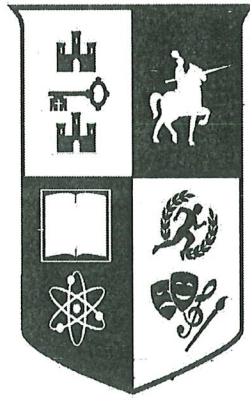


**SOMERSET BERKLEY
REGIONAL SCHOOL DISTRICT**



SOMERSET PUBLIC SCHOOLS

RESILIENT ACADEMIC INDEPENDENT DIGITAL-CITIZENS EMPATHETIC RESPECTFUL

**AGREEMENT BETWEEN THE
SOMERSET TEACHERS ASSOCIATION
AND THE
SOMERSET AND SOMERSET BERKLEY SCHOOL COMMITTEES
CONTENT COORDINATORS CONTRACT**

September 1, 2024 – August 31, 2027

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made and entered into this 1st day of September, 2024 by and between the School Committees of the Town of Somerset and the Somerset Berkley Regional School District hereinafter referred to as the “Committees” and the Somerset Teachers Association, hereinafter referred to as the “Association”.

ARTICLE I: COMMITTEE RIGHTS

- A. Matters which are covered by this agreement are all of the matters to which the parties have bargained and as to which they intend to bargain; and as to any matters not specifically covered by the language of the agreement, the School Committees retain full discretion to act in any way it sees fit provided it is done in good faith.
- B. Subject to the provisions of this agreement, the School Committees and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Somerset Public Schools and the Somerset Berkley Regional Schools and their professional staff under governing laws, ordinances, rules and regulations. In all matters under this agreement calling for exercise of judgment on the part of the Superintendent and the School Committees, the decision of the School Committees or the Superintendent shall be final and binding if made in good faith, except where some other standard of grievability or arbitrability is set forth in this agreement.

ARTICLE II: RECOGNITION

- A. For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committees recognize the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts)[Content Coordinators, Nurse Leader, Director of Learning Support and Social Emotional Learning, including the Athletic Director] of the Committees, excepting, however, the Superintendent, Assistant Superintendents, Special Education Administrator, all Directors, all Principals and Assistant Principals, and every such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purposes of such bargaining.

- B. Insofar as compensation and other conditions of employment are concerned, subject to the provisions of this Contract (and except as otherwise provided by Appendices A and B attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.

ARTICLE III: NEGOTIATION PROCEDURE

Section 1

Not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committees agree to enter into negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein in good faith effort to reach agreement concerning the wages, hours, working conditions and other conditions of employment of said employees.

Section 2

Any agreement reached shall be reduced to writing and signed by the Committees and the Association. Either party may, if it desires, utilize the services of outside consultants in the negotiations with prior notice.

Section 3

Bargaining unit members, who are members of the Association's Negotiating Committee, shall be released from their regular duties to participate in negotiation meetings between the Committees and the Association if such meetings are scheduled during the regular workday.

Section 4

The parties to this Agreement acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the entire understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

It is the intent of the parties that the provisions of this agreement will supersede all prior agreements, understandings, and practices, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

ARTICLE IV: GRIEVANCE PROCEDURE

Section 1

The purpose and procedures set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time, may arise and affect the conditions of employment of the bargaining unit members covered by this contract. The Committees and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved; at the procedural level involved; and nothing in this contract shall prevent any such bargaining unit member or group of bargaining unit members from presenting any grievances at Level One.

Section 2

Nothing contained in this Article shall be construed as limiting the right of an aggrieved bargaining unit member from discussing the bargaining unit member's grievance informally under the grievance procedure and from having the bargaining unit member's grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement.

Section 3

A grievance is defined as a dispute involving the meaning, application, or interpretation of, or compliance with, the terms and provisions of this Agreement.

Section 4

Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure;

- a. **Level One** – An aggrieved bargaining unit member shall first submit their grievance in writing to their immediate supervisor, either directly or through the Association's representative, with the objective of resolving the matter informally. The written grievance shall contain the following: the name, assignment and telephone number of the grievant(s); the specific provision or provisions of the agreement claimed to be violated; a summary of the facts involved; and the relief desired. A grievance which is not presented by a bargaining unit member to their immediate supervisor within ten (10) school days after the occurrence of the alleged cause of the grievance, or after the date of first knowledge of the occurrence, by any bargaining unit member affected shall be deemed to have been waived.
- b. **Level Two** – If the aggrieved bargaining unit member is not satisfied with the disposition of the bargaining unit member's grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the aggrieved bargaining unit member may within ten (10) school days thereafter submit the bargaining unit member's grievance in writing to the Superintendent. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. Within ten (10) school days after receipt of the written grievance, the Superintendent, or their designee, shall meet with the aggrieved bargaining unit member and a representative or representatives of the Association in an effort to settle the grievance. Within ten (10) school days after the conclusion of said meeting, the Superintendent or their designee, as the case may be, shall advise the aggrieved bargaining unit member and the Association in writing of their decision concerning the grievance.
- c. **Level Three** – If the Association and the aggrieved bargaining unit member are not satisfied with the disposition of the grievance at Level Two, the Association may file a demand for arbitration no later than ten (10) days after receipt of the Level Two response or ten (10) days after the deadline for responding to the Level Two grievance, whichever is sooner, by filing a request in writing with the American Arbitration Association (a copy of which shall be sent to the School Committees). The arbitration shall be held in accordance with the rules of the American Arbitration Association. Expenses of the arbitration shall be shared equally by the School Committees and the Somerset Teachers Association. The

award made shall be final and binding upon the School Committees, the Association and the aggrieved bargaining unit member.

Section 5

If at the end of the thirty (30) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence, by any bargaining unit member affected by it, or thirty (30) school days after the grievant should have known about the facts giving rise to a grievance, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6

If, in the judgment of the Association, a grievance affects a group or class of bargaining unit members, the aggrieved group or class may submit such grievance in writing directly to their immediate supervisor and the processing of such grievance shall begin at the appropriate level as set forth above. The group or class may process such a grievance through all levels of the grievance procedure.

Section 7

The time limits herein above specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the Committees. During the summer recess, said time limits shall be construed as weekdays instead of school days. Notwithstanding any of the following provisions concerning the bringing of a grievance, there shall be no time limitation on the bringing of a grievance which involves the determination of a bargaining unit member's salary under the provisions of this Agreement providing the bargaining unit member is still a member of the Somerset School or Somerset Berkley Regional School Departments.

