

AGREEMENT
BETWEEN
THE BERLIN BOARD OF EDUCATION
AND
THE BERLIN EDUCATION ASSOCIATION

THIS DOCUMENT is effective as of the 1st day of July, 2013, between THE BERLIN BOARD OF EDUCATION (hereinafter referred to as the "Board") and THE BERLIN EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

10/22/12

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ARTICLE I
GENERAL

- 1.0 This Agreement is negotiated pursuant to Connecticut General Statutes §10-153a-10-153g in order to fix for its term the salaries and other conditions of employment provided herein, between the Berlin Board of Education (hereinafter called the "Board") and the Berlin Education Association (hereinafter called the "Association") and the professional staff in order that the cause of public education may best be served in Berlin.
- 1.1 The Board and the Association also recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy, and accordingly, agree herein upon a consultative procedure to inform and guide the Board in exercising its responsibilities for continuing supervision and ultimate decision.

RECOGNITION

- 1.2 The Board recognizes the Berlin Education Association for the purposes of professional negotiations and to be the exclusive bargaining agent and representative for all certified professional employees who are employed by the Berlin Board of Education in positions requiring a teaching or special services certificate and are not included in the administrators' unit or excluded from the purview of §10-153a to 10-153g inclusive.
- 1.3 In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
- a) A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 - b) The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

- c) DSAP holders shall have no bumping rights or recall rights under this Agreement.

ARTICLE II
RIGHTS OF THE BOARD OF EDUCATION

- 2.0 Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board of Education under any Town Charter, general or special act of legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Berlin School System, including but not limited to full control over the policies, practices, procedures, and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Berlin Board of Education, provided that the Berlin Board of Education Policy Book shall be used by the Board in any area not specifically covered by a section of this Agreement.
- 2.1 Nothing contained herein shall compel either party to this Agreement to take any action contrary to state or local statute.

ARTICLE III
PROFESSIONAL NEGOTIATION

- 3.0 Negotiations for a successor agreement shall be made in accordance with Connecticut General Statutes §§10-153a to 10-153g, inclusive. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.
- 3.1 Negotiations Over Matters Not Covered by the Agreement

The terms and conditions of this Agreement are intended to constitute a total comprehensive and final agreement for the period covered by it. Any failure to negotiate or discuss any conditions of employment, salary issues, or other benefits during the negotiations prior to the execution of this Agreement shall not in any way constitute an understanding or assumption that such submitted matters are to be open for bargaining during the term of this Agreement.
- 3.2 Amendments

This contract may be amended only by mutual agreement. In the event that the Association or the Board desires to make any proposal, either party shall submit such a proposal in writing. If both parties mutually agree to

meet to discuss such proposal, they shall set a mutually satisfactory time and place for meeting to discuss such a proposal within thirty (30) days after receipt of the proposal. Relevant data, points of view, proposals, and counterproposals shall be exchanged. Any agreement shall be reduced to writing, signed by the Board and the Association and shall become an addendum to this Agreement.

ARTICLE IV
SALARIES AND FRINGE BENEFITS

4.0 The salaries and fringe benefits of all persons covered by this Agreement are set forth in Appendix "A", which is attached hereto and made a part of this Agreement.

4.1 Salary Payments

Teachers shall be paid in either one of the two following ways:

Option 1: On a bi-weekly basis, consisting of twenty-two (22) paychecks paid out over a ten-month period.

Option 2: On a bi-weekly basis, consisting of twenty-one (21) paychecks equaling 1/26 of the annual salary for each pay period, and a final check equaling 5/26 of the annual salary.

Teachers must elect either Option 1 or Option 2 by May 1 of the preceding year. If a teacher fails to do so, he/she shall be automatically enrolled in Option 1.

All teachers shall be paid by direct deposit.

Stipends for coaching assignments, as outlined in Appendix A to this Agreement, shall be paid to each employee as follows: payment shall be made to each employee in the first payroll in December, March or June, for fall, winter and spring sports, respectively, following completion of the regular season.

4.2 Placement On The Salary Schedule

Full credit will be given for teaching experience in public, accredited private, and military dependency schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.

Any teacher expecting a change in degree status prior to February 1 of the following year, shall inform the Board in writing no later than May 1, of the expected change in status and the date of such change.

Any such teacher who completes all the requirements for degree status change shall, upon notification to the Superintendent by the college or university, be placed on the appropriate salary schedule on September 1 or February 1 next following the completion of such program.

The Superintendent may grant credit for placement on the salary schedule for business, professional or other experience that contributes to the teacher's ability to perform his or her position.

4.3 Degree Definitions

The Salary Schedules listed in the Appendices of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor A baccalaureate degree earned at an accredited college or university.

Master A Master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a planned program approved by an accredited college or university and approved by the Superintendent in writing prior to the commencement of the program. Effective July 1, 2013, all new hires must earn a Master's degree from an accredited college or university in order to be placed on the Master's degree salary schedule.

Sixth Year

(a) The completion of thirty (30) credits beyond the Master's degree in a planned program approved by an accredited college or university and approved by the Superintendent in writing prior to commencement of the program;

(b) A "Sixth Year" Certificate from an accredited college or university.

(c) A second Master's degree from an accredited college or university in a discipline other than the discipline in which the initial Master's degree was obtained, one of which is in

the content area for which the teacher's certificate is endorsed.

(d) A Master's degree earned at an accredited college or university, requiring the completion of sixty (60) credits.

Doctorate A Ph.D. or Ed.D. earned in the teacher's field, the field of education, or other field approved by the Superintendent, at an accredited college or university.

4.4 Professional Development

The Board and staff of the Berlin Public Schools recognize the need for professional growth. The Board agrees to provide Professional Development Activities for continuing education unit credit in accordance with law. The Board shall determine the specific professional development activities to be made available with the advice and assistance of staff.

4.5 Teacher Employment Year

The salaries for teachers provided in Appendix A attached hereto shall cover an employment year consisting of the following:

<u>Student School Days</u>	<u>Additional Work Days</u>	<u>Total Work Days</u>
At least 183	Up to 5	188

The "additional work days" set forth above may be used for purposes determined by the Board including but not limited to additional classroom instruction, orientation, preparation of classrooms, in-service programs, professional development, and other educational activities. If the Board of Education in its discretion elects to increase the teacher employment year beyond that described above, the Board will compensate each teacher so affected at a rate based upon each teacher's per diem salary, as determined in accordance with Section 4.6.

4.6 Salary computation and termination of employment shall be based on the teacher's per diem salary, based upon the teacher employment year as set forth in Section 4.5. Extra duty assignments and coaching shall be prorated on that part of the assignment completed at time of termination.

4.7 For eligible teachers (as described in this section), the Board will provide tuition reimbursement for up to two three-credit courses taken by the teacher during each fiscal year, subject to the following total maximum

reimbursement in the aggregate for the bargaining unit for each fiscal year, to be divided equally among eligible teachers.

2013-14	\$40,000
2014-15	\$45,000
2015-16	\$50,000

In the event that the total amount available for tuition reimbursement is insufficient to fully reimburse all eligible teachers, each eligible teacher shall be reimbursed on a pro-rated basis within the total amount available for the bargaining unit. Courses (including on-line courses) must be taken at an accredited college or university, provided the courses are approved in advance in writing by the Superintendent of Schools, and provided that the teacher achieves a grade of B or better upon successful completion of each course. Such tuition reimbursement shall not exceed the tuition cost of two three-credit courses at the University of Connecticut. In order to be eligible for such tuition reimbursement, a teacher must have attained tenure in the Berlin Public Schools and must possess a Master's degree. In applying the limit of two courses per fiscal year, the district shall treat each course as having occurred in the fiscal year in which the course was actually taken, rather than in the fiscal year in which the teacher received the course grades or received the tuition reimbursement. In instances where a course begins in one fiscal year and ends in the next (ex. June 25 – July 30), the district shall treat the course as having occurred in the fiscal year in which the course ends.

