	\$80,875	\$83,586	\$86,274	\$89,293	\$92,418
11+	\$72,826	\$77,256	\$81,682	\$84,421	\$87,135	\$90,185	\$93,342

Effective August 25, 2014, except as provided below, all employees may advance on the professional experience steps up to and including Step 11+. All such employees must spend one year at Step 11 before advancing to Step 11+.

Employees hired on or after March 10, 2014, shall not advance past the professional experience Step 5 in the B, B+15, and B+36 columns.

*The B+36 credits designation shall be applicable only to teachers who are not required by the Massachusetts Department of Education to earn a Masters Degree. Teachers seeking the B+36 credits status on the salary schedule shall have earned and have provided proof of successful completion (earned grades of "C" or better prior to ratification of this contract, and grades of "B-" or better after the ratification of this contract) of thirty-six (36) previously approved college credits directly related to the content or pedagogy of their assigned responsibilities. Credits earned prior to January 1993, excluding courses already applied to B+15 step, shall not be counted toward the B+36 designation on the salary schedule.

APPENDIX A

BERLIN TEACHERS' SALARY SCHEDULE

2018-2019 Berlin Teachers' Salary Schedule

(2.0% Increase)

Professional Experience	B	B+15	M / B+36*	M+15	M+30	M+45	M+60
0	\$50,051	\$51,342	\$52,632	\$54,750	\$56,852	\$58,840	\$60,899
1	\$52,136	\$53,442	\$54,750	\$56,852	\$58,970	\$61,034	\$63,172
2	\$54,216	\$55,534	\$56,852	\$58,970	\$61,060	\$63,197	\$65,412
3	\$56,534	\$57,828	\$59,125	\$61,197	\$63,263	\$65,475	\$67,766
4	\$58,564	\$60,221	\$61,880	\$63,936	\$65,993	\$68,301	\$70,692
5	\$60,609	\$62,619	\$64,624	\$66,695	\$68,753	\$71,159	\$73,650
6	\$63,332	\$65,699	\$68,070	\$70,137	\$72,198	\$74,720	\$77,334
7	\$65,388	\$68,097	\$70,807	\$72,877	\$74,949	\$77,569	\$80,285
8	\$67,416	\$70,489	\$73,562	\$75,633	\$77,681	\$80,399	\$83,215
9	\$69,458	\$72,888	\$76,318	\$78,376	\$81,130	\$83,967	\$86,911
10	\$71,510	\$75,291	\$79,073	\$81,818	\$84,561	\$87,522	\$90,586
11	\$73,548	\$78,021	\$82,493	\$85,258	\$87,999	\$91,079	\$94,266
11+	\$74,283	\$78,801	\$83,316	\$86,109	\$88,878	\$91,989	\$95,209

Effective August 25, 2014, except as provided below, all employees may advance on the professional experience steps up to and including Step 11+. All such employees must spend one year at Step 11 before advancing to Step 11+.

Employees hired on or after March 10, 2014, shall not advance past the professional experience Step 5 in the B, B+15, and B+36 columns.

*The B+36 credits designation shall be applicable only to teachers who are not required by the Massachusetts Department of Education to earn a Masters Degree. Teachers seeking the B+36 credits status on the salary schedule shall have earned and have provided proof of successful completion (earned grades of "C" or better prior to ratification of this contract, and grades of "B-" or better after the ratification of this contract) of thirty-six (36) previously approved college credits directly related to the content or pedagogy of their assigned responsibilities. Credits earned prior to January 1993, excluding courses already applied to B+15 step, shall not be counted toward the B+36 designation on the salary schedule.

APPENDIX B

Head Teacher - Berlin Memorial School

The Committee and the Association hereby agree to a job description for the head teacher at the Berlin Memorial School. A copy of said job description shall be maintained by the Association and a copy shall be maintained by the Superintendent of Schools in the Master Job Description Book in the administrative offices of Superintendents' Union #60.

The Berlin School Committee and the Berlin Teachers' Association agree that the stipend for the Head Teacher will be \$2,000.00 during the period of this contract.

If the Committee chooses to appoint one (1) or more subject area coordinators, an annual stipend of \$500.00 will be paid to the coordinators. Appointment to a subject area coordinator position will be made annually.

APPENDIX C

General Supervisory Aide

The Committee proposes to employ two (2) general supervisory aides for at least two (2) hours each student day to provide recess coverage and all lunch room supervision. Other academic or administrative support duties may be assigned during non-recess/lunch periods.

APPENDIX D

Mentors

The Committee proposes and the Association hereby agrees to a job description for Mentors at the Berlin Memorial School. The Association shall maintain a copy of said job description and a copy shall be maintained by the Superintendent of Schools in the Master Job Description Book in the administrative offices of the Superintendent's Union #60.

The Committee and the Association agree that the need for and number of mentors shall be at the Principal's discretion.

The Berlin School Committee and the Berlin Teachers' Association agree that the stipend for Mentors will be set at \$800.00 for each year the mentor is assigned to mentor a mentee.