Section 8

No written communication, or other document of record relating to any grievance shall be filed in the personnel file of any bargaining unit member involved in presenting such grievance.

Section 9

The following procedures shall be used in all arbitrations:

- a. The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue their decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.
- b. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement, and they shall not have any authority to establish wages or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

- c. The decision of the arbitrator shall be final and binding upon the Committees, the Association and the aggrieved bargaining unit member.
- d. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committees and the Association.

ARTICLE V: WORK YEAR AND WORKDAY

Section 1

The work year shall include the one hundred eighty four (184) days that bargaining unit members are required to be in attendance at school, and additionally, fifteen (15) workdays, the scheduling of which shall be mutually approved in advance by the Association bargaining unit member and the Building Principal, except that a minimum of four (4) and a maximum of six (6) such days shall be scheduled during the summer break. The fifteen (15) additional workdays shall be mutually agreed upon by the Principal and each coordinator by the last day of the school year. For purposes of calculating a school year, it shall normally run from July 1st through June 30th.

Section 2

The parties understand that the duties and responsibilities of bargaining unit members are not limited by specific hours of work and all bargaining unit members covered by this Agreement agree and understand that they shall work whatever hours are necessary to satisfactorily perform their job duties.

Section 3

On the first day of the school year, Middle School Content Coordinators shall assist homeroom teachers with homeroom activities.

Section 4

In addition to the six (6) hours of regularly scheduled parent-teacher conferences, all bargaining unit members shall be required to be in their respective buildings for three (3) hours of parent-teacher conferences for students who are struggling as of the mid-point of the school year. The additional three (3) hours of parent-teacher conferences will normally take place between 5:00 p.m. and 8:00 p.m. All participating bargaining unit members shall be paid for three (3) hours at the contractual tutor rate. The parties agree to meet in the spring of 2025 to review the process on the additional parent-teacher hours and make any agreed-upon adjustments.

ARTICLE VI: SALARIES

Section 1

The compensation for each bargaining unit member for their work year shall be determined in accordance with the provisions of this Article and Appendices A and B attached hereto.

Section 2

The compensation to be paid each bargaining unit member shall be the sum total of: (1) the base salary as set forth in Appendix A; and, (2) longevity as defined in Article VII and Appendix B.

Section 3

A bargaining unit member who has completed the following number of years' service in the Somerset or Somerset Berkley Regional School Department shall be granted during the bargaining unit member's final year of service prior to the bargaining unit member's retirement,

an increase in salary over and above the bargaining unit member's regular compensation as per the following schedule:

20 years \$3,000	25 years \$4,000	30 years \$4,500	35 years \$5,000	40 years \$5,500
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The bargaining unit member must notify the Committees in writing of the bargaining unit member's intention to retire six (6) months prior to the bargaining unit member's intended retirement date to receive the additional compensation unless the school committee feels there are extenuating circumstances.

Upon the death of the bargaining unit member the bargaining unit member's estate shall receive the amount of money the bargaining unit member would have received had they retired in the year of their death.

Section 4

The salaries of bargaining unit members are earned for the contractual year as set forth in Article VI above and are to be paid in twenty-six (26) bi-weekly installments. Bargaining unit members terminating their service during the contractual year shall have their salaries adjusted based upon the following formula:

$$\frac{\text{Number of Days Worked} \times \text{Annual Salary}}{\text{Number of Days in Work Year}} = \text{Salary due}$$

Coordinators who desire to receive the balance of the compensation due them for their current work year in their salary check covering the period in which their work year ends, shall submit requests in writing to the Superintendent no later than April 1st.

Section 5

In any three (3) consecutive years following the completion of thirty (30) years of service in the field of education with the Somerset or Somerset Berkley Regional School District, a bargaining unit member has the option of augmenting their salary by fifteen hundred dollars (\$1,500) a year. Such augmented longevity shall be in lieu of any benefits to which a bargaining unit member is otherwise entitled pursuant to Article VI, §3. After the bargaining unit member has received augmented longevity for three (3) years, the bargaining unit member's longevity shall revert to the benefits specified in Article VII. Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than September 1st preceding the first school year in which the augmented longevity is to become effective.

ARTICLE VII: LONGEVITY PAY

In addition to the bargaining unit member's regular compensation provided for under the provision of Article VI above, each bargaining unit member who has completed the number of years indicated below of service to the Town of Somerset or Somerset Berkley Regional School District shall receive longevity pay each year commensurate with the amounts set forth in Appendix B. Such amounts shall be non-cumulative and shall be paid in the second paycheck of September.

ARTICLE VIII: SICK LEAVE

Section 1

Each bargaining unit member shall be entitled to sixteen (16) days of sick leave with pay for each work year.

Sick days for the above categories will be deducted from the current year's sick day allotment before days are subtracted from the sick days previously accumulated. However, the total accumulation for buyback purposes under Section 5 below shall not exceed two hundred and seventy-one (271) accumulated days, plus whatever days may remain from that year's sick leave days.

Section 2

Bargaining unit members, who prior to their employment by the Committees, were employed in other school districts, may at the discretion of the Committees, be credited with sick leave benefits, which accrued to their credit in such other districts.

Section 3

Bargaining unit members are eligible for certain federal income tax deductions if the costs of illness reach a specific amount. For such purposes compensation for sick leave days shall be defined as that amount of money which the bargaining unit member would receive for the day's work on the current salary payroll.

Section 4

Each bargaining unit member will receive by October 1st each year a statement of the number of unused sick days remaining to their credit.

Section 5

Bargaining unit members who have served for a minimum of five (5) years in the Somerset or Somerset Berkley Regional School District, upon resignation or retirement, will receive thirty (\$30) dollars per day for all sick leave accumulated up to a maximum of two hundred and seventy-one (271) days plus whatever days may remain from that year's sick leave days. Upon the death of a bargaining unit member, their estate shall receive the appropriate amount.