ARTICLE V
GRIEVANCE PROCEDURE

5.0 Statement of Purpose

The Board and the Association recognize the importance of orderly, just and expeditious resolution of the issues which may arise as the result of the provisions of this Agreement and accordingly agree herein upon a grievance procedure for the effective processing of such issues. The purpose of the following grievance procedure shall be to settle equitably, at the lowest possible administrative level, issues which arise from time to time with respect to salaries and working conditions of teachers. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

5.1 A "grievance" shall mean a claim by a teacher or a group of teachers or the Association:

- (a) that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, or
- (b) that there has been a violation of the rules, regulations, administrative directives or policies of the Board, provided that a grievance under this subparagraph may be processed through Level Three, Board of Education, and not to Arbitration under Level Four.

The grievance must state (1) the specific article or section of the Agreement which is claimed to have been violated; (2) the action or condition which constituted the violation; (3) the date or dates on which the violation occurred; and (4) the requested remedy. No grievance shall be processed unless these four conditions are met.

- 5.2 A "grievant" is a teacher, group of teachers, or the Association making such a claim.
- 5.3 A "party in interest" is a teacher, group of teachers, or the Association, including the Board or any of its representatives, who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 5.4 "Teacher" as used in this Article, except where otherwise indicated, is considered to include each member of the bargaining unit, as defined in Paragraph 1.2 of this Agreement.
- 5.5 "Supervisor" is the Principal or the Administrator directly in charge of the grievant.
- 5.6 "Days" shall mean days on which school is in session, except that during the summer vacation period, "days" shall mean Monday through Friday, excluding legal holidays. If either the grievant or the Board desires the suspension of applicable time limits during the summer vacation period, request for such suspension must be made in writing prior to the expiration of such time period, whereupon time limits may be tolled upon mutual agreement until the opening of school in the fall.

5.7 Procedure

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

- 5.8 Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.
- 5.9 Preliminary Level - Anyone with a grievance shall first discuss the grievance with his immediate supervisor. If, after such discussion, the grievant is not satisfied, he shall be entitled to have the Association assist him in further efforts to resolve the grievance at the preliminary level with his immediate supervisor.
- 5.10 If a grievant does not file a written grievance with the President of the Association and the Chairman of such other Association Committee established to administer the grievance procedure and forward a written grievance to the Superintendent within twenty (20) days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.
- 5.11 Formal Procedure - Level One - Immediate Supervisor
- In the event a grievance is not resolved at the preliminary level, the grievant shall place in writing his grievance and submit it to his immediate supervisor, with a copy to the Association, with the objective of resolving the matter. The immediate supervisor shall give a written decision, with reasons therefore, to the aggrieved and the Association within five (5) days of receipt of the written grievance, with a copy to the Superintendent.
- 5.12 Level Two - Superintendent
- In the event that a grievant is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five (5) days after presentation of the grievance he may within fifteen (15) days file a written grievance with the Superintendent of Schools with a copy to the President of the Association. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant and/or one or more representatives of the grievant's choice in an effort to resolve it and the Superintendent, within ten (10) days after such meeting, shall give a written decision to the grievant, his immediate supervisor and to the Association. The Superintendent shall represent the Administration at this level of the grievance procedure. At the request of either the Superintendent or the grievant, the grievant's immediate supervisor shall be present at this and other levels of the grievance procedure.

5.13 Level Three - Board of Education

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within fifteen (15) days after he/she has first met with the Superintendent, he/she may submit a copy of his/her grievance, indicating such dissatisfaction with the President of the Association, the Chairman of such other Association Committee established to administer the grievance procedure or Board within five (5) days after a decision by the Superintendent or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner. Within five (5) days after receiving the written grievance, the President of the Association and the Chairman of such other Association Committee established to administer the grievance procedure shall refer it to the Board. Within fifteen (15) days after receiving the written grievance, the Board or representative committee shall meet with the grievant for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three shall be rendered by the Board.

5.14 The Board shall give a written decision to the grievant and to the Association on Grievance Form E (see Appendix B) within ten (10) days of such meeting. Nothing contained above shall be construed as to prevent the Superintendent at Level Two, or the Board at Level Three, from requiring both parties, the grievant and his immediate supervisor or principal to be present.

5.15 Level Four - Impartial Arbitration

In the event that the grievant is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within ten (10) days after he/she has first met with the Board, he/she may, within five (5) days after a decision by the Board or fifteen (15) days after he has first met with Board or representative committee, whichever is sooner, present a request in writing to the Association President and the Chairman of such other Association Committee established to administer the grievance procedure to submit his/her grievance to arbitration. If the Association determines the grievance is meritorious and that submitting it to arbitration is in the best interest of the Berlin School System, it may submit the grievance to final and binding arbitration within fifteen (15) days of receipt of the request.

5.16 The Association and the Board shall select a single arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable

to agree on an arbitrator, the selection shall be made from a list submitted by the American Dispute Resolution Center, Inc.

5.17 The arbitration shall be conducted in accordance with the rules of the American Dispute Resolution Center, Inc. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board, the grievant, the President of the Association, and the Chairman of such other Association Committee established to administer the grievance procedure and shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of the Agreement. The arbitrator shall hear and decide only one (1) grievance at a time, provided however, that more than one grievance may be heard at any one time by agreement of the parties. The arbitrator's fee shall be shared equally by the Board and the Association.

5.18 Rights of Teachers to Representation

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant therein.

5.19 Any party in interest may be represented at all stages of the grievance procedure by the Association representative and may not be represented by a member of any teacher organization other than the Association. When a grievant is not represented by the Association, the Association shall have the right to be present.

5.20 Miscellaneous

If, in the judgment of the Association President and the Chairman of such other Association Committee established to administer the grievance procedure a grievance affects a group or class of members of the unit, the Association President and the Chairman of such other Association Committee established to administer the grievance procedure may submit such grievance in writing to the Superintendent or the designated representative of the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association President and the Chairman of such other Association Committee established to administer the grievance procedure may process such grievance through all levels of the grievance procedure even though the grievant does not wish to do so.

- 5.21 In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced if necessary by mutual consent so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 5.22 Decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest, and to the President of the Association. In the event of the failure by the administration to render a decision at Levels One, Two or Three such failure shall be deemed to be a denial of the grievance and shall permit the grievant to proceed to the next Level upon the expiration of the time limit for the filing of such decision.
- 5.23 Forms for filing grievances shall be those in the Appendix of this Agreement. All filing and distributing of said forms, requests and written decisions shall follow those specified in the grievance procedure as outlined in this Article. A copy of the grievance forms shall be attached to this Agreement as "Appendix B" and shall be used for the duration of this contract.
- 5.24 The President of the Association shall be notified not less than three (3) days by the Superintendent prior to any grievance hearing above Level One.
- 5.25 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE VI
AGENCY FEE

- 6.0 All teachers employed by the Berlin Board of Education shall, as a condition of employment, join the Association or pay a service fee to the Association. Such service fee shall be equal to a percentage of membership fee of the Association uniformly assessed of members for the cost of collective bargaining, contract administration and grievance adjustment, and shall be set and administered in accordance with law. The Association agrees to provide all teachers with an explanation of how the service fee is calculated, and a mechanism for resolving any disputes over the fee.
- a) The Berlin Board of Education agrees to deduct from each teacher an amount equal to the above-defined service fee by means of payroll deductions. The amount of the deductions from each

paycheck following resolution of any disputes over the amount of the fee shall be equal to the total service fee divided by the number of paychecks remaining in that fiscal year. The amount of the service fee shall be certified by the Association to the Board of Education prior to December 1st.

b) No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all full-time and part-time certified employees of the Board of Education. The Board shall notify the Association monthly of any changes in said list.

6.1 The Association agrees to indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligations under this Article. The Association shall have the right to compromise or settle any claim or lawsuit against the Board under this section.

ARTICLE VII

MAINTENANCE OF STANDARDS

7.0 Maintenance of Standards - The Board and the Association shall attempt in good faith to maintain the conditions of employment at the high standards as are in effect in the school system at the time this Agreement is signed.

7.1 The Berlin Board of Education agrees to use its best efforts, within existing facilities and budget limitations, to maintain the following guidelines for class size (excluding band, chorus and physical education classes):

K-2: Twenty (20) to twenty-four (24) students

3-5: Twenty (20) to twenty-five (25) students

6-12: Twenty (20) to thirty (30) students

ARTICLE VIII

WORKING CONDITIONS

8.0 All teachers shall be in their classrooms at least twenty (20) minutes before the opening of school in the morning, and shall remain in the building twenty (20) minutes after the close of school until the duties for the day have been completed. Arrangements may be made with the principal or designee for early departure. Upon specific request of the building principal, a teacher may be required to report or remain an additional 15

minutes when the needs of the school so dictate. All teachers may leave the building at the close of school to attend meetings of the B.E.A. and its committees or other job related functions. Early leaves for other reasons may be arranged with or granted by the immediate supervisor.

