

PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this two-year contract is made on the 1st of September 2011 to be effective from September 1, 2011 through August 31, 2014 by the School Committee of the Town of Somerset and the Somerset-Berkley Regional School Committee (hereinafter sometimes referred to as the Committees) and the Somerset Teachers' Association (hereinafter sometimes referred to as the Association).

Recognizing that our prime purpose is to provide education of the highest quality for the children of Somerset and Berkley, and that good morale within the teaching staff of Somerset and Somerset-Berkley is essential to achievement of that purposes, we, the undersigned parties to the contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Somerset and Berkley, have final responsibility for establishing the educational policies of the public schools of Somerset and Somerset-Berkley.
- B. The Superintendent of Schools of Somerset and Somerset-Berkley (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.
- C. The teaching staff of the public schools of Somerset and Somerset-Berkley have the responsibility for providing in the classrooms of the schools education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by the consultations and free exchanges of views and information between the Committees, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; therefore, to give effect to these declarations, the principles and procedures that follow are hereby adopted.

ARTICLE I SCOPE

- 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 recognizes 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) of the Committees, excepting, however, the Superintendent, the Assistant Superintendents Special Needs Administrator, all Directors, Supervisors and/or Coordinators, all Principals and Vice Principals, and every such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committees 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 II GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or inequitable application of any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose and procedure 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 employees 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 employee from individually presenting any grievance of the employee.

C. Procedure

1. **Level One:**
The grievance shall be presented in writing by the employee and a member of the Professional Rights and Responsibilities Committee to the principal or, where the employee is not responsible to any one principal, to the appropriate supervisor. If the grievance is not presented at Level One within thirty (30) school days of the occurrence of the event upon which the grievance is based, the grievance will be considered as waived. The principal or supervisor shall respond to the grievance in writing within five (5) school days of the presentation.
2. **Level Two:**
Within ten (10) school days of the Level One decision or the expiration of time for such decision, whichever occurs first, the grievance shall be presented in writing by the employee and the Chairman of the Professional Rights and Responsibilities Committee to the Superintendent, who shall, within ten (10)

school days, thereafter, meet with the employee and said Chairman in an effort to settle the grievance. The Superintendent shall respond in writing within ten (10) school days of the Level Two meeting.

3. **Level Three:**

Within ten (10) school days of the Level Two decision or the expiration of time for such decision, whichever occurs first, the grievance may be presented by the Association in writing to the appropriate School Committee(s). The School Committee will meet with the Association within fifteen (15) school days of the presentation. The School Committee will respond in writing within fifteen (15) days of the Level Three meeting. Grievance involving issues generated in grades pre-k to 8 shall be heard by the Somerset School Committee; grievances involving issues generated in grades 9-12 shall be heard by the Somerset-Berkley Regional School Committee; and, system-wide grievances shall be heard by both School Committees.

4. **Level Four:**

Within fifteen (15) school days of the Level Three decision or the expiration of time for that decision, whichever occurs first, and if the grievance involves the interpretation or application of any provision of this Agreement, the Association may present the grievance to arbitration by filing a request for arbitration in writing to 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 Committee(s) and the Somerset Teachers Association, and the award made shall be final and binding upon the School Committee(s), the Association, and the aggrieved employee.

a. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by mutual consent. During the summer recess said time limits shall be construed as week days instead of school days.

5. If the grievance affects a group or class of employees which is not under the control of their supervisor and/or principal, the aggrieved employee or the Association may submit such grievance in writing directly to the Superintendent at Level I.

6. No employee shall be subjected to adverse personnel action in reprisal for filing a grievance.

**ARTICLE III
PREROGATIVES OF THE SCHOOL COMMITTEES**

- 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 retains 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 Somerset-Berkley Regional School 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 IV
BENEFITS: INSURANCE AND ANNUITIES**

- A. A School Department employee in the Town of Somerset, Massachusetts, will be eligible to participate in the Town's "Employee's Group Insurance Plan" on the first day of employment by the Somerset School Department or the Somerset-Berkley School District. At this time he must either apply for the above coverage or sign a waiver stating he does not wish to participate in this program.

The Town of Somerset will pay the maximum percentage permitted by Town Meeting enactment of the cost of the following types of insurance coverage:

- 1. A term life insurance policy consistent with that enacted by past or future Town Meetings (4,000.00).

- 2. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to teachers or such other additional programs as may be offered by the Town. The current employer contribution is seventy-five percent (75%).