Section 6

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Committees to serve at their discretion, and two (2) members shall be designated by the Association. The sick leave bank committee shall determine a bargaining unit member's eligibility for the use of the bank and the amount of sick leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and the amount of leave:

- a. adequate medical evidence of serious illness;
- b. prior utilization of all eligible sick leave;

Section 7

If the sick leave bank is depleted to one hundred (100) days, it shall be renewed by the contribution of one (1) additional day of sick leave by each bargaining unit member of the professional staff covered by this Agreement. Such additional days will be deducted from each bargaining unit member's annual sixteen (16) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

Section 8

The initial grant of sick leave by the sick leave bank committee shall not exceed thirty (30) days. Upon completion of such thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the bargaining unit member.

Section 9

The maximum number of days a bargaining unit member can obtain from the sick leave bank is one hundred ninety-nine (199) cumulative days over the course of their career in Somerset, Somerset Berkley, or both if a member transfers between districts.

Section 10

Bargaining unit members may not participate in extracurricular activities on a day during which they use a sick day, unless the member obtains the advance approval of the principal or designee. The bargaining unit member must enter their day in the electronic attendance system.

ARTICLE IX: PARENTAL AND CHILD-REARING LEAVE

Section 1

A leave of absence without pay up to two (2) years shall be granted for parental or adoption purposes to each bargaining unit member on the terms and conditions set forth in this Article.

Section 2

Every bargaining unit member who has completed an initial probationary period of ninety (90) days will be entitled to an eight (8) week leave of absence for the purpose of parental leave (for birth, adoption, or the placement of a foster child or surrogate), provided they give at least two (2) weeks' notice of their anticipated date of departure and of their intention to return.

Bargaining unit members are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an eight (8) week leave of absence the bargaining unit member shall be restored to their previous position. A bargaining unit member eligible for parental leave under M.G.L. c. 149, § 105D may use accumulated sick leave for up to four (4) weeks of the parental leave. A bargaining unit member may use up to an additional four (4) weeks of accumulated sick leave for a parental leave during said eight (8) week period during the bargaining unit member's period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the bargaining unit member to be physically disabled and only to the extent of the number of sick leave days the bargaining unit member has accumulated.

Section 3

A bargaining unit member who has been employed for at least two (2) consecutive years may extend their eight-week parental leave for a period not to exceed two (2) years for the purpose of childrearing leave. The bargaining unit member will provide the Superintendent with at least six (6) weeks' written notice of their anticipated date of departure and date of return and shall be restored to their previous, or similar position with the same status, pay, length of service, and seniority, wherever applicable as of the date of the leave. However, the bargaining unit member must return at the start of a marking period or on a date mutually agreed to by the Superintendent or their designee and the bargaining unit member. Failure to return on the date indicated shall be considered a resignation effective on the expected date of return.

Section 4

If a significant change of circumstance makes the reason for leave under this Article no longer necessary, then such bargaining unit member may return to work.

Section 5

Such parental or childrearing leave shall not affect the bargaining unit member's right to receive entitled benefits for which they were eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.

Section 6

All benefits to which the bargaining unit member was entitled at the time their leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to them upon their return, and they shall be assigned to the same position which they had at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent position. Upon their return the bargaining unit member shall not advance in increment unless they shall have worked in the Somerset or Somerset Berkley Regional School Districts in the work year in which their leave commenced, at least one-half the number of days established for their work year. The Committees shall not be required to restore a bargaining unit member on parental leave to their previous or a similar position if other bargaining unit members of equal merit status and length of service in the same or similar position have been laid off due to economic conditions or other changes in operation conditions affecting employment during the period of their parental leave; provided, however, that the bargaining unit member on parental leave shall retain any preferential consideration for any other position to which they may be entitled as of the date their leave commenced.

Section 7

Bargaining unit members may utilize up to two (2) weeks of accrued sick time for paternity/adoption leave, provided that the bargaining unit member has completed two (2) years of service with the District.

ARTICLE X: LEAVES OF ABSENCE WITH PAY

Section 1

Bargaining unit members may take up to three (3) days of leave for matters which cannot be taken care of other than during school hours and provided that, except in emergency situations, at least twenty-four (24) hours advance notice shall be made to the Superintendent. There will be no rollover of unused personal days from year to year; any unused personal days will be converted to sick days and added to the bargaining unit member's accrued sick leave.

Section 2

Bargaining unit members shall be granted five (5) days off without loss of pay for each death, catastrophic illness or accident in their immediate family. Any additional days off for this purpose shall be at the discretion of the Superintendent. Immediate family shall include parent, brother, sister, spouse, child, grandparents, father-in-law, daughter-in-law and shall also include aunts and uncles who are members of the household. One (1) day off without loss of pay shall be granted for the death of an aunt and uncle who are not members of the household, and additional days off for such purpose may be granted for each death of a member of the bargaining unit member's family who is not listed above. No time off will be allowed for deaths of persons who are not members of the bargaining unit member's family, except at the discretion of the Superintendent.

Section 3

When requested, the Superintendent will grant a bargaining unit member a leave of absence for required military training not to exceed seventeen (17) calendar days provided that said required training cannot take place other than during the school year. Bargaining unit members will only receive in school department funds the difference between the military pay and regular school pay in the event the military pay is not equal to the bargaining unit member's pay.

Section 4

Bargaining unit members may be excused without loss of pay by the Superintendent and/or the Committees for the purpose of attending professional conferences, workshops, seminars or other professional improvement sessions.

Section 5

The leaves of absence with pay provided for in this Article may be extended at the discretion of the Superintendent.

Section 6

The leaves of absence with pay provided for in this Article shall not in any case be charged against a bargaining unit member's sick leave.

ARTICLE XI: LEAVES OF ABSENCE WITHOUT PAY

Section 1

The Superintendent shall grant a leave of absence to anyone called into the military service by the government.

Section 2

An employee may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 3

A bargaining unit member whose personal illness extends beyond the period of time for which they are entitled to receive sick leave, may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

Section 4

A bargaining unit member may be granted a leave of absence without pay or increment for up to one (1) year for the purpose of caring for a sick member of their immediate family.

Section 5

Provided the insurance carrier agrees, bargaining unit members who are on extended leave of absence may continue to be covered under the town's insurance plan. The premium for this coverage shall be paid by the bargaining unit member.

Section 6

All benefits which a bargaining unit member was entitled at the time of their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or, if not, to a substantially equivalent position for which the bargaining unit member is certifiable.

