**MEMORANDUM OF AGREEMENT**

The Negotiating Subcommittees of the Somerset School Committee and the Somerset-Berkley Regional School Committee (hereinafter “the Committees”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the School Committees to whom each Subcommittee agrees to recommend acceptance, and the Negotiating Team of Somerset Teachers Association, (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from September 1, 2011 through August 31, 2014.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2009 to August 31, 2011 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from September 1, 2011 through August 31, 2014.

2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreements unless otherwise provided for in this document.

3. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

4. Preamble. The “Preamble” shall be amended to include the Somerset-Berkley Regional School Committee with the inclusion of language indicating that both employers are referred to collectively as “the Committees”.

5. Where applicable throughout the contract, references to Somerset shall be modified to reflect a joint employer agreement (i.e., Somerset School Committee and Somerset-Berkley Regional School Committee).

6. Article IV, A(1). Insert the dollar amount of life insurance as “($4,000.00)”.

7. Article IV, A(4). (New sub-section). Add the following new language: **“**Employees shall be responsible for paying one hundred percent (100%) of the premium for whichever dental plan is in effect.”

8. Article XIII, § L. (New Section). Add the following new language: “Coordinators whose position is 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.”

9. Article XIII, § M. (New Section). Add the following new language: “Coordinators whose position is not eliminated but who wish 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.”

10. Article XVII, Section D. Delete the existing language in sub-sections (1) and (2) and replace with the following new language: “Somerset Middle School shall be scheduled on the basis of an eight-period day, such periods being scheduled within a six-day cycle. The schedule to be implemented shall be the one recommended by the Somerset Middle School Scheduling Committee.

1. Over the course of the six-day cycle, middle school teachers shall, in addition to their lunch period, have one preparation period every day, during which they shall not be assigned to any other duties.
2. During the six-day cycle, middle school teachers shall have six-duty periods.
3. Middle school teachers shall be assigned six (6) planning periods per six (6) - day cycle. Planning periods may be used for a variety of planning activities, including but not limited to, team planning, co-teacher planning, curriculum coordinator planning, data review planning, administrator planning, and curriculum alignment/review planning.
4. The normal middle school teaching load shall be thirty (30) forty-four minute periods per six (6) day cycle. It is acknowledged that because of scheduling difficulties, individual teaches may be required to exceed thirty periods and/or that certain teachers may be assigned to less than thirty periods per six (6) day cycle. The scheduling of teaching periods in excess of the prescribed number shall result in the associated reduction in the number of duty periods assigned, that is to say, for each teaching period scheduled in excess of the prescribed number, two (2) duty periods shall be eliminated.
5. Middle school teachers of students with special needs will have one (1) report/conference/monitoring period per six (6) day cycle.”

11. Article XVII, § L. “The start of the school year for teachers shall begin not earlier than the Wednesday before Labor Day. The Friday before Labor Day shall not be a work day for teachers. The closing day of the school year (end of school), and school vacations shall be in accordance with past practice.”

This language will take effect beginning with the 2013-2014 school year.

12. Article XVII, § P(2). In the first line, delete the words “and conference”.

13. Article XVII, § Q. For the 2012-2013 school year only, ten (10) additional faculty meetings, forty-five (45) minutes each in duration, shall be added to the work year schedule, one per month, for the express purpose of providing professional development training to bargaining unit members on the new teacher evaluation system.

14. Article XX. In the second sentence, change the travel rate to $0.50/mile. The language in the first sentence will not change, however, the parties acknowledge that the flat rate shall be doubled to maintain consistency with the per mile rate.

15. Article XXVI. Add the following language at the end of the existing language: “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.”

16. Article XXVIII, A. Effective September 1, 2012, increase the amount per member per year to $1,200.00. Effective September 1, 2013, increase the amount per member per year to $1,250.00. Increase the maximum amount that a member may receive during the term of the Agreement (9/1/11 through 8/31/14) to $2,450.00.

17. Article XXVIII, A(6). After the words “school nurses” insert the following new language: “school psychologists, adjustment counselors and speech and language pathologists”. Add the following language at the end of the first sentence: “, provided, however, that the other professional development activities shall be conducted outside of the school day.”

18. Article XXIX, F. Insert the following language as a new second sentence: “If a bargaining unit member applies for the position, the coordinator shall not be the Superintendent.”

19. Appendix A. Effective June 30, 2013, no bargaining unit member shall be eligible to move to the Bachelor + 45 column. Any existing bargaining unit members who are on the Bachelor + 45 column as of June 30, 2013 shall be grandfathered and allowed to remain on the column.

20. Appendix A. Change the Foreign Language Content Coordinator from “6-12” to “9-12”. Amend the salary for the revised position, consistent with other 9-12 positions.

21. Appendix A. Delete the Science and Technology Content Coordinator 6-12.

22. Appendix A. Salary Schedule. Modify the salary schedule as follows:

Year One - Effective at the three-quarter mark of the year, increase each step on the wage schedule by one percent (1%).

Year Two - Effective September 1, 2012, drop Step 1 and re-number the remaining steps. Increase each step on the wage schedule by one percent (1%), except for the top step, which shall be increased by two percent (2%). After the application of the designated percentage increases to each step, create a new Step 10, which shall be at the mid-point between Steps 9 and 10 and re-number Step 10 as the new Step 11.

Year Three – Effective September 1, 2013, increase each step on the wage schedule by one and one-half percent (1.5%).

23. Appendix C. Under “Student Activities High School”, delete the reference to “Computer Club Advisor” and replace with “Video Club Advisor”.

24. Appendix C. Under “Student Activities Middle School”, replace the “Flare Advisor” with “Green Team”.

25. Appendix C. Increase each stipend by the following amounts: Year Two = 1%; Year Three = 1.5%.

26. The parties agree that where grievances will be heard by a School Committee at Level Three, grievances involving issues generated in grades K-8 shall be heard by the Somerset School Committee and grievances involving issues generated in grades 9-12 shall be heard by the Somerset-Berkley Regional School Committee. System-wide grievances shall be heard by both School Committees.

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Somerset Teachers Association Date

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Somerset School Committee Date

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Somerset-Berkley Regional School Committee Date