- 3. Pursuant to the provisions of G.L. c.32B, §15, the Committee and the Association shall establish a Health and Welfare Trust. Said Trust shall be reduced to an executed trust agreement. The Committee shall not be required to contribute any sum of money to provide benefits pursuant to the provisions of the Trust.

- 4. Employees shall be responsible for paying one hundred percent (100%) of the premium for whichever dental plan is in effect.

B. Tax Sheltered Annuities:

Teachers will be eligible to participate in a tax-sheltered annuity plan established pursuant to U.S. Public Law 87-370. Effective September 1, 2003, 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 contributing to an annuity plan prior to September 1, 2003, shall continue to be eligible to contribute to that plan. A bargaining unit member who signed up for a TA, prior to September 1, 2003, but who had not yet made a contribution to that plan can remain a member of that plan under the pre September 1, 2003 rules.

**ARTICLE V
CLASS SIZE**

The School Committees and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational consideration, insure that class size is of the most effective nature for both teacher and pupil. However, the final decision as to class size will be made by the School Committees in the best interest of all.

**ARTICLE VI
DUES AND CREDIT UNION DEDUCTIONS**

- A The Committees hereby accepts the provisions of Section 17C of Chapter 154-8 as amended of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurers of Somerset and Somerset-Berkley all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract. Dues deductions shall be made over a ten (10) month period for all employees authorizing said deductions.
- B. Teachers will also be allowed a specified payroll deduction for the Somerset Federal Credit Union. Said deductions shall be made over a twelve (12) month period for all employees authorizing said deductions.
- C. The Association shall indemnify and save the Committees and/or the Towns harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

**ARTICLE VII
JUST CAUSE**

No bargaining unit member will be disciplined, reprimanded or deprived of professional advantage without just cause. Provided, that this provision shall not apply to the dismissal or non-rehire of teachers without professional teacher status.

**ARTICLE VIII
LEAVES OF ABSENCE**

A. Extended Leave – General Provisions:

1. The Superintendent will consider a leave of absence for any teacher. The Superintendent is required to grant a leave of absence to anyone called into military service by the government.
2. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
3. A leave of absence without pay or increment of up to one (1) year may, at the discretion of the Superintendent, be granted for any reason.
4. Upon return from a leave of absence, the teacher will be allowed to return to the same position, if the position exists; if the position does not exist, to be assured the first vacancy in any position for which he/she is qualified and for which he/she requests. All credits, seniority, and salary will be retained in accordance with those which were held by the teacher when the leave of absence commenced.
5. Providing the insurance carrier agrees, teachers 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 teacher.
6. Subject to the provisions of Article XV, Section 4, teachers on the recall list will have first priority in filling in a temporary one (1) year position for teachers granted a full year leave and will have all contractual rights restored to them. Providing there are no eligible teachers on the recall list, teachers hired to fill a temporary one (1) year position for teachers granted a full year leave will be placed on Step 1, 2 or 3 of the Bachelor's salary schedule depending upon the teacher's continuous service in filling one (1) year temporary positions and will have all contractual rights.

B. Extended Leave – Maternity

1. A maternity leave of absence without pay up to two (2) years will be granted to a pregnant teacher or one who has adopted a child. A teacher who is pregnant may remain in active service until the time of her giving birth.

A teacher who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. Upon return from a maternity leave of absence, a teacher shall return to the step in the salary schedule where she was when she began her leave unless she had taught at least one half of the year; in which case she would move on to the next step, and she shall have sick leave

restored and all seniority rights she had at commencement of her leave. A teacher at her discretion shall be restored to her regular position at the beginning of a new term within two years following her giving birth or the date of adoption provided that the teacher provides the administration with at least twelve weeks notice of the date she intends to return to work. If a return to work at the time other than the beginning of a school year would result in a reduction of force, the teacher may not return until the subsequent September. If there is no vacancy in September, the procedure under Article XV shall be utilized and the returning teacher shall be considered along with other teachers for the available positions.

2. If, because of a misfortune connected with the pregnancy, the teacher may want to return earlier than she indicated, the teacher may fill any vacant position in which she has past proven experience in Somerset or Somerset-Berkley. If no such vacancies exist, she will have top priority on the substitute list.
3. Upon receipt of at least two (2) weeks written notice of her anticipated date of departure and intention of return, the Committees shall grant a leave of absence for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D. If a teacher is disabled at the end of the eight week period or if she had requested a leave solely for the period of disability, she must return at the time such disability period ends.
4. The parties intend that the provisions of Article X, Sections A and B shall be applied consistently with the provisions of the Family Medical Leave Act.