- 8.1 After School Meetings - The Board and the Association recognize the importance of meetings after school hours to better implement the educational programs of the schools. Attendance at these meetings shall be considered a professional obligation.
- 8.2 All meetings and workshops shall not exceed seventy-five (75) minutes past the close of the regular student school day. This limitation shall not apply to system-wide meetings. On early dismissal days, meetings shall commence no sooner than thirty (30) minutes after dismissal of students.
- 8.3 Preparation and Planning Periods
- The elementary classroom teacher will be allowed to leave his/her classroom during the time that a special subject area teacher is instructing his/her class. This time shall be used, either within or outside the classroom, for preparation and planning, or at teacher's discretion, for other school related activities. The Administration will use its best efforts to schedule planning time for elementary classroom teachers and specialists of at least twenty (20) continuous minutes daily, exclusive of the duty-free lunch period.
- 8.4 An effort shall be made to schedule classes in the secondary schools so that secondary school teachers shall not be required to teach more than two fields nor more than three teaching preparation classes.
- 8.5 The Board of Education will make every reasonable effort to hire substitutes for special subject area teachers when such teachers are absent.
- 8.6 All Berlin High School and McGee Middle School teachers shall have one unassigned period per day. This time shall be used either within or outside the classroom, for preparation and planning or at the teacher's discretion, for other school related activities.
- 8.7 Teachers' Responsibilities - The Board and the Association agree that a teacher's primary responsibility is to teach. The profession generally entails the performance of duties and the expenditure of time beyond the normal working day.
- 8.8 Non-Teaching Duties - The Board and the Association recognize that paraprofessionals and part-time clerical and non-teaching employees are

useful in order to implement the principle that a teacher's primary responsibility is to teach.

- 8.9 As used in this Agreement, the terms "transfer" and "reassignment" shall be defined as follows:

"Transfer": a move to a different school building;

"Reassignment": a new teaching position within the same school building.

- 8.10 Teacher Assignment - When possible, teachers shall be notified in writing of any change in their programs for the ensuing school year, including the school in which they will teach, and any special or unusual classes or assignment that they will have. This normally will be done prior to the close of the current school year, or as soon as possible when unusual circumstances exist.

- 8.11 Teachers shall be notified in writing of all non-athletic extracurricular assignments for the coming school year in the McGee Middle School and the Berlin High School not later than August 1, except in extenuating circumstances. Teachers shall be notified of all athletic extracurricular assignments prior to the start of each athletic season. The following timeline shall be used in making appointments for athletic extracurricular assignments, except in extenuating circumstances:

Fall Sports: Not later than August 1

Winter Sports: Not later than October 15

Spring Sports: Not later than December 15

- 8.12 To the extent possible, changes in grade assignments in the elementary schools and in subject assignment in the secondary schools, shall be voluntary. However, in each case, teacher assignments shall be based on the best interests of the district's educational program.

- 8.13 Teacher Transfers

Transfers shall be subject to the following rules:

- A. When a reduction in the number of teachers in a school is necessary, certified and experienced volunteers shall be transferred first. In no case shall a non-tenured teacher be voluntarily transferred in preference to a tenured teacher with appropriate certification and experience.

- B. When an involuntary transfer is necessary due to the elimination of a position (not involving teacher termination), the least senior person at the grade level in the building where the elimination takes place, shall be transferred, unless that teacher is in a State-required teacher preparation program for new teachers. If more than one such transfer takes place simultaneously, the choice of open positions shall be based on seniority.
- C. In no case shall a teacher be involuntarily transferred to a position outside his range of certification and experience within the Berlin School System. In the event of comparable certification and experience, seniority shall prevail among tenured teachers.
- D. An involuntary transfer shall be made only after an informal meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the transfer.
- E. A list of open positions in other schools shall be made available to all teachers being transferred, and preference shall be given in filling such positions on the basis of length of service in the system, subject to the provisions of sub-paragraph C.
- F. Teachers who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he desires to be transferred.
- G. Teachers who desire a change in grade and/or subject assignment within the same school shall file a written statement of such desire with the Superintendent and Principal or immediate supervisor not later than March 1.
- H. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later than the end of the preceding school year.
- I. For purposes of this Section, "experience" shall have the same definition as Section 8.15 - Reduction in Force.

8.14 Teaching Positions and Vacancies - All openings for teaching positions or vacancies and positions paying a salary differential, and all openings for specialists, shall be listed in a notice and posted in each school and

externally for five (5) days. If a vacancy occurs after the close of the school year, notice shall be sent by mail to those staff members who have made written request to be so notified.

8.15 Reduction In Force

In the event it becomes necessary to reduce the teaching staff, the following procedure shall be followed in selecting the teacher to be terminated:

- A. Non-tenured teachers shall be terminated on a system-wide basis, before tenured teachers within the same certification range.
- B. Among tenured teachers, the least senior teacher within the following categories shall be terminated:
 - 1. Elementary - Pre-Kindergarten through fifth grade;
 - 2. Middle - Sixth through Eighth grade;
 - 3. Secondary - Ninth through Twelfth grade - within the department where the position is eliminated.
 - 4. Positions requiring "specialist" certification, where the position requires a Master's degree in the area of certification, and involves teaching between experience categories (Pre-K-5, 6-8, 9-12) on a weekly basis.
- C. No teacher shall acquire "bumping" rights outside his category of teaching experience.
- D. For purposes of this section, and Section 8.13 - Teacher Transfers, "experience" shall mean teaching experience for at least one year during the preceding five year period at the relevant grade level, as presented in Paragraph B hereof (elementary, middle, secondary, specialists).
- E. For the purpose of this section, the term "Teacher" shall be as defined in Conn. Gen. Stat. §10-151 as amended from time to time, and the term "Seniority" shall include service as an administrator employed by the Berlin Board of Education.
- F. It is understood that the procedure set forth under Conn. Gen. Stat. §10-151 as amended from time to time is the exclusive remedy for any teacher aggrieved by the non-renewal or termination of his or her contract of employment. A complaint concerning such non-

renewal or termination shall not constitute a grievance under this agreement, and shall not be subject to the arbitration provisions of Article V.

8.16 Recall Procedure

- A. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such a list for twenty-four (24) months provided such teacher does not refuse a reappointment and provided such teacher applies in writing by registered mail for retention of his name on said list on or before March First of each year subsequent to his termination. The terminated teacher will receive from the Board of Education notice of all vacancies on the same day the notice is posted in each school.
- B. Recall will be based on a reversal of the reduction in force procedure.
- C. No new teacher shall be hired in a certification area until all teachers on the reappointment list with the certification have been recalled or decline the opening, assuming requirements have been met.

8.17 The teacher shall accept or reject the position in writing within ten (10) calendar days from written notice or three (3) calendar days from oral notification, whichever is earlier. If a teacher accepts the position, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.

8.18 The separation of a teacher pursuant to this procedure will constitute a break in service for purposes of accumulation of salary schedule increments and years of service as applied to teachers' retirement.

8.19 Seniority

- (a) Seniority shall be defined as continuous length of current service as a certified employee of the Berlin Board of Education.
- (b) Seniority shall commence at the time of signing the contract of employment in such period of current uninterrupted service.
- (c) Authorized leaves and periods of time on the recall list shall not be deemed breaks in service. Seniority shall accrue during paid leaves of any length, and during unpaid leaves for up to six months.

Seniority shall be suspended and shall not accrue during the portion of any unpaid leave extending beyond six (6) months, and during any period of time on the recall list.

- (d) Total length of certified experience as a certified employee of the Berlin Board of Education shall be used to determine seniority only if the foregoing is inconclusive.

8.20 Length of Service:

Notwithstanding anything in the current contract to the contrary,

- (a) For purposes of a determination of rights pursuant to, Longevity Increments and Severance Benefits, total (non-continuous) length of service as a certified employee of the Berlin Board of Education shall be determinative.
- (b) For purposes of determining total length of service in Berlin, State Teachers' Retirement Board records shall be conclusive.