Section 7

It shall be the policy of the Committees not to consider the granting of the leaves of absence without pay provided for in Sections 2 through 4 immediately above unless the bargaining unit member has completed three (3) consecutive years of employment by the Committee. Request for leaves of absence shall be submitted in writing to the Superintendent with the reasons therefore.

Section 8

Bargaining unit members eligible for Workers Compensation shall receive 60% of their regular base pay through Workers Compensation, with the remaining 40% being deducted from the bargaining unit member's accrued sick leave, if any. Bargaining unit members will not submit their Workers Compensation checks to the school districts.

ARTICLE XII: SABBATICAL LEAVE

Section 1

A bargaining unit member, who has completed seven (7) years of employment by the Committees, shall be eligible for a sabbatical leave for a period not to exceed one (1) year for the purpose of completing study beyond the master's degree or engaging in other educational endeavors. Not more than one (1) bargaining unit member may be absent on sabbatical leave at any one time. A bargaining unit member, who has been granted a sabbatical leave, shall not be eligible for another grant of sabbatical leave until they have served in the employ of the Committees an additional seven (7) years after their return from sabbatical leave.

Section 2

An applicant for sabbatical leave shall, on or before February 1, immediately preceding the work year for which the sabbatical leave is desired, submit to the Superintendent an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. The Superintendent shall evaluate each application on the basis of the services rendered by the applicant and the use to be made of the sabbatical leave. The Superintendent shall notify each applicant of their decision no later than May 1 of the same year.

Section 3

A bargaining unit member on sabbatical leave shall be paid sixty percent (60%) of the salary which they would have received if they had remained on active duty with the Committees. During the time a bargaining unit member is on sabbatical leave they shall receive the proportional amounts allowed by law for Blue Cross Blue Shield, group life insurance and retirement.

Section 4

The Superintendent shall require a bargaining unit member on sabbatical leave to submit four reports to them concerning the manner in which their leave is being used.

Section 5

Prior to the granting of a sabbatical leave, the bargaining unit member shall enter into a written agreement with the Committees, that upon the termination of such leave, they will return to service in the Somerset or Somerset Berkley Regional School Districts for a period equal to twice the length of the sabbatical leave and that, in default of such service they shall refund to the Town of Somerset or the Somerset Berkley Regional School District an amount equal to such proportion of salary received by them while on said leave as the amount of service not actually rendered bears to the whole amount of service agreed to be rendered.

Section 6

Upon their return from sabbatical leave, a bargaining unit member's salary shall be the same as they would have received had they remained actively employed in the Somerset or Somerset Berkley Regional School Districts, they will have restored to them all benefits to which they were entitled at the time their leave commenced, including unused accumulated sick leave, and they shall return to the same position which they held at the time their leave commenced, if such position is available and if not, to a substantially equivalent position for which they are certifiable.

ARTICLE XIII: BARGAINING UNIT MEMBER EVALUATION

Section 1

All bargaining unit members covered by this Agreement shall be evaluated every year by the Building Principal. If, in the opinion of the Director of Curriculum, Assessment and

Accountability, a bargaining unit member's performance requires improvement, the building principal, in conjunction with the Director of Curriculum, Assessment and Accountability may re-evaluate the bargaining unit member in consecutive school years until the bargaining unit member's performance improves. Any written report of a bargaining unit member's performance evaluation shall be discussed with the bargaining unit member by the supervisors who participated in such evaluation before the report is filed in the bargaining unit member's personnel file, and the bargaining unit member shall be given a copy of any such report. The bargaining unit member shall acknowledge that they have received a copy of such report and that it has been discussed with them by signing their name to the file copy of the report. Their signature on such report shall not necessarily mean that they agree with the report. The bargaining unit member shall also have the right to answer any such report. Their answer shall be submitted through their supervisors to the Superintendent and shall be attached to the evaluation report and filed in their personnel file.

Section 2

All monitoring or observation of the work performance of a bargaining unit member will be conducted openly and with full knowledge of the bargaining unit members.

Section 3

No bargaining unit member will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

Section 4

For the full evaluation procedure, see Educator Evaluation System.

ARTICLE XIV: BARGAINING UNIT MEMBER PERSONNEL FILES

Section 1

Each bargaining unit member will have the right, upon the bargaining unit member's request, to review the contents of the bargaining unit member's personnel file and to make copies of said contents at the bargaining unit member's own expense.

Section 2

No material derogatory to any bargaining unit member's conduct, service, character or personality will be placed in the bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member shall acknowledge that the bargaining unit member has had the opportunity to review such material by affixing the bargaining unit member's signature to the copy to be filed in the bargaining unit member's personnel file with the express understanding that such signature in no way indicates the bargaining unit member's agreement with the contents thereof. The bargaining unit member shall also have the right to submit a written answer to such material, and the bargaining unit member's answer shall be reviewed by the Superintendent and attached to said filed copy.

ARTICLE XV: VACANCIES AND PROMOTIONS

Section 1

Written notice of all vacancies in positions in this bargaining unit shall be emailed to all Unit A and Unit B bargaining unit members via the districts' email systems and a copy of such notice shall be emailed to the President of the Association. Such notice shall be given as soon as possible after the occurrence of any such vacancy.

Section 2

The written notice of such vacancies shall set forth the qualifications, duties and compensation rate for the position and the date within which applications should be filed with the Superintendent. Such date shall not be less than ten (10) days from the date of the posting of the notice, except in cases of emergency. Bargaining unit members who desire to apply for any such vacancy shall submit their applications in writing to the Superintendent within the time limit specified in the notice announcing the vacancy.

Section 3

- Selections for such vacant positions shall be made on the basis the qualifications of the applicants. When, in the opinion of the Superintendent the qualifications of the applicants are substantially equal, preference will be given to applicants employed by the committee on the basis of their seniority in the Somerset or Somerset Berkley Regional School Districts.

Section 4

In the event that any incumbent retires, resigns or takes a temporary leave of absence, the Committees and/or the Superintendent shall have the full unilateral power within their sole discretion on a temporary or permanent basis, to create, reorganize, reconstitute or redefine said position and to assign a salary/stipend to that position without bargaining with the Association.

ARTICLE XVI: TRANSFERS

Section 1

A transfer is defined as the change of a bargaining unit member from the bargaining unit member's present position to a similar position. Transfers will only be made when they are considered by the Superintendent and/or Principal to be in the best interest of the school district.