C. Family Medical Leave Act:

The parties agree to the following standards under the Family Medical Leave Act:

1. The appropriate year shall be the school year;
2. The Committees shall not require the use of paid leave;
3. Required employee health insurance and life insurance contributions, if any, shall be setoff against the first paycheck upon the employee's return to work;
4. "In loco parentis" relationships shall be established by a statement in the leave application that the applicant is responsible for the care of the person;
5. FMLA leaves shall be available to all bargaining unit members who satisfy the eligibility requirements under the Act.
6. The Employers may request second and third medical opinions at the Employers' expense;

7. Fitness for duty certifications shall be required after a FMLA leave taken for personal illness;
8. Intermittent leaves after birth or adoption shall not be permitted;
9. Monies owing the Committees if an employee does not return from leave shall be setoff against available funds; if there are no available funds, the employee will be billed;
10. Bargaining unit employees married to other bargaining unit employees shall each be entitled to full FMLA leave;
11. FMLA coverage is extended to the immediate family, defined solely for FMLA purposes as:
 - a. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, and aunts and uncles and other members of the household.
 - b. The definition of “immediate family” for purposes of funeral leave, pursuant to Article X (D)(2), and family illness, pursuant to Article X(E), shall be the definition set forth in the existing language of Article X (D)(2).

D. Temporary Leaves:

1. Personal Days:

Teachers may take up to two (2) 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 hours advance notice shall be made to the Superintendent. Bargaining unit members may roll over one (1) personal day from the current school year to the next school year which shall be used in the next school year. No teacher may accrue and use more than three (3) personal days in any school year.

Personal days are not intended for recreational purposes nor for the pursuit of outside occupations. They shall also not be used for purposes involving the teacher’s matrimony.

2. Funeral Leave:

A five (5) school day leave for each death in the immediate family will be granted to each teacher. Any additional days of absence with salary for this purpose shall be at the discretion of the Superintendent. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, immediate in-laws, and aunts and uncles who are members of the household. Leave for aunts

and uncles of more than one (1) day shall be at the discretion of the Superintendent.

- a. One (1) day will be allowed for the death of each member of the family (not sick leave) not considered immediate as listed above.
- b. No time will be allowed for deaths other than those of members of the family except at the discretion of the Superintendent.

3. **Military Leave:**

When requested the Superintendent will grant an employee 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.

4. **Professional Leave:**

Up to three (3) days may be granted by the Superintendent for the purpose of visiting other schools or attending meetings or conferences of an educational nature in or out of state. Substitutes will be provided for the absent teacher.

5. **Professional Development Expenses:**

The Committees will pay reasonable expenses incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions with the advance endorsement of the Superintendent.

6. **Professional Leave/Sick Leave:**

Leaves taken pursuant to Sections 1, 2, 3, 4 and 5 above will not be subtracted from any sick leave to which the teacher is entitled.

7. **Professional Leave/Temporary Leave:**

Days granted by the Superintendent for professional conferences will not be deducted from temporary leave.

E. Sick Leave

1. All regularly employed teachers shall be entitled to sick leave with full pay, computed as follows:

- a. Teachers will be eligible for fifteen (15) days sick leave annually, five (5) of which may be used for immediate family illness, cumulative to two-hundred and sixty-four (264) days. An employee who uses more than one-half a school day (up to a full school day) for sick leave purposes shall be charged for a full sick day. An employee who uses up to one-half a school day for sick leave purposes shall be charged for one-half a sick day.
- b. Teachers with experience gained in other systems who are hereinafter hired, may at the discretion of the Superintendent, be allotted sick leave benefits accrued to their credit in other systems.

- c. Teachers are eligible for certain Federal Income Tax deductions if illness costs reach a specific amount. For such purposes, compensation for sick leave days shall be defined as "that amount of money that the employee would receive for the day's work on the current salary payroll".
 - d. Teachers may be requested to submit a physician's certificate after seven (7) consecutive school days of illness.
2. **Sick Leave Accumulation:**
Teachers shall receive a written statement of their accumulated sick days by October 1 of each school year.
3. **Sick Leave Bank:**
The sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be continued.
- a. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. The request for an initial grant of sick leave, made to the Sick Leave Bank Committee by an eligible employee, shall be in writing and shall include written medical verification of his/her serious illness provided by the employee's own physician.
 - b. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Such demonstration of need shall be in the form of further written medical verification of continuing serious illness provided by the employee's own physician. If such a request for extension of entitlement is made, the Sick Leave Bank Committee may require, upon the request of any Sick Leave Bank Committee member, a second medical opinion to be provided by an appropriate medical specialist of the Sick Leave Bank Committee's choosing paid for by the School Departments. If the two medical opinions agree, the employee applicant shall be entitled to additional sick leave bank days beyond the original grant of thirty (30) days provided for above. If the two medical opinions disagree, a third medical opinion will be sought. The third medical specialist shall be agreed upon by the applicant's physician and the Sick Leave Bank Committee's physician. The opinion of the third medical specialist shall be controlling in the matter. The cost of the third medical opinion shall be borne equally between the employee and the School Departments. The Sick Leave Bank will continue to provide sick leave to an applicant until such time as a definitive medical opinion is established .