8.21 Teacher Facilities - The Board and the Association agree that, at the earliest possible date, each school shall have the following facilities:

- (a) A room should be provided in each building to be utilized as a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- (b) An appropriately furnished room to be used as a faculty lounge;
- (c) An appropriately equipped room in each building to be used by specialists who work with individual children or small groups of children.

8.22 The Board agrees to provide each newly employed teacher with a copy of this Agreement upon hire. A copy of the parties' collective bargaining agreement shall be made available on the Berlin Public Schools' website.

ARTICLE IX
GENERAL PROVISIONS

9.0 Teacher Privacy

The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education except as it may interfere

with the teacher's responsibilities to and relationships with students and/or the school system.

9.1 No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material and has been given a copy. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file. The teacher shall sign the material placed in this file and such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

9.2 In no case shall any anonymous complaint be placed in any teacher's file.

9.3 Summer School Program and Adult Education Program

All openings for summer and adult school or either one of them shall be publicized for the regular staff. If in the opinion of the Superintendent, or his designee, the qualifications of two or more applicants are substantially equivalent, preference shall be given to qualified teachers currently employed by the Board.

ARTICLE X

LEAVES OF ABSENCE WITH PAY

10.0 Sabbatical Leave - Sabbatical Leave is defined as a year of study for which application may be made after six (6) consecutive years of service in the Berlin School System. Such leaves are designed to encourage improvement of instruction, supervision and administration. The prime purpose is a learning experience which will enable the teacher to do a better job.

10.1 No more than two (2) Sabbatical Leaves shall be granted in one (1) year.

10.2 Sabbatical Leaves with pay may be authorized by the Board of Education upon recommendation of the Superintendent.

10.3 Requests for Sabbatical Leave must be received by the Superintendent in writing before January of the school year preceding the year for which leave is requested.

- 10.4 Teachers on Sabbatical Leave will be paid at three-quarters of their annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's annual full salary.
- 10.5 The teacher on Sabbatical shall agree to return to employment in Berlin for a minimum of three (3) years following the Sabbatical Leave. If he/she terminates his/her employment before the end of the three year period, he/she must return his/her Sabbatical pay on a pro rata basis for those years not worked, over such three-year period.
- 10.6 The grantee may maintain membership in all educational organizations and associations of his choice. Said membership shall be paid according to the existing rules governing staff members.
- 10.7 Deductions for all optional fringe benefits may be made at his request.
- 10.8 The teacher on Sabbatical will receive credit on the salary schedule for the Sabbatical Year.
- 10.9 The applicant for Sabbatical must have a Master's degree. This requirement may be waived by the Board. It is understood that a Sabbatical Leave will not be granted in order to obtain minimal certification for any position to be acquired.
- 10.10 Sick Leave – Teachers shall be allowed fifteen (15) days absence during each school year with full pay. If these allocated days are not utilized in one year, they may be accumulated as provided under Connecticut General Statute, §10-156, or any successor statute, with the understanding that once a teacher has accumulated one-hundred eighty (180) days, he/she will continue to receive fifteen (15) days each year which are non-cumulative above the one-hundred eighty (180) days, but which can be used within the year granted without reducing the one-hundred eighty (180) days accumulated.
- 10.11 At the discretion of the building principal or his or her designee, an employee may use up to five (5) days yearly of the allowable sick days for the illness of the teacher's spouse, parent, child, mother-in-law, father-in-law or a member of the teacher's household, or of a member of the teacher's immediate family for whom the teacher has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process.
- 10.12 In the event that circumstances arise whereby a member of the unit exceeds the allotted number of days for any provisions above, sick leave may be

extended upon application by the teacher, recommendation of the Superintendent, and approval of the Board.

- 10.13 Each teacher shall be allowed a maximum of five (5) consecutive days absence during each school year for each instance of death of the employee's spouse, child or parent, or a maximum of three (3) consecutive days in each instance of the death of another member of the employee's immediate family, which shall include the employee's siblings, grandparents, spouse's parents or other relative of the employee who is domiciled in the employee's home, or a member of the teacher's family for whom the teacher has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process. In the event of extenuating circumstances, the Superintendent may, in the Superintendent's sole discretion, waive the requirement that such leave must be taken on consecutive days.

10.14 Days for Personal Affairs

All certified teachers shall be allowed not more than two (2) days for personal matters that cannot be addressed during non-school time. Examples of uses of personal leave are: attendance at a house closing; a required court appearance; attendance at a child's graduation ceremony or emergency matters that cannot be attended to during non-school time. All personal leave requests must be submitted to the teacher's building principal or Director of Pupil Personnel Services, as applicable, at least five (5) days in advance, except in the case of an emergency. All such requests must describe the reasons necessitating the request. All such requests shall be subject to the prior approval of the Superintendent or designee. These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable. If a teacher exhausts personal leave for observance of bona fide religious holy days, he or she will be entitled to up to an additional two (2) days leave.

10.15 Professional Days

The Board and the Association recognize that professional days are purposeful and result in the betterment of the educational process in Berlin. Professional days may be approved by the Supervising Administrator and the Superintendent upon written application by the teacher, stating the reason for seeking said professional day.

10.16 General Leave

A teacher may be allowed leave, upon the recommendation of the Superintendent and at the discretion of the Board, without loss of salary, to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year. In order to be considered for such leave, the teacher must request and receive approval from the Superintendent prior to applying for participation in the program of study.

Other extended leaves with or without salary, may be granted by the Board at its discretion, upon the recommendation of the Superintendent.

10.17 Parenthood Leave

- A. Maternity related disability leave pay shall not normally exceed six (6) weeks (30 days) of sick leave. Any need for maternity related sick leave in excess of six (6) weeks shall be fully explained to the Superintendent, in advance of the expiration of the six (6) week period, by the teacher's physician.
- B. A teacher may be granted, upon written request, submitted to the Superintendent, at least sixty (60) days in advance of commencement of leave, an extended leave without pay for purposes of childrearing. If such leave is granted, it shall commence immediately upon expiration of maternity related disability leave, if applicable, or otherwise on date of birth or adoption. Childrearing leave may be granted at the discretion of the Board, without discrimination between requests by male and female teachers, on such terms and conditions as may be imposed by the Board at the time of the request. If the leave commences before January 1, it shall end at the beginning of school in the following fall, except as otherwise determined by the Superintendent. If the leave commences after January 1, it shall end one year from the following fall, except as otherwise determined by the Superintendent. Notwithstanding any provision in this Agreement, the Board will comply with the provisions of the Family and Medical Leave Act.

10.18 Jury Duty

Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee. It is

understood that the staff member will notify the Superintendent immediately upon notification of such jury duty assignment.

10.19 Personal Injury

Whenever a teacher is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment by the Berlin Board of Education, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of such absence not to exceed fifteen (15) months from date of injury and no part of such absence shall be charged to his/her annual or accumulated sick leave.

10.20 Protection of Teachers from Damage Suits and Assaults

Board protection is to be provided in accordance with Connecticut General Statutes.

10.21 Association Leave - Negotiation, Grievance Representation, ULP Hearings

If the Board and the Association agree to schedule negotiating meetings during normal working hours of a school day, the Negotiating Committee of the Association, up to a maximum of six (6) members, shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings. When it is necessary, pursuant to the Grievance Procedure in Article V of this Agreement, for a school representative, member of the Committee on PR&R or other representative designated by the Association, to attend a grievance meeting or Labor Board hearing during a school day, up to two (2) people shall, upon notice to their supervisors and/or principals, be released without loss of pay as necessary, in order to permit participation in the foregoing activities. This privilege shall be limited to two (2) Association Representatives per grievance or ULP per day.

ARTICLE XI

PARENT TEACHER CONFERENCES

11.0 Teachers are expected to be available for parent conferences, including at least two (2) evening parent conference sessions at all schools in the district, all of which will be scheduled as determined by the Administration.

ARTICLE XII
SEVERABILITY

- 12.0 If any portion of this Agreement is ruled invalid for any reason by any authority of competent legal jurisdiction, a portion of the agreement shall be deleted and the remainder of this Agreement shall remain in full force and effect.