Section 2

In making transfers, whether voluntary or involuntary, and in filling vacancies or new positions, a bargaining unit member's area of competence, major and/or minor field(s) of study, grade level certification, quality of performance, willingness to be transferred and length of overall service in the Somerset or Somerset Berkley Regional Districts will be considered.

Section 3

A transfer will be made only after a meeting between the bargaining unit member involved and the Superintendent at which time the bargaining unit member will be notified of the reasons for the transfer. In the event the bargaining unit member objects to the transfer at this meeting, the bargaining unit member may so notify the Association and the Superintendent, upon request, will meet with a representative of the Association to discuss the transfer.

Section 4

Notice of proposed transfers will be given to bargaining unit members as soon as possible and under normal circumstances not later than the end of the school year.

Section 5

Bargaining unit members who desire a transfer shall submit a written request to the Superintendent stating the desired transfer. Such requests will be submitted between September first and April first of each school year to be considered for the next school year. Requests for a transfer must be renewed each year in writing, and all requests for transfers must be acknowledged in writing by the Superintendent.

ARTICLE XVII: PROFESSIONAL DEVELOPMENT

Section 1

Bargaining unit members may, when such is deemed appropriate by the Superintendent, be permitted to attend or conduct education workshops, seminars and conferences. The Committees will pay the reasonable expenses of a bargaining unit member's attendance at any such activity except when the bargaining unit member is paid by an outside agency for conducting any such workshop, seminar or conference.

Section 2

Bargaining unit members may, with the approval of the Superintendent, be permitted to attend or conduct workshops, seminars, conferences or other activities which would be of a community or professional development nature. The bargaining unit member's expenses in attending any such activity will not be paid by the Committees.

Section 3

The Committees will pay reasonable expenses incurred by bargaining unit members (including lodging and meal costs if the round-trip travel from the bargaining unit member's school is more than one hundred eighty (180) miles), who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent, or designee, or if the member attends at the direction of the Superintendent or their designee.

ARTICLE XVIII: TUITION REIMBURSEMENT

Section 1

Bargaining unit members shall be entitled to tuition reimbursement as follows: up to \$1,500 per member per contract year, for tuition, fees and books from institutions approved by the New England Commission of Higher Education, with the following guidelines:

- A. The course or conference must be consistent with the bargaining unit member's individual professional development plan, with the school's plans and goals and with the district plan and goals in the sole discretion of the building principal or other appropriate supervisor.
- B. The course must be: (1) a graduate-level course or an approved equivalent course; (2) any course approved by the Superintendent; (3) the Superintendent may make exceptions to the above two requirements on a case-by-case basis.
- C. If graded, a grade of 80 or better must be attained.
- D. Bargaining unit members must submit a certified copy of the grade report received in the course and a copy of the receipted bill for the cost of such course or conference. Both of these copies shall become the property of the Committees.
- E. Reimbursement shall be received by the bargaining unit member no later than thirty (30) days after receipt of the documents specified in subsection D above.
- F. A CAGS Program must be taken at an accredited university, program, or college and must include at least thirty (30) credits. If the CAGS includes a practicum in addition to the thirty (30) credit program, then upon completion of the practicum, the bargaining unit member will be awarded an additional six (6) credits towards a lane change. All CAGS programs shall require the advance approval of the superintendent.
- G. Tuition reimbursement shall not exceed Fifty Thousand Dollars (\$50,000.00) in any one contract year for Units A and B. Reimbursement shall be on a first-come, first-serve basis. Tuition reimbursement shall be allocated as follows: summer

courses twenty-two thousand dollars (\$22,000.00); fall semester courses fourteen thousand dollars (\$14,000.00), plus any unused portion from the previous semester; spring semester courses fourteen thousand dollars (\$14,000.00), plus any unused portion from the previous semester.

ARTICLE XIX: GROUP HEALTH AND LIFE INSURANCE

Section 1

A school department employee in the Town of Somerset, Massachusetts, or the Somerset Berkley Regional School District will be eligible to participate in the Town's or District's "Employees' Group Insurance Plan". At this time, they must either apply for the above coverage or sign a waiver stating they do not wish to participate in this program.

The Town of Somerset or the Somerset Berkley Regional School District will pay the maximum percentage permitted by Town meeting enactment of the cost of the following types of insurance coverage:

- a. A \$4,000 term life insurance plan of the type presently available to association members.
- b. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to Association bargaining unit members.
- c. Bargaining unit members shall be responsible for paying one hundred percent (100%) of the premiums for whichever dental plan is in effect.

Section 2

- A. Commencing September 1, 2024, an annual stipend will be paid to a bargaining unit member currently on a Regional School District or Town health insurance plan who opts out of coverage under that plan. Said stipend will be twelve hundred dollars (\$1,200) per fiscal year for those opting out of an individual plan and fifteen hundred dollars (\$1,500) per fiscal year for those opting out of a family plan and will be payable in installments with regular weekly or bi-weekly payroll and will be considered taxable and non-pensionable. The stipend for a bargaining unit member who opts out or re-enrolls during the course of a fiscal year will be pro-rated based on the period the employee was not covered by the Town's or Regional School District's health plan. As a condition of receiving payment hereunder, bargaining unit members must present proof of coverage under the alternative insurance plan.
- B. To qualify for said opt-out stipend, an employee must be covered under the Town's or Regional School District's health insurance plan for at least twelve (12) months before opting out during an open enrollment period. Other than during an open enrollment period, bargaining unit members may opt out during the year due to a qualifying event. Qualifying events may include: (1) marriage or divorce; (2) birth or adoption of a child; (3) death of a family member; (4) lack of other coverage through no fault of the bargaining unit member or subscriber; or (5) changes in hours of work or employment status. PLEASE NOTE: the foregoing events are illustrative only and the Regional School District's or the Town's insurer will determine whether a particular event is a "qualifying event".
- C. Bargaining unit members may re-enroll in the Regional School District's or the Town's plan during an open enrollment period or may re-enroll prior to an open enrollment

period due to a qualifying event as determined by the Regional School District's or the Town's insurer.

- D. Bargaining unit members opting out of Regional School District or Town health plan coverage are ineligible to participate in the Regional School District's or the Town's voluntary dental coverage.