- c. 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 School Committees to serve at their discretion and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:
 - i. Adequate medical evidence of serious long-term illness.
 - ii. Prior utilization of all eligible sick leave.
- d. The Sick Leave Bank Committee may from time to time promulgate, and cause to be disseminated, rules and regulations concerning the operation of the Sick Leave Bank. Such rules and regulations shall include, but not be limited to, guidelines for applicants concerning Sick Leave Bank procedures and timelines. The decisions of the Sick Leave Bank Committee relative to rules and regulations, eligibility and entitlement shall be final and binding and not subject to any appeal either contractual or statutory.
- e. If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the bank.
- f. The maximum number of days a teacher can obtain from the sick leave bank is one hundred and eighty (180) days during a five (5) year period, said period commencing with the employee's initial award from the Sick Leave Bank.

4. **Sick Leave Buy-Back:**

Members of the bargaining unit who have at least ten (10) years of teaching experience and have reached the maximum step on the salary schedule will, upon termination of service, receive compensation for their unused sick leave at the rate of twenty-five (25) dollars a day up to a maximum of two hundred and sixty-four (264) days. This shall be included in the employee's final paycheck. Upon the death of a teacher, the teacher's estate shall receive the compensation as stated above.

Teachers hired after September 1, 1988, in addition to the other stated requirements, must have at least ten (10) years teaching experience in Somerset or Somerset-Berkley to be eligible for benefits under this paragraph.

Bargaining unit members must notify the Superintendent's office in writing by no later than December 31st of the school year at the end of which the teacher intends to retire. Any bargaining unit members who are hired subsequent to June 30, 2006 and who subsequently retire prior to the end of a school year shall have their final sick leave buyback amount pro-rated to proportionately reflect that amount of the full school year that they work.

F. Sabbatical Leave

1. Teachers covered by this contract may, subject to the approval of the Superintendent, be granted a sabbatical leave of absence of one (1) year for advanced study beyond the master's degree or for other educational endeavors deemed appropriate by the Superintendent.
2. Not more than three (3) teachers may be absent on sabbatical leave at any one time.
3. Application for sabbatical leave shall be submitted to the Superintendent of Schools on or before February 1 if it is to become effective in September. A teacher requesting such leave shall submit an application for approval of Activities for Professional Improvement, specifying the reasons for which the leave is requested. Evaluation of each application on the basis of service rendered by the applicant and the use to be made of the requested sabbatical leave shall be the responsibility of the Superintendent. Applicants shall be notified by May 1 of the disposition of their application.
4. Sabbatical leave shall be granted only to teachers who have served for at least seven (7) years in the Somerset School System. A second or third leave shall not be authorized until a teacher shall have reestablished eligibility by serving another period of seven (7) years.
5. Teachers on Sabbatical shall receive from the School Committees sixty percent (60%) of the salaries which they would have received if they had remained on active duty. They shall also receive the proportional amount toward Blue Cross - Blue Shield, town life insurance, and teachers' retirement allowed by law.
6. The Superintendent of Schools shall require that a teacher on sabbatical leave submit three (3) reports to him concerning the manner in which the leave is being used. The Superintendent shall determine a schedule for submission of the reports from the teacher.
7. Prior to granting a sabbatical leave, a teacher shall enter into written agreement with the Superintendent of Schools that upon the termination of such leave, he will return to service in the Somerset School System for a period equal to twice the length of the leave and that, in default of completing such service, he shall refund to the Town of Somerset or the Somerset-Berkley Regional School District an amount equal to such proportion of salary received by him/her while on leave

as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

8. Upon his return from sabbatical leave, a teacher's salary shall be the same as he would have received had the period of his leave been spent in the Somerset School System, and he shall be returned to the same position which he held at the time said leave commenced if available, or, if not, to a substantially equivalent position.

G. Personal Injury

Whenever a teacher is absent from school as a result of personal injury arising out of, and in the course of his employment, he will be paid by the School Departments the difference between his full salary and payments received under Worker's Compensation Insurance. Sick leave or personal 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 teacher may then apply to the sick leave bank requesting additional sick leave time in accordance with Article X, Section E.3. If sick leave days are granted and Worker's Compensation payments continue, then payments will be made as provided in this section.