ARTICLE XIII
MISCELLANEOUS

- 13.0 The parties agree that all points covered hereinabove constitute the full and complete agreement between them. Each party has been fully represented and had adequate opportunity to make proposals and counterproposals and neither shall be required, without its consent, to bargain further on any matter.
- 13.1 No individual employee in the bargaining unit or unauthorized representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.
- 13.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 13.3 This Agreement shall be binding upon the Board and the Association from the first day of July, 2013, and shall continue in full force and effect until midnight June 30, 2016.
- 13.4 All references herein to gender shall be interchangeable where the context so requires.

ARTICLE XIV
JUST CAUSE

- 14.1 No teacher shall be suspended or be reduced in rank or compensation or denied an increment for disciplinary reasons, without just cause. A teacher shall receive a written statement of reasons for any such action.
- 14.2 Any substantive complaint received by the administration which is made against a teacher by any parent or student shall promptly be called to the attention of the teacher.

Signed for the Berlin Board of Education

Jay R. Zeln
President, BERLIN BOARD OF EDUCATION

Date 11/26/12

Signed for the Berlin Education Association

Gene T. Clay
Co-President, BERLIN EDUCATION ASSOCIATION

Date 11/20/12

Gracelys Brady
Co-President, BERLIN EDUCATION ASSOCIATION

Date 11/20/12

Jean Petroski
Chairperson, BERLIN EDUCATION ASSOCIATION NEGOTIATING COMMITTEE

Date 11/20/12

APPENDIX A

SALARY SCHEDULES

2013-14 SALARY SCHEDULE

Step	BA	MA	6TH	Ph.D.
1				
2	43,326	47,742	50,392	52,952
3	44,782	49,449	52,192	54,851
4	46,292	51,214	54,063	56,818
5	47,850	53,048	56,000	58,858
6	49,465	54,947	58,011	60,973
7	51,140	56,918	60,095	63,169
8	52,871	58,962	62,256	65,442
9	55,309	61,954	65,469	69,090
10	58,292	65,979	69,189	72,073
11	61,356	69,945	72,710	75,191
12	65,646	74,719	76,798	79,171
13		80,193	80,630	83,443
14			85,878	88,735

There shall be no step advancements during the 2013-14 contract year.

2014-15 SALARY SCHEDULE

Step	BA	MA	6TH	Ph.D.
1				
2	45,315	49,933	52,705	55,382
3	46,837	51,719	54,588	57,369
4	48,417	53,565	56,544	59,426
5	50,046	55,483	58,570	61,560
6	51,735	57,469	60,674	63,772
7	53,487	59,531	62,853	66,068
8	55,298	61,668	65,114	68,446
9	57,848	64,798	68,474	72,261
10	60,968	69,007	72,365	75,381
11	64,172	73,155	76,047	78,642
12	67,156	78,149	80,323	82,805
13		82,037	84,331	87,273
14			87,853	90,776

There shall be no step advancements during the 2014-15 contract year.

2015-16 SALARY SCHEDULE

Step	BA	MA	6TH	Ph.D.
1				
2	45,338	49,958	52,731	55,410
3	46,860	51,745	54,615	57,398
4	48,441	53,592	56,572	59,456
5	50,071	55,511	58,599	61,591
6	51,761	57,498	60,704	63,804
7	53,514	59,561	62,884	66,101
8	55,326	61,699	65,147	68,480
9	57,877	64,830	68,508	72,297
10	60,998	69,042	72,401	75,419
11	64,204	73,192	76,085	78,681
12	68,398	78,188	80,363	82,846
13		83,555	84,373	87,317
14			89,478	92,455

Effective at the beginning of the 2015-16 contract year, each teacher not on the maximum step of the salary schedule shall advance one step on the salary schedule.

LONGEVITY INCREMENTS: \$150 after 15 years of teaching service in Berlin.
Total of \$325 after 20 years of teaching service in Berlin.
Total of \$600 after 25 years of teaching service in Berlin.
Total of \$950 after 30 years of teaching service in Berlin.

Longevity increments will be paid only to teachers hired by the Board on or before June 30, 2001.

INSURANCE BENEFITS

A. The Board shall provide all full-time certified teaching personnel with the following options for health insurance coverage, or comparable coverage:

- A preferred provider organization (PPO) plan.
- High Deductible/H.S.A. plan

The coverage provided is full family coverage, unless otherwise noted. The maximum age for dependents for the dental rider shall be 25.

The PPO plan will include the following elements:

	2013-14	2014-15	2015-16
Office Visit Co-pay	\$30	\$30	\$30
Urgent Care Co-pay	\$100	\$100	\$125
Emergency Room Co-pay	\$150	\$150	\$175
Inpatient Hospitalization Co-pay	\$400	\$400	\$400
Outpatient Surgery Co-pay	\$175	\$175	\$200
High End Imaging	\$75 (Max \$325)	\$75 (Max \$325)	\$75 (Max \$325)
<i>Out-of-network services</i>			
Deductible	\$400/800/1000	\$400/800/1000	\$400/800/1000
Co-insurance	\$1600/3200/4000	\$1600/3200/4000	\$1600/3200/4000
Out-of-pocket Maximum	\$2000/4000/5000	\$2000/4000/5000	\$2000/4000/5000
<i>Prescription Drug Coverage</i>	Managed Drug Edits (MP2)	Managed Drug Edits (MP2)	Managed Drug Edits (MP2)
Retail	\$10/25/45	\$10/25/45	\$10/25/45
Mail Order	\$20/50/90	\$20/50/90	\$20/50/90
Retail Duration	30 days	30 days	30 days
Mail Order Duration	90 days	90 days	90 days
Maximum	\$1500, with rollover to out-of-network	\$1500, with rollover to out-of-network	\$1500, with rollover to out-of-network

The High Deductible/H.S.A. plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$4,000/8,000	
Lifetime Maximum	Unlimited	\$1,000,000

The Board will fund fifty percent (50%) of the applicable HSA deductible amount (with pro-rated funding of the deductible for part-time teachers):

The Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

B. Each eligible teacher shall be entitled to select, at the beginning of the enrollment year, the plan (as described in Section A above) in which he/she wishes to enroll.

Each teacher shall pay the following percentage of the premiums for the plan which he/she selects:

	2013-14	2014-15	2015-16
PPO Plan	18.5%	19.5%	20.5%
H.S.A.	15.5%	16.5%	17.5%
Dental Plan	18.5%	19.5%	20.5%

(The contributions for all plans shall be based upon the allocation rates.)

During the course of each school year, teachers shall pay their insurance premium contributions for the period September 1 through August 31. In order to transition to this modified payment timeline, teachers will pay for fourteen months of insurance

premium contributions during the 2013-14 school year only. (For July and August of 2013, and September 1, 2013 through August 31, 2014).

C. The Board shall maintain a plan under Section 125 of the Internal Revenue Code, in order to allow teachers to pay their insurance premium contributions on a pre-tax basis. The Board shall also make available on an optional basis, a Section 125 Flexible Spending Account for Medical Care Reimbursement (subject to a \$2,500 per year maximum) and for Dependent Care (subject to IRS limits). Teachers participating in the Section 125 Flexible Spending Account for Medical Care Reimbursement and/or Dependent Care shall be responsible for paying all associated administrative costs.

D. The Board shall provide group life insurance to each full-time certified teacher in the amount of \$30,000. Non-tenured teachers shall have the option to purchase, at a cost to be shared equally by the Board and the teacher, an additional \$10,000 worth of life insurance. Tenured teachers shall have the option to purchase, at a cost to be shared equally by the Board and the teacher, an additional \$30,000 worth of life insurance.

E. Retired employees may participate in the Board's group medical insurance program at their own cost to the extent required by law provided payments are received thirty (30) days prior to the month covered. For purposes of this paragraph, "retired employees" are those employees who, upon termination of their services as teachers with the Berlin Board of Education, receive immediate benefits under the Connecticut Teachers' Retirement Act.

F. There shall be no change in the present insurance benefits set forth in Appendix A except by agreement of the parties. In the event the Board finds that it can provide substantially equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Association for such change. The Association shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to the alternative carrier, a mutually agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within 10 days of a request by either party to arbitrate, the American Dispute Resolution Center, Inc. shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

SEVERANCE PAY

Severance pay in the amount of \$500 shall be made upon death of any teacher who had completed fifteen (15) years of continuous employment by the Berlin Board of Education as of June 30, 2007.