ARTICLE XX: ANNUITIES

The Committees will, upon the written request of a bargaining unit member, enter into an agreement with said bargaining unit member to reduce the amount of the bargaining unit member's salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of such reduction in salary to the purchase of a tax-sheltered annuity plan for said bargaining unit member. Effective September 1, 2003, current bargaining unit members who wish to begin contributing to an annuity plan or bargaining unit members who are hired after September 1, 2003 shall be limited to contributing to one of the plans approved by the School Committees or their designee. Bargaining unit members currently contributing to an annuity plan shall continue to be eligible to contribute to that plan.

ARTICLE XXI: PERSONAL INJURY AND PROTECTION OF BARGAINING UNIT MEMBERS

Section 1

A bargaining unit member will immediately report in writing all cases of assault suffered by them to their immediate supervisor and/or to the Superintendent. The Superintendent will comply with any reasonable request from the bargaining unit member for information in their possession relating to the incident or the persons involved. The Superintendent will release records in accordance with student record regulations. The Superintendent will act as liaison between the bargaining unit member, the police and the courts.

Section 2

Bargaining unit members eligible for Workers Compensation shall receive 60% of their regular base pay through Workers Compensation, with the remaining 40% being deducted from the bargaining unit member's accrued sick leave, if any. Bargaining unit members will not submit their Workers Compensation checks to the school districts. Sick leave time for said payments will be deducted according to the ratio the School Departments payment bears to the total bi-weekly salary during this period. These payments will continue until such time as the individual's accumulated sick leave shall have been exhausted. The bargaining unit member may then apply to the sick leave bank requesting additional sick leave time in accordance with Article VIII, Section 7. If sick leave days are granted and Worker's Compensation payments continue, then payments will be made as provided in this section.

Section 3

The Committees will provide the indemnification for bargaining unit members provided by Chapter 512, Acts of 1978, which is now Chapter 258 of the General Laws of Massachusetts.

Section 4

In criminal or civil proceedings brought against a bargaining unit member in connection with their employment and in which the Committee is not required to provide the bargaining unit member with legal counsel under the provisions of said Chapter 512, Acts of 1978, which is now Chapter 258 of the General Laws of Massachusetts, the Committees may, upon request of the bargaining unit member, furnish them with legal counsel to represent them in such proceedings.

If the Committees do not provide such counsel and the bargaining unit member prevails in the proceeding brought against the bargaining unit member, the Committees shall then reimburse the bargaining unit member for reasonable legal expenses incurred by the bargaining unit member in such proceedings.

ARTICLE XXII: NO STRIKES

Section 1

A strike is defined as the refusal of a bargaining unit member, in concerted action with others, to report for duty, or their willful absence from their position, or their stoppage of work, or their abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining agreement between the Committees and the Association expiring immediately preceding the alleged strike.

Section 2

The Association shall not engage in a strike, and no said bargaining unit member or the Association shall engage in a strike, work stoppage, slowdown or withholding of services by said bargaining unit member.

Section 3

Any bargaining unit member who engages in a strike shall be subject to discipline and discharge proceedings by the Principal and/or Superintendent.

ARTICLE XXIII: REDUCTION IN FORCE

Section 1

In making reductions in staff, educational attainment, licenses and performance, as reflected in bargaining unit member evaluations, shall govern. When merit and ability are equal, seniority shall prevail. The determination of relative merit and ability shall be the prerogative of the Superintendent, and an arbitrator may not substitute their judgment for theirs unless they find their judgment to have been unreasonably exercised.

Section 2

Bargaining unit members whose positions are eliminated and who wish to return to a teaching position, may do so, provided that they satisfy the following conditions: they are licensed and qualified; and they can only return to a teaching position at the start of a school year.

Section 3

The provisions of this Article shall not apply to the non-renewal of the contract of any bargaining unit member.

Section 4

Seniority as used herein shall mean a bargaining unit member's length of service years, months and days in the employ of the Committees in the bargaining unit. Bargaining unit members shall be credited for seniority purposes with all time spent on authorized leave of absences. In cases involving bargaining unit members having identical seniority, merit and ability, lots will be drawn by said bargaining unit members to determine seniority. A list indicating seniority of members of the bargaining unit shall be prepared by the Committees and forwarded to the president of the Association within ninety (90) days following the execution of this Agreement and shall be updated yearly by October 15. No bargaining unit member seniority list shall be altered between revisions in the list except to correct an error. New bargaining unit members shall be added to the list upon their entrance to the bargaining unit.

Section 5

A tenured bargaining unit member who has been laid off shall be entitled to recall rights in the inverse order of their layoff, to a position to which they are qualified for a period of two (2) years from the effective date of their layoff.

Section 6

A bargaining unit member whose position is not eliminated but who wishes to return to a teaching position may do so, provided that they satisfy the following conditions: there is a vacant position for which they are licensed and qualified; and they can only return to a teaching position at the start of a school year.

ARTICLE XXIV: SCOPE OF AGREEMENT

Section 1

The Committees and the Association agree that during the terms of this Agreement all matters and issues pertaining to wages, hours, working conditions and other conditions of employment of said bargaining unit members shall be governed exclusively by, and limited to, the terms and provisions of this Agreement.

Section 2

No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committees and the Association.

Section 3

The failure by the Committees or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as to be a waiver of said provisions.

Section 4

If the provisions of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members 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 shall continue in full force and effect.

ARTICLE XXV

This Article intentionally left blank

ARTICLE XXVI: DURATION

This contract shall continue in effect up to and including August 31, 2027.

ARTICLE XXVII: FMLA

As required by the Family Medical Leave Act of 1993, the Committees will provide FMLA leave in accordance with said Act. Where another article or Section of this Agreement provides a greater benefit than that afforded by the FMLA that Article or Section of the Agreement shall govern. The parties agree to the following with respect to discretionary aspects of FMLA leave:

1. The year for FMLA leave shall be the school year.
2. The Committees shall not require the use of paid leave.
3. If a bargaining unit member is on an approved FMLA leave, the Committees shall pay the employers' percentage contribution for health and life insurance during the period of the FMLA leave. Bargaining unit members shall be responsible for

the bargaining unit member percentage contribution for health and life insurance during the period of the FMLA leave and may utilize any of their accrued leaves (sick, personal). In the event that a bargaining unit member on an approved FMLA leave has exhausted all of their accrued leaves as set forth herein, the bargaining unit member shall be responsible for paying the entire bargaining unit member percentage contribution for health and life insurance to the District in a timely manner to ensure the bargaining unit member's continued eligibility for health insurance.