ARTICLE IX NO STRIKE

There shall be no strike, slowdown or other work stoppage during the course of this agreement. Any or all teachers who are disciplined for violating this Article shall not have recourse to the grievance procedure but shall have recourse to other remedies available under the law.

ARTICLE X PROFESSIONAL DEVELOPMENT

- A. In service courses will be provided by the Somerset Public Schools and the Somerset-Berkley School District for the professional development of the teachers.
- B. The Association may set up three (3) credit courses of an educational nature taught by a qualified person. Teachers who successfully complete the course will be granted three (3) credits subject to the criteria set forth in Appendix A, Articles 7, 9 and 10.
- C. Courses taken pursuant to Sections A and B of this article shall receive credit as follows:
 1. **Incremental Credit**
Courses and/or workshops sponsored by the Somerset School Districts will be offered to all staff without requiring prior approval of the Superintendent. These courses/workshops will be eligible for staff to use for incremental credit. The ratio is as follows: fifteen (15) contact hours = one (1) incremental credit. PDP's will also be administered with one (1) clock hour = one (1) PDP.

Courses/workshops flyers will be posted in all buildings clearly identifying the contact hours, number of incremental credit, and PDP's.

2. Graduate Credit

Occasionally the school district will offer a course that will provide the staff the option of taking the course for graduate credit (at their own cost) or incremental credit (free of charge). The college/university partnering with the school district may require additional work from students seeking graduate credit. If there is any possible question as to whether the contemplated course is related to the field of teaching as required by a contract, a check with the Superintendent is required. All courses must be taken from an accredited college or university. Any question relative to whether an institution is accredited must be verified in advance of taking the course if the staff member is seeking tuition reimbursement and/or credit.

**ARTICLE XI
PROMOTIONS**

- A. Promotions: A promotional position is defined as any position paying a salary differential and/or any position on the administrator-supervisor level, including, but not limited to, positions as assistant superintendent, supervisor, director, principal, assistant principal, headmaster, master, department head, curriculum specialist, counselor, coordinator and administrative assistant.
- B. In making promotions, it is the practice of the Somerset Public Schools and the Somerset-Berkley Regional School District to upgrade existing personnel when practical. In making such promotions, merit and ability shall in all cases govern except when abilities are equal. When merit and ability are equal, promotions shall be made on the basis of seniority within the Somerset or Somerset-Berkley School Systems. Determination of the relative merit and ability of applicants seeking a higher pay position shall be the sole right and responsibility of the Principal, Superintendent and/or the School Committees. When a position covered by this agreement becomes vacant, notice of this vacancy shall be mailed to the President of the Somerset Teachers' Association and notices of this position shall be posted in all schools in a conspicuous place. Where practical, notice shall be posted at least ten (10) days prior to the closing date for the acceptance of applications.
- C. No permanent appointments shall be made unless the position has been posted for ten (10) days. This shall not apply to positions which become vacant on or after August 15th. However, the President of the Association shall be notified of the vacancy.

**ARTICLE XII
PROTECTION**

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the principal and superintendent. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons

involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.

- B. The Committees agrees to indemnify bargaining unit members consistent with the terms of M.G.L. c. 258.

ARTICLE XIII REDUCTION IN STAFF

- A. **Judgment:**

In making reductions in staff, merit and ability in all cases 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 his judgment for theirs unless he finds their judgment to have been unreasonably exercised.

- B. **Seniority:**

Whenever it is referred to in this agreement, seniority is defined as a bargaining unit member's length of service in years, months, and days from the date of employment as an employee in a position currently covered by the bargaining unit; the seniority of an employee successfully completing a probationary period shall be retroactive to their date of employment in a position currently covered by the bargaining unit. In the event an employee has resigned and has been reappointed, his/her seniority shall be counted from the date of the most recent employment. Teachers shall be credited for seniority purposes with all time spent on paid authorized leaves of absence provided for in this agreement. In cases involving identical seniority, a name lottery shall be held. Order of seniority shall be the order drawn (The first drawn is the most senior). The lottery shall be conducted jointly by the Association and the Superintendent. Members of the bargaining unit may be present at such lottery.

- C. **Seniority List:**

An updated seniority list shall be supplied by the Superintendent annually by October 15th. No employee seniority list shall be altered between revisions in the seniority list except to correct an error. New employees shall be added to the list upon entering into the bargaining unit.