Leaves granted by the Board of Education will not break this service.

SERVICE TIME

\$100 for each two (2) years of active service in the armed forces of the United States and \$50 for each year thereafter to a maximum of four (4) years service. When the maximum on the salary scale is reached, this benefit shall terminate.

SUBSTITUTES

- A. The rates of pay for substitute teachers shall be determined by the Board. Prompt notification of the written Board policy on substitute pay and any subsequent changes in that written policy will be forwarded to the B.E.A. This paragraph is not subject to the provisions of the binding arbitration level of the grievance procedure.
- B. Substitutes filling in for long-term illness or leave of one (1) teacher for more than forty (40) continuous school days shall be placed on the appropriate step of the salary schedule.
- C. In the event that a substitute for elementary (K-5) art, music, or physical education cannot be obtained, the teacher assigned to supervise such class or any portion thereof, will be paid for such duty in accordance with the following pay schedule.

In the event that a substitute cannot be obtained for the McGee Middle School or High School, the teacher assigned to supervise or who agrees to teach such class or classes or any portion thereof during a planning period, will be paid for such duty in accordance with the following pay schedule.

Payment for such duty shall be made within 30 days.

Teachers assigned to supervise shall be paid:

- \$21.00 if supervision exceeds 30 minutes
- \$15.00 if supervision is 30 minutes or less.

A teacher who volunteers to teach such a class shall be paid \$50.00 per class.

STIPEND FOR MULTIPLE SUBJECT AREA CERTIFICATION ENDORSEMENTS
AT SECONDARY LEVEL

Teachers who are assigned to teach grades 7-12 and who hold a Connecticut teaching certification endorsement in more than one subject area shall receive an additional stipend in the total amount of \$500 per year during each year in which they actually teach in grades 7-12 and utilize more than one (1) such endorsement in fulfilling his/her teaching assignment. For the purposes of this contract section, the following (and only the following) shall be considered distinct subject areas for certification purposes:

Art, Pre-Kindergarten Through Grade 12 (042)
Biology, Grades 7 Through 12 (030)
Business, Grades 7 Through 12 (010)
Comprehensive Special Education, Pre-Kindergarten Through Grade 12 (065)
Comprehensive Special Education, Kindergarten Through Grade 12 (265, *165)
Chemistry, Grades 7 Through 12 (031)
Earth Science, Grades 7 Through 12 (033)
English, Grades 7 Through 12 (015)
French, Grades 7 Through 12 (018)
General Science, Grades 7 Through 12 (034)
Health, Pre-Kindergarten Through Grade 12 (043)
History and Social Studies, Grades 7-12 (026)
Home Economics, Pre-Kindergarten Through Grade 12 (045)
Mathematics, Grades 7 Through 12 (029)
Music, Pre-Kindergarten Through Grade 12 (049)
Physical Education, Pre-Kindergarten Through Grade 12 (044)
Physics, Grades 7 Through 12 (032)
Remedial Reading & Remedial Language Arts, Grades 1 Through 12 (102)
Russian, Grades 7 Through 12 (022)
Spanish, Grades 7 Through 12 (023)
Teaching English to Speakers of Other Languages, Pre-Kindergarten Through Grade 12 (111)
Technology Education, Pre-Kindergarten Through Grade 12 (047)

Notwithstanding the foregoing, the Board shall have the right to add subject area endorsements to those set forth above in the event that the Board decides to offer courses to students in subject areas not offered in Berlin as of June 30, 2001 and not covered by the certification endorsements set forth above.

NATIONAL CERTIFICATION STIPEND

Any teacher who earns National Board Certification as a teacher shall receive a stipend of \$1,000 for each year during which the teacher maintains such certification.

STIPENDS FOR EXTRA DUTIES

	2013-2014	2014-2015	2015-2016
	STIPEND		
Department Supervisor Positions (K-12)			
(Require endorsement #092 and must work an additional 10 days*)			
Guidance	\$7,276	\$7,610	\$7,614
Department Coordinator Positions (K-12)			
(Non-supervisory positions; require 5 additional days)			
Art	\$5,457	\$5,707	\$5,710
Music	\$5,457	\$5,707	\$5,710
Physical Education/Health	\$5,457	\$5,707	\$5,710
Department Supervisor Positions (9-12)			
(Require endorsement #092 and must work an additional 10 days*)			
English	\$7,276	\$7,610	\$7,614
Mathematics	\$7,276	\$7,610	\$7,614
Science	\$7,276	\$7,610	\$7,614
Social Studies	\$7,276	\$7,610	\$7,614
Special Education	\$7,276	\$7,610	\$7,614
Technology Education, Family & Consumer Sciences, Business & Finance Technology	\$6,679	\$6,986	\$6,989
World Languages	\$6,679	\$6,986	\$6,989
(* persons serving in position without 092 receive 75% of stipend and must work additional 5 days)			
Department Coordinator Positions (9-12)			
(Non-supervisory position)			
Guidance	\$3,206	\$3,353	\$3,355
Physical Education/Health	\$3,206	\$3,353	\$3,355
Net	\$3,206	\$3,353	\$3,355
Coordinator Positions (6-8)			
(Non-supervisory position)			
Team Leader	\$3,206	\$3,353	\$3,355
Dept. Coordinator/Math	\$3,206	\$3,353	\$3,355
Dept. Coordinator/Social Studies	\$3,206	\$3,353	\$3,355
Dept. Coordinator/ I. L. A.	\$3,206	\$3,353	\$3,355
Dept. Coordinator/ Science	\$3,206	\$3,353	\$3,355
Dept. Coordinator/ Special Education	\$3,206	\$3,353	\$3,355
Elementary Positions			
Acting Principal (Endorsement #092)- Hubbard	\$4,186	\$4,378	\$4,380

2013-2014 2014-2015 2015-2016

District wide

BEST Mentors \$566 \$592 \$592

Support Personnel

BHS Guidance Dept. Head - 5 Days/Summer \$1,427 \$1,492 \$1,493
 BHS Guidance Counselors-15 Days/Summer \$4,278 \$4,474 \$4,476
 BHS Writing Portfolio Coordinator \$3,505 \$3,666 \$3,668
 BHS Webmaster \$1,299 \$1,359 \$1,360
 BHS CAPT/Assessment Coordinator \$3,505 \$3,666 \$3,668
 BHS AV Coordinator \$1,339 \$1,400 \$1,401
 BHS Awards & Scholarships \$2,403 \$2,513 \$2,514

 McGee Writing Coordinator \$1,602 \$1,676 \$1,677
 McGee Webmaster \$1,299 \$1,359 \$1,360
 McGee AV Coordinator \$1,339 \$1,400 \$1,401
 McGee Science Lab/Supplies Coordinator \$1,339 \$1,400 \$1,401

 Elementary Writing Coordinators (each school) \$1,602 \$1,676 \$1,677
 Elementary Webmaster (each school) \$1,299 \$1,359 \$1,360
 Elementary Computer Coordinators (each school) \$1,067 \$1,116 \$1,117
 Elementary AV Coordinators (each school) \$1,067 \$1,116 \$1,117
 Elementary Science Supply Coordinator (each school) \$1,339 \$1,400 \$1,401

 K-12 Curriculum Mapping Coordinator \$3,505 \$3,666 \$3,668
 K-12 English Language Learner Coordinator \$2,402 \$2,512 \$2,513
 K-8 Math Coordinator (10 Days/Summer) \$2,855 \$2,986 \$2,987
 Pupil Personnel Services Department Support \$4,278 \$4,474 \$4,476

Detention Supervisors-Hourly

BHS Maximum Payment \$7,214 \$7,545 \$7,549
 BHS/McGee Hourly Rate \$33.28 \$34.81 \$34.83