4. The Committees retains the discretion to request 2nd and 3rd medical opinions at the Committees' expense.
5. A bargaining unit member shall be required to submit a fitness for duty certification at the end of an FMLA leave for personal illness.
6. If the FMLA leave is taken for an "in loco parentis" relationship, the bargaining unit member shall submit a statement that the bargaining unit member is responsible for such child.
7. Bargaining unit members married to other bargaining unit members shall be eligible for FMLA leave, consistent with the requirements and limitations under the law.
8. Bargaining unit members are eligible for FMLA leave for their immediate family. Solely for purposes of FMLA leave, the term "immediate family" shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, aunts and uncles and other members of the household.
9. The Association acknowledges that the Association and the Committees are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible bargaining unit members under this Agreement. Where a bargaining unit member takes leave under one of the aforementioned articles for a reason which would entitle a bargaining unit member to leave under FMLA, such leave will also be considered FMLA leave and will be deducted from the bargaining unit member's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article IV of this Agreement.

ARTICLE XXVIII: EXTRA SERVICE POSITIONS

All Unit B members may apply for and be appointed to no more than three (3) extra service positions set forth in the teachers' collective bargaining agreement each school year. Coordinators and teachers shall have equal standing to be considered for extra service positions, with neither group being given preferential treatment.

ARTICLE XXIX: OVERLOAD TEACHING

When a bargaining unit member is assigned to teach an additional class(es) due to staffing needs, they will negotiate with the Superintendent.

ARTICLE XXX: CHILDREN OF BARGAINING UNIT MEMBERS

The children of bargaining unit members employed by the Committees as of the date of ratification shall be allowed to attend the Somerset Public Schools or the Somerset Berkley Regional School District. Children of bargaining unit members who are hired after the date of ratification of this Agreement shall not be allowed to register and enroll their children in either the Somerset Public Schools or the Somerset Berkley Regional School District. When the last child attending Somerset or Somerset Berkley either leaves the districts or graduates under the terms of this article, this article shall be deleted from the parties' contract.

Prior to a bargaining unit member seeking tuition-free attendance of their child in either the Somerset Public Schools or the Somerset Berkley Regional School District, each bargaining unit member must first seek to attend either Somerset or Somerset Berkley through the school choice program. If there are no school choice seats in a particular grade, the bargaining unit member will be allowed to enroll their child in the SPS and/or SBRSD under this article.

This benefit will apply to all current bargaining unit members hired on or before July 15, 2011.

ARTICLE XXXI: TRAVEL REIMBURSEMENT

For all out-of-district travel for which a bargaining unit member seeks reimbursement, the bargaining unit member shall be reimbursed at the IRS mileage rate and shall submit paperwork monthly to the Chief Financial Officer's office in order to be reimbursed. The failure of a bargaining unit member to submit reimbursement paperwork within thirty (30) days of the month in which the transportation took place shall be deemed a waiver of the bargaining unit member's right to reimbursement. For all in-district travel, the district shall assess the number of buildings that the bargaining unit member travels to in August and January. For each building that the bargaining unit member regularly travels to, they shall receive ten dollars (\$10.00) per month per school.

In Witness Whereof, we set our hands on this 14th day of January, 2025.

For the Committee:

[Signature]
[Signature]
[Signature]
[Signature]

For the Association:

[Signature]

**Somerset Public Schools and Somerset Berkley Regional School District
Teacher Salary Schedule**

FY25								
Lane	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30/M	M+15	CAGS/M+30	M+45	M+60	Phd
1	\$52,521	\$53,951	\$57,235	\$58,514	\$60,364	\$61,675	\$62,502	\$62,934
2	\$54,491	\$55,974	\$59,381	\$60,708	\$62,628	\$63,988	\$64,846	\$65,294
3	\$56,534	\$58,073	\$61,608	\$62,985	\$64,976	\$66,387	\$67,278	\$67,743
4	\$58,654	\$60,251	\$63,918	\$65,347	\$67,413	\$68,877	\$69,800	\$70,283
5	\$60,853	\$62,510	\$66,315	\$67,797	\$69,941	\$71,460	\$72,418	\$72,919
6	\$63,135	\$64,854	\$68,802	\$70,340	\$72,564	\$74,140	\$75,134	\$75,653
7	\$65,097	\$66,819	\$70,323	\$71,703	\$73,470	\$74,163	\$75,474	\$75,841
8	\$68,352	\$69,635	\$73,839	\$75,288	\$77,144	\$77,871	\$79,248	\$79,633
9	\$71,769	\$73,117	\$77,531	\$79,052	\$81,001	\$81,765	\$83,210	\$83,614
10	\$75,717	\$77,138	\$81,795	\$83,400	\$85,456	\$86,262	\$87,787	\$88,213
11	\$79,881	\$81,381	\$86,294	\$87,987	\$90,156	\$91,006	\$92,615	\$93,065

FY26								
Lane	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30/M	M+15	CAGS/M+30	M+45	M+60	Phd
1	\$53,834	\$55,300	\$58,666	\$59,977	\$61,873	\$63,217	\$64,065	\$64,507
2	\$55,853	\$57,374	\$60,866	\$62,226	\$64,193	\$65,588	\$66,467	\$66,926
3	\$57,947	\$59,525	\$63,148	\$64,559	\$66,601	\$68,047	\$68,959	\$69,436
4	\$60,120	\$61,757	\$65,516	\$66,980	\$69,098	\$70,599	\$71,545	\$72,040
5	\$62,375	\$64,073	\$67,973	\$69,492	\$71,689	\$73,246	\$74,228	\$74,741
6	\$64,714	\$66,476	\$70,522	\$72,098	\$74,378	\$75,993	\$77,012	\$77,544
7	\$67,701	\$68,972	\$73,136	\$74,571	\$76,409	\$77,129	\$78,493	\$78,874
8	\$71,086	\$72,421	\$76,793	\$78,299	\$80,229	\$80,986	\$82,418	\$82,818
9	\$74,640	\$76,042	\$80,632	\$82,214	\$84,241	\$85,035	\$86,539	\$86,959
10	\$78,745	\$80,224	\$85,067	\$86,736	\$88,874	\$89,712	\$91,298	\$91,742
11	\$83,076	\$84,636	\$89,746	\$91,506	\$93,762	\$94,646	\$96,320	\$96,788