- D. **Dismissal/Professional Status:**

A teacher with professional status who is dismissed because of a reduction in force shall have the first right to be rehired, as provided below, for positions which become vacant up to two (2) years from the teacher's dismissal. With respect to secondary and special teachers, the right to rehire shall be limited to the disciplines which they held at the time of dismissal or to other disciplines in which the teacher has past proven experience in Somerset or two (2) years successful experience outside Somerset. With respect to elementary school teachers, teachers employed in Pre K-6 shall have the first right to be rehired to a Pre K-6 position or to other positions in which the teacher has past proven experience in Somerset or two (2) years successful experience outside Somerset.

Consistent with the above, teachers with professional teacher status shall have rehire rights in the reverse order of dismissal. Provided, however, teachers who were reduced from a particular discipline shall have preference for recall to that discipline over those who, though having past proven experience in Somerset or Somerset-Berkley, or two (2) years successful experience outside Somerset or Somerset-Berkley, were reduced from a different discipline.

With respect to the two (2) years successful experience outside Somerset or Somerset-Berkley as set forth in this paragraph, teachers must have letters on file to that effect from the superintendents of the applicable school systems.

- E. When vacancies occur, teachers on the recall list shall be notified by certified mail at their last address of record. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days shall be considered a rejection of such offer, and a teacher shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of the changes of address.
- F. A copy of all recall notices shall be provided to the President of the Association at the same time they are provided to the recallee.
- G. All teachers on layoff will receive top priority on the substitute list if they so indicate in writing to the Superintendent.
- H. Teachers who are notified that they are to be reduced may elect a two (2) year leave of absence in lieu of dismissal. Such election shall be on a form provided by the Superintendent and shall be returned to the Superintendent within ten (10) days of its receipt. Such election is conditional upon a waiver of any present or future rights to a dismissal hearing that the teacher may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws. A teacher on a leave of absence under this provision shall have the same recall rights as a dismissed teacher.
- I. Any teacher on a paid or unpaid leave of absence is subject to the same conditions of this Article as teachers actively teaching.
- J. Teachers, if recalled from layoff, will be credited with all benefits accrued up to the time of layoff.
- K. Providing the insurance carrier agrees, teachers who are on layoff for two (2) years or who elect a two-year leave of absence in lieu of dismissal, may continue to be covered under the Town's insurance plans. The premium for this coverage shall be paid by the teacher.

- L. 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.
- M. 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.

**ARTICLE XIV
RELEASED TIME - ASSOCIATION BUSINESS**

Representatives of the Association will be released from regular duties without loss of pay to participate in negotiation meetings between the Committees and the Association if such meetings are scheduled during the regular school day.

The present practice with respect to Association representatives being granted released time to attend conferences shall continue.

**ARTICLE XV
SUPERVISING STUDENT TEACHERS**

A teacher may accept or reject assignment as a supervising teacher for a student teacher.

**ARTICLE XVI
TEACHER EVALUATION**

- A. Teachers will have the right, upon request, to review the contents of their personnel file.
- B. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Supervisory visits will take place between September 15th and May 31st.

Teachers will be given a complete copy of any evaluation report prepared by their evaluator/supervisor and will have the right to discuss such report with their evaluator/supervisor. Teachers are to sign and date all copies of all evaluation reports.

- D. The Association recognizes the authority and responsibility of the principal, director, department head, supervisor or other administrator for disciplining or reprimanding a teacher for delinquency or professional performance. Before any disciplinary action or reprimand becomes part of the teacher's personnel file, the teacher will be notified of the

nature of the discipline or reprimand at least twenty-four (24) hours prior to a meeting to discuss the matter. The teacher will be entitled to have a representative of the Association present.

- E. Teachers with professional status shall be evaluated no more than once per day. It shall be the responsibility of the teacher to inform the evaluator that a previous evaluation had taken place on that day.
- F. In case of an unsatisfactory evaluation, the evaluator must offer recommendations for improvement.

G. **Statement of Purpose of the Evaluation Process**

A basic, common objective of an educational institution is to provide each individual student under its care with the most meaningful, productive experience as possible. The mission statements of the Somerset Public Schools and the Somerset-Berkley Regional School District reflects this goal. "The mission of the Somerset Public Schools is to promote excellence in teaching and learning while providing challenging educational opportunities for all students within a safe and secure school environment." An integral component of any plan designed to deliver such an experience is the competent classroom teacher. It is the teacher who helps to develop, fine tune and evaluate the curriculum. More importantly, it is the teacher who delivers its content to the students. An effective and creative teacher is likely to realize success in getting students involved in their education.