Support Personnel-Hourly

Professional Development Presenters \$53.26 \$55.70 \$55.73
 Alternate Evening High School-Teacher \$42.17 \$44.11 \$44.13
 SPRINT Program (McGee) - Teacher \$33.28 \$34.81 \$34.83
 Curriculum Writing \$33.28 \$34.81 \$34.83
 Adult Education \$33.28 \$34.81 \$34.83
 Driver's Education \$33.28 \$34.81 \$34.83
 Summer School Teachers \$40.00 \$41.84 \$41.85
 Summer School (Related Service Providers) \$50.00 \$52.30 \$52.32
 Homebound Teachers \$33.28 \$34.81 \$34.83
 After-school Enrichment Instructor (Elementary) \$33.28 \$34.81 \$34.83

DIRECTORS AND ADVISORS

Berlin HS-Directors

Band Director	\$5,215	\$5,454	\$5,457
Band Assistants (2, each)	\$3,389	\$3,545	\$3,547
Jazz Band	\$1,720	\$1,799	\$1,800
Choral Director	\$1,869	\$1,955	\$1,956
Madrigal Singers	\$1,720	\$1,799	\$1,800
Drama Club	\$3,389	\$3,545	\$3,547
Musical	\$3,389	\$3,545	\$3,547
Talent Show	\$669	\$700	\$700

Berlin HS Advisors

Drill Team/Color Guard	\$3,870	\$4,048	\$4,050
Yearbook	\$3,818	\$3,993	\$3,995
National Honor Society	\$1,720	\$1,799	\$1,800
Math Team	\$1,202	\$1,257	\$1,258
Newspaper	\$1,202	\$1,257	\$1,258
Science Research Club	\$1,202	\$1,257	\$1,258
WERB Radio	\$1,202	\$1,257	\$1,258
Student Council (2, each)	\$862	\$902	\$902
Senior Class (2, each)	\$1,720	\$1,799	\$1,800
Junior Class (2, each)	\$1,202	\$1,257	\$1,258
Sophomore Class (2, each)	\$669	\$700	\$700
Freshman Class (2, each)	\$669	\$700	\$700
Homecoming	\$669	\$700	\$700
Youth and Government Club	\$669	\$700	\$700
Ophelia Club	\$669	\$700	\$700
Literary Magazine	\$669	\$700	\$700
Service League	\$669	\$700	\$700
Future Teachers Club	\$669	\$700	\$700
Business Club	\$669	\$700	\$700
Red Cross Club	\$669	\$700	\$700
International Club	\$669	\$700	\$700
Student Assembly Coordinator	\$669	\$700	\$700
Acoustics Club	\$669	\$700	\$700
GLASS	\$669	\$700	\$700
SAT Prep Course-Math	\$312	\$326	\$326
SAT Prep Course-English	\$312	\$326	\$326
SAT Prep Course-Writing	\$312	\$326	\$326

Other (Dictated by student interest)

MUST DISCUSS WITH BEA PRIOR TO POSTING

2013-2014 2014-2015 2015-2016

McGee – Directors

Band Director	\$2,824	\$2,954	\$2,955
Choral Director	\$1,068	\$1,117	\$1,118
Musical	\$1,720	\$1,799	\$1,800
Talent Show	\$669	\$700	\$700

McGee – Advisors

Student Council	\$1,178	\$1,232	\$1,233
Yearbook	\$1,178	\$1,232	\$1,233
Math Counts	\$669	\$700	\$700

Other (Dictated by student interest)

MUST DISCUSS WITH BEA PRIOR TO POSTING

Elementary

Talent Show	\$669	\$700	\$700
After-school Enrichment Coordinator (per eight-week session)	\$507	\$530	\$530
Student Council	\$334	\$349	\$349
Choral Director	\$334	\$349	\$349

Other (Dictated by student interest)

MUST DISCUSS WITH BEA PRIOR TO POSTING

2013-2014 2014-2015 2015-2016

EVENT SUPERVISORS

BERLIN HIGH SCHOOL

Rates are per person per event.

Home Evening Football, Soccer, Softball, Baseball	\$54.37	\$56.87	\$56.90
Away Evening Football	\$63.24	\$66.14	\$66.17
Evening Volleyball	\$36.62	\$38.30	\$38.32
Boys JV/V basketball	\$61.02	\$63.82	\$63.85
Girls JV/V basketball	\$43.27	\$45.26	\$45.28
Evening grade 9 basketball	\$36.62	\$38.30	\$38.32
Wrestling (per session)	\$52.15	\$54.54	\$54.57
Dance	\$65.46	\$68.46	\$68.49
Talent Show	\$52.15	\$54.54	\$54.57
Play/Musical	\$52.15	\$54.54	\$54.57
Prom/Ball	\$61.02	\$63.82	\$63.85
Concert	\$44.38	\$46.42	\$46.44
Graduation	\$61.02	\$63.82	\$63.85

	2013-2014	2014-2015	2015-2016
<u>EVENT SUPERVISORS</u>			
Sports Award	\$43.27	\$45.26	\$45.28
Cross Country	\$53.26	\$55.70	\$55.73
Evening Pep Rally	\$35.51	\$37.14	\$37.16

MC GEE MIDDLE SCHOOL

Rates are per person per event.

Basketball	\$52.15	\$54.54	\$54.57
Wrestling	\$52.15	\$54.54	\$54.57
After School Dances	\$44.38	\$46.42	\$46.44
Evening Dances	\$65.46	\$68.46	\$68.49
Talent Show	\$44.38	\$46.42	\$46.44
Musical	\$44.38	\$46.42	\$46.44
Concert	\$44.38	\$46.42	\$46.44

ELEMENTARY SCHOOLS

Rates are per person per event.

Winter Concert	\$34.39	\$35.97	\$35.99
Spring Concert	\$34.39	\$35.97	\$35.99

COACHING SALARIES

2013-2014 2014-2015 2015-2016

BERLIN HIGH SCHOOL

Coaches			
Head Football	\$6,882	\$7,198	\$7,202
Football Asst. (each)	\$4,473	\$4,678	\$4,680
Head Basketball (M)	\$6,882	\$7,198	\$7,202
Basketball Asst. (each)	\$4,473	\$4,678	\$4,680
Head Basketball (W)	\$6,882	\$7,198	\$7,202
Basketball Asst. (each)	\$4,473	\$4,678	\$4,680
Baseball	\$6,022	\$6,298	\$6,301
Baseball Asst. (each)	\$3,912	\$4,092	\$4,094
Lacrosse Coach Women's	\$6,022	\$6,298	\$6,301
Lacrosse Asst. Varsity			
Lacrosse Asst. (each)	\$3,912	\$4,092	\$4,094
Lacrosse Coach Men's	\$6,022	\$6,298	\$6,301
Lacrosse Asst. Varsity			
Lacrosse Asst. (each)	\$3,912	\$4,092	\$4,094

COACHING SALARIES

2013-2014 2014-2015 2015-2016

Soccer (M)	\$6,022	\$6,298	\$6,301
Soccer Asst.	\$3,912	\$4,092	\$4,094
Soccer (W)	\$6,022	\$6,298	\$6,301
Soccer Asst.	\$3,912	\$4,092	\$4,094
Softball	\$6,022	\$6,298	\$6,301
Softball Asst. (each)	\$3,912	\$4,092	\$4,094
Swimming (W)	\$6,022	\$6,298	\$6,301
Swimming Asst. (W)	\$3,912	\$4,092	\$4,094
Swimming (M)	\$6,022	\$6,298	\$6,301
Swimming Asst.	\$3,912	\$4,092	\$4,094
Track (M)	\$6,022	\$6,298	\$6,301
Track Asst.	\$3,912	\$4,092	\$4,094
Track (W)	\$6,022	\$6,298	\$6,301
Track Asst.	\$3,912	\$4,092	\$4,094
Wrestling	\$6,022	\$6,298	\$6,301
Wrestling Asst. (each)	\$3,912	\$4,092	\$4,094
Volleyball (W)	\$5,592	\$5,849	\$5,852
Volleyball Asst.	\$3,635	\$3,802	\$3,804
Cross Country	\$5,161	\$5,398	\$5,401
Cross Country Asst.	\$3,355	\$3,509	\$3,511
Golf (M)	\$5,161	\$5,398	\$5,401
Golf Asst. (M)	\$3,355	\$3,509	\$3,511
Golf (W)	\$5,161	\$5,398	\$5,401
Golf Asst. (W)	\$3,355	\$3,509	\$3,511
Tennis (M)	\$5,161	\$5,398	\$5,401
Tennis (W)	\$5,161	\$5,398	\$5,401
Indoor Track	\$5,161	\$5,398	\$5,401
Ind. Track Asst.	\$3,355	\$3,509	\$3,511
Cheerleading	\$3,870	\$4,048	\$4,050
Cheerleading Asst.	\$2,516	\$2,631	\$2,632