FY27								
Lane	1	2	3	4	5	6	7	8
Step	BA	BA+15	BA+30/M	M+15	CAGS/M+30	M+45	M+60	Phd
1	\$57,109	\$58,664	\$62,235	\$63,626	\$65,638	\$67,063	\$67,962	\$68,432
2	\$59,251	\$60,864	\$64,569	\$66,012	\$68,099	\$69,578	\$70,511	\$70,998
3	\$61,473	\$63,147	\$66,990	\$68,487	\$70,653	\$72,187	\$73,155	\$73,661
4	\$63,778	\$65,515	\$69,503	\$71,056	\$73,302	\$74,894	\$75,899	\$76,423
5	\$66,170	\$67,972	\$72,109	\$73,720	\$76,051	\$77,703	\$78,745	\$79,289
6	\$68,651	\$70,520	\$74,813	\$76,485	\$78,903	\$80,617	\$81,698	\$82,262
7	\$71,474	\$72,816	\$77,212	\$78,727	\$80,667	\$81,546	\$82,868	\$83,270
8	\$75,047	\$76,457	\$81,072	\$82,663	\$84,701	\$85,623	\$87,011	\$87,434
9	\$78,800	\$80,280	\$85,126	\$86,796	\$88,936	\$89,905	\$91,361	\$91,805
10	\$83,134	\$84,695	\$89,808	\$91,570	\$93,827	\$94,849	\$96,386	\$96,855
11	\$87,706	\$89,353	\$94,747	\$96,606	\$98,988	\$100,066	\$101,688	\$102,182

**** Salary Schedule (Bachelor's +45, Step II will continued to be paid only to those teachers who were receiving it as of August 31, 2021. Annual amounts for FY25, FY26 and FY27 will be as follows:**

	FY25	\$87,057						
	FY26	\$90,540						
	FY27	\$95,586						

APPENDIX A

Content Coordinator Salary Differentials

1 st Year	\$5,000
2 nd Year	\$5,500
3 rd Year	\$6,000
4 th Year	\$6,500
5 th Year	\$7,000
6 th Year	\$7,500
7 th Year	\$7,750
10 th Year	\$9,000
15 th Year	\$9,500
20 th Year	\$10,500

Evaluation Stipend* \$300

*per educator Content Coordinator is assigned to for the evaluation process

All content coordinators shall be placed on the teachers' salary schedule based on their education.

APPENDIX B: LONGEVITY

1. Bargaining unit members who resign or retire prior to the end of the school year (i.e., June 30th) shall receive pro-rated longevity for that percentage of the school year that they work.

Years	Amount
8	\$1,550
10	\$4,717
15	\$4,827
20	\$4,991
25	\$5,101
26	\$5,211
27	\$5,321
28	\$5,431
29	\$5,540
30	\$5,650
31	\$5,750
32	\$5,850
33	\$5,950
34	\$6,050
35	\$6,150

APPENDIX C

Athletic Director Work Year and Additional Compensation

1. WORK SCHEDULE: The Athletic Director/Wellness Content Coordinator shall work the same number of days as the Content Coordinators plus an additional six (6) days.
2. COMPENSATION: The Athletic Director/Wellness Content Coordinator is subject to the salary agreement contained in the Somerset Teachers' Contract. He is required to work an additional six (6) days and will be compensated \$2,500 for these six days.

APPENDIX D

SIDE-LETTER OF AGREEMENT

Between

The Somerset School Committee and the Somerset Berkley Regional School Committee

And the

Somerset Teachers' Association

The Somerset School Committee and the Somerset Berkley Regional School Committee (the Committees) and the Somerset Teachers' Association (the STA) are parties (the parties) to a collective bargaining agreement (the contract) effective September 1, 2014 through August 31, 2017. This Side-Letter of Agreement (SOA) constitutes an agreement between the parties regarding the addition of *Student Advisories* to the teaching course load of high school bargaining unit members.

The parties have agreed to the following terms for advisories.

1. The Committee and the STA agree that the goal of *Student Advisories* is to foster positive social connections between bargaining unit members and students, and to foster a positive impact on the culture and community of Somerset Berkley Regional High School.
2. Advisories will be led by all full and part-time teachers, excluding guidance counselors, at Somerset Berkley Regional High School unless a part-time bargaining unit member's workday makes that impossible.
3. All bargaining unit members may be assigned to lead an Advisory. In extenuating circumstances, at the discretion of the building principal or their designee, a bargaining unit member may be excused from leading an Advisory.
4. Initial and on-going professional development will be provided to high school bargaining unit members to help ensure the success of the Advisor/Advisee program. Initial professional development will be provided during the contractual work year prior to the implementation of the Advisor/Advisee program.
5. The school district will provide to all Advisory bargaining unit members a clear set of procedures for obtaining support for leading Advisories as well as dealing with sensitive student disclosures that may occur during Advisories.

6. Pre-developed materials and activators for discussion will be provided to advisors to use as a resource. Advisors shall not be required to create formal lesson plans.
7. The Advisory Committee will continue as a Standing Committee to complete tasks such as curriculum writing and data collection. The STA will be able to select up to two (2) members to be part of the Standing Committee. The Standing Committee will lead a review of the Advisory program on an annual basis.
8. Data Collection and Evaluation of Advisories
 - a) The administration may collect anonymous student feedback on their experience with Advisories. Students will not be asked to comment on or to identify specific bargaining unit members who have led Advisories.
 - b) The administration will collect data and bargaining unit feedback on their experience with Advisories.
9. The bargaining unit members of the Standing Committee will be compensated for their time at \$29.17/hour.
10. Bargaining unit members will not be formally observed or evaluated during advisories. Administrators may visit advisories to help determine the effectiveness of the program.
11. Advisors shall not assess students in their advisories with formative or summative assessments nor shall students receive grades for advisories.
12. Advisories will not extend the school day and will be held within the framework of the schedule at Somerset Berkley Regional High School.

Signed this _____ day of:

Somerset School Committee

Somerset Berkley Regional School Committee

Somerset Teachers' Association