Our purpose in evaluating professional staff is positive and growth-oriented. It seeks to maintain the initial passion for teaching and professional self-growth. Our purpose does not require that teachers with professional teacher status prove their worth. Rather, it sets the expectation that professional growth will occur and continuous efforts will be made to achieve excellence in the delivery of educational services. Our purpose promotes creative educational experimentation coupled with traditional and sound teaching practices. It is one of professional interaction between the educator and the evaluator.

And so in keeping with this spirit, our purposes are:

- a To promote excellence among all professional educational personnel by providing information for the continuous improvement of their performance.
- b To ensure that performance is consistent with the principles of effective teaching.
- c To provide an opportunity for the timely exchange of information between the person being evaluated and the evaluator regarding the observed performance in a trustful, supportive atmosphere.
- d To provide a record of facts and assessments for personnel decisions.

H. Evaluation Procedures

1. School administrators will share evaluation instrument standards with all individuals being evaluated.
2. Copies of the evaluation, signed and dated by the evaluator shall be submitted to the evaluatee within five (5) school days after the evaluation.
3. The evaluatee shall sign and have the right to respond in writing to any written evaluation/observation, including but not limited to, formative or summative report(s), within ten (10) school days of receipt. Each evaluation document, as referenced in this paragraph, shall be signed by the evaluatee. The evaluatee's signature does not necessarily indicate agreement with content, but simply that the evaluatee is in receipt of the document.
4. Informal observations are an ongoing process, therefore, the content of the summative evaluation is not restricted to information gathered during formal evaluations.
5. Elementary classroom teachers will be observed/evaluated informally and formally by the building principal. District coordinators and directors will observe/evaluate informally and formally their respective personnel. Summative reports will be written by the building principal for all elementary personnel.
6. High School and Middle School teachers will be observed/evaluated informally and formally by the respective principal/vice principal, district coordinator, department head, or curriculum specialist. The Summative Report will be written by the building principal/vice principal for all High School and Middle School personnel.
7. Each teacher with professional status shall be formally observed at least once every two (2) years but not more than twice in a school year, and for each observation the Administration will prepare a formative report. An individual identified as needing additional support and/or direction, as documented by written formative or summative reports may be formally observed in excess of the standard set forth above.
8. All newly hired teachers without professional teacher status shall be formally observed a minimum of three (3) times in their first year of teaching, a minimum of two (2) in their second year of teaching and a minimum of two (2) in their third year of teaching. Observations for non-professional teacher status teachers shall be completed by the following dates: November 1st , January 15th and April 15th .
9. The Administration shall prepare a summative evaluation of each teacher with professional status at least once every two (2) years, but no more than once per year.

10. The Administration shall prepare a summative evaluation of each teacher without professional status every year.
11. The personnel evaluation process will be reviewed every two years by the Standards Committee composed of representatives of the Association, Administration, and School Committees.
12. All evaluations shall be conducted in compliance with provisions of the rules and regulations of the Massachusetts Department of Education **603 CMR 35:00*** which are incorporated herein by reference and as may be modified from time to time.
13. All personnel decisions based upon evaluations shall be subject to all of the provisions of the collective bargaining agreement.
14. The Administration reserves its customary and contractual management rights with respect to evaluation issues.

I. Definitions

1. **Observation:**

It is the actual recording of classroom events, teacher actions or other activities by an evaluator.

2. **Formative Report:**

It is the written report of an evaluator, based on the "Principles of Effective Teaching".

3. **Summative Report**

It is a written report of an individual's performance based upon the "Principles of Effective Teaching".

4. **Measurable Performance Standard:**

Measurable standards describe the behaviors that are expected and the way in which those behaviors will be observed and/or quantified.

J. PRINCIPLES OF EFFECTIVE TEACHING

1. **Currency in the Curriculum:**

- a. The teacher is up to date regarding curriculum content.

- 2. Effective Planning and Assessment of Curriculum and Instruction:**
 - a. The teacher plans instruction effectively
 - b. The teacher plans assessment of student learning effectively
 - c. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate

- 3. Effective Management of Classroom Environment:**
 - a. The teacher creates an environment that is positive for student learning and involvement
 - b. The teacher maintains appropriate standards of behavior, mutual respect and safety

- 4. Effective Instruction:**
 - a. The teacher makes learning goals clear to students
 - b. The teacher uses appropriate instructional techniques
 - c. The teacher uses appropriate questioning techniques

- 5. Promotion of High Standards and Expectations for Student Achievement:**
 - a. The teacher communicates learning goals and high standards and expectations to students
 - b. The teacher promotes confidence and perseverance in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum

- 6. Promotion of Equity and Appreciation of Diversity:**
 - a. The teacher strives to ensure equitable opportunities for student learning
 - b. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals

- 7. Fulfillment of Professional Responsibilities:**
 - a. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions

b. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district

c. The teacher is a reflective and continuous learner.