COACHING SALARIES**2013-2014 2014-2015 2015-2016**

Unified Sports (hourly) \$36.62 \$38.30 \$38.32

Intramurals (hourly) \$33.28 \$34.81 \$34.83

MCGEE MIDDLE SCHOOL

Middle School Athletic Liaison \$2,797 \$2,925 \$2,927

Coaches

Baseball \$3,870 \$4,048 \$4,050

Baseball Assistant \$2,516 \$2,631 \$2,632

Basketball (M) \$3,870 \$4,048 \$4,050

Basketball Asst.(1/2) \$2,516 \$2,631 \$2,632

Basketball Asst.(1/2)

Basketball (W) \$3,870 \$4,048 \$4,050

Basketball Asst. \$2,516 \$2,631 \$2,632

Cross Country \$3,870 \$4,048 \$4,050

Cross Country Assistant \$2,516 \$2,631 \$2,632

Soccer (M) \$3,870 \$4,048 \$4,050

Soccer (W) \$3,870 \$4,048 \$4,050

Softball \$3,870 \$4,048 \$4,050

Softball Asst. \$2,516 \$2,631 \$2,632

Track (M) \$3,870 \$4,048 \$4,050

Track (W) \$3,870 \$4,048 \$4,050

Track Asst \$2,516 \$2,631 \$2,632

Wrestling \$3,870 \$4,048 \$4,050

Wrestling Asst \$2,516 \$2,631 \$2,632

Unified Sports (hourly) \$36.62 \$38.30 \$38.32

Intramurals (hourly) \$33.28 \$34.81 \$34.83

ELEMENTARY SCHOOLS

Recess Fitness Activities Coordinator (hourly) \$33.28 \$34.81 \$34.83

TYPE OR PRINT

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(To be completed by grievant)

GRIEVANT _____

DATE OF FORMAL PRESENTATION _____

HOME ADDRESS
OF GRIEVANT _____

SCHOOL _____ PRINCIPAL _____

YEARS IN SCHOOL SYSTEM _____ SUBJECT AREA OR GRADE _____

NAME OF ASSOCIATION
SCHOOL REPRESENTATIVE _____

CONTRACT ARTICLE(S) AND SECTION(S), RULES, REGULATIONS,
ADMINISTRATIVE DIRECTIVES OR POLICIES OF THE BOARD CLAIMED TO
HAVE BEEN VIOLATED: _____

ACTION OR CONDITION WHICH CONSTITUTED THE VIOLATION:

DATES ON WHICH THE VIOLATION OCCURRED, IF KNOWN:

REQUESTED REMEDY:

Signature of Grievant

TYPE OR PRINT

GRIEVANCE FORM B

DECISION OF PRINCIPAL

(To be completed by principal, or
other appropriate administrator)

GRIEVANT _____

DATE OF FORMAL GRIEVANT PRESENTATION _____

SCHOOL _____

PRINCIPAL (OR OTHER ADMINISTRATOR) _____

DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS
THEREFOR:

DATE OF
DECISION _____

Signature of Principal

GRIEVANT'S RESPONSE: (To be completed by grievant)

/ / I accept the above decision of principal (or other administrators)

/ / I hereby refer the above decision to the Association's Professional Rights and
Responsibilities Committee for appeal to the Superintendent of Schools.
(Original to be filed with Superintendent of Schools).

DATE OF RESPONSE _____

Signature of Grievant

TYPE OR PRINT

GRIEVANCE FORM C

REFERRAL BY PR&R COMMITTEE

(To be completed by Association
PR&R Committee Chairman)

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

CHAIRMAN OF
PR&R COMMITTEE _____

DATE REFERRAL RECEIVED
BY PR&R _____

OPINION OF ASSOCIATION PR&R COMMITTEE AND REASONS THEREFORE:
(OPTIONAL) _____

// The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

DATE OF REFERRAL _____

Signature of PR&R Chairman

APPENDIX B (Continued)

TYPE OF PRINT

GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by Superintendent of Schools)

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

DATE APPEAL RECEIVED
BY SUPERINTENDENT _____

DATE HEARING HELD
BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF
DECISION _____

Signature of Superintendent

GRIEVANT'S RESPONSE: (To be completed by grievant)

// I accept the above decision of the Superintendent of Schools.

// I hereby appeal, through the Association PR&R Committee, to the Board of
Education.

DATE OF
RESPONSE _____

Signature of Grievant

TYPE OR PRINT

GRIEVANCE FORM E

REVIEW BY BOARD OF EDUCATION

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

PR&R COMMITTEE REFERRAL TO BOARD:

/ / The attached grievance is hereby appealed to the Board of Education for a review
and hearing.

DATE OF
REFERRAL TO BOARD _____

Signature of PR&R Chairman

BOARD RESPONSE:
(To be completed by Board of Education)

DATE APPEAL RECEIVED
BY BOARD OF EDUCATION _____

DATE HEARING HELD BY
BOARD OF EDUCATION _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF
DECISION _____

Signature of Board

Chairman

GRIEVANT'S RESPONSE: (To be completed by grievant)

/ / To accept the above decision of the Board of Education.

// I hereby request that the Association submit this grievance to arbitration.

DATE OF
RESPONSE _____

Signature of Grievant

TYPE OR PRINT

GRIEVANCE FORM F

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President and
PR&R Committee Chairman)

GRIEVANT _____

DATE OF FORMAL
GRIEVANT PRESENTATION _____

ASSOCIATION
PRESIDENT _____

DATE REQUEST RECEIVED
FOR ARBITRATION _____

DETERMINATION BY ASSOCIATION:

The Association, through its PR&R Committee, has determined that this grievance is not meritorious
/ / and/or that submitting it to arbitration is not in the best interests of the school system.

The Association, through its PR&R Committee, has determined that this grievance is meritorious and
/ / that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

DATE OF
DETERMINATION _____

Chairman

Signature of PR&R

Signature of Association President

DESIGNATION OF ARBITRATOR: (To be completed by Board and Association President)

/ The parties have agreed upon and selected _____
(name of arbitrator)
/ / as the arbitrator to whom the appended grievance is hereby submitted.

DATE OF DESIGNATION _____

Signature of Association President

Signature of Board Chairman

Memorandum of Agreement

Berlin Board of Education
and
Berlin Education Association

High School Course Load

To the extent that the Board maintains an eight-period schedule at the high school, the Board shall have the right to assign teachers to teach a sixth class as needed. Prior to assigning a teacher to teach a sixth class, the Board shall first seek volunteers to teach a sixth class. Sixth class assignments will not be used for the purposes of layoffs.

In the event that a teacher is assigned to teach a sixth class, the teacher will be relieved of all duties and will be paid an additional 15% of the teacher's salary rate for the time during which the teacher teaches the sixth class.

Berlin Board of Education:

By:

Date:

Jerry R. Rubin
11/20/12

Berlin Education Association

By:

Date:

Deane J. Cley
11/20/12

Memorandum of Agreement

Berlin Board of Education
and
Berlin Education Association

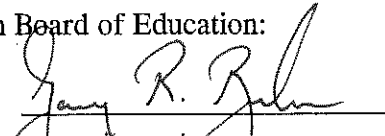
Meetings Regarding High Deductible Health Plan/Health Savings Account

The Berlin Board of Education and the Berlin Education Association agree that in the Spring of 2013, all teachers will participate in a mandatory meeting concerning the H.S.A./High Deductible Health Insurance Plan. The meeting will occur during a regularly scheduled faculty meeting.

Berlin Board of Education:

By:

Date:

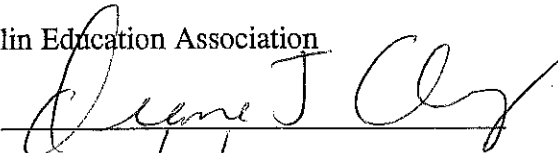


11/26/12

Berlin Education Association

By:

Date:



11/20/12