* Regulations on Evaluation of Teachers (603 CMR 35:00, July 20, 1995) As may be amended

K. REPORTS

FORMATIVE REPORT

Evaluatee: _____

School: _____

Position: _____

Grade: _____

Date: _____

Time: _____

Summary of observation with respect to the Principles of Effective Teaching:

Evaluator's Signature: _____

Evaluatee's Signature: _____

Date: _____

This formative report shall be signed by the evaluatee. The signature does not necessarily mean approval with the content of the document, but that the evaluatee is in receipt of the document.

I have not attached comments to this report.

SUMMATIVE REPORT

Evaluatee: _____ School: _____
Position: _____ Grade: _____
Date: _____ Time: _____

I. Summary of performance with respect to the Principles of Effective Teaching:

II. Commendations:

III. Recommendations:

Evaluator's Signature: _____

Evaluatee's Signature: _____

Date: _____

This summative report shall be signed by the evaluatee. The signature does not necessarily mean approval with the content of the document, but that the evaluatee is in receipt of the document.

I " have " have not attached comments to this report.

ARTICLE XVII
TEACHING HOURS AND TEACHING LOAD

A. Work Year:

The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) shall be one hundred eighty-four (184) days, including days when teachers are required to be present when school is not in session. Two (2) of the 184 days shall be the days before the first day for students and two (2) of these 184 days shall be reserved exclusively for professional development purposes and no student instruction/supervision shall be required. The Association shall have substantive input into the content, format and placement within the work year of the professional development days. As to the second of the two (2) days before the first day for students, the Administration reserves its right to schedule teachers between the hours of 12:30 and 2:30. The work hours on said day shall be 8:00 to 2:30 system wide.

B. School Day:

The length of the school day shall not exceed six (6) hours and fifty (50) minutes for all levels of teachers except as required by state law or by mutual agreement of the Somerset Teachers' Association and Somerset School Committee and/or Somerset-Berkley Regional District School Committee.

C. Lunch Periods:

Teachers will have a duty free lunch period of at least the following lengths:

1. Elementary School Grades (Grades Pre K-5). Not less than 30 minutes.
2. Middle School. Not less than the length of the student cafeteria or lunch period.
3. Senior High School. Not less than the length of the student cafeteria or lunch period.
4. Elementary teachers will not be required to serve noon supervisory duty. The only exception will be in the event of inclement weather, at which time it will be necessary for the teachers to report to their classrooms at the close of the lunch period. Elementary teachers shall not be required to supervise recess. On days when recess is canceled, each affected teacher shall receive a fifteen (15) minute break. Such break shall be provided by collaboration with other bargaining unit members. The parties agree that the students cannot be left unsupervised and that they shall be engaged in structured educational activities.
5. Nurses shall have a 30 minute lunch period. However, they must remain in their assigned school to be on call in case of emergencies. Nurses shall receive a fifteen (15) minute break during the morning. Nurses shall remain in their assigned school during the break to be on call in case of emergencies.

D. Middle School:

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.

- I. 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.
- II. During the six-day cycle, middle school teachers shall have six-duty periods.
- III. 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.
- IV. The normal middle school teaching load shall be thirty (30) forty-four (44) minute periods per six (6) day cycle. It is acknowledged that because of scheduling difficulties, individual teachers may be required to exceed thirty (30) periods and/or that certain teachers may be assigned to less than thirty (30) 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.
- V. Middle school teachers of students with special needs will have one (1) report/conference/monitoring period per six (6) day cycle.

E. Special Needs Teachers:

Special needs teachers will not evaluate students for placement and/or team evaluations. They will continue to test students in carrying out the normal curriculum. Special Needs teachers will have one (1) report/conference/monitoring period per week.

F. Elementary Prep Time:

All Elementary teachers shall receive a minimum of thirty (30) consecutive minutes of preparation time every day, with a minimum of two hundred and ten (210) minutes per week during which they will not be assigned to any other duties. The preceding shall not apply to school weeks of less than five (5) days. In addition to the foregoing preparation time, teachers in grades Kindergarten through 4th grade shall receive fifteen minutes of preparation time every other week, in the form of an extension of Library period. Fifth grade teachers shall receive an additional fifteen minutes of preparation time every other week in the form of the teacher being released from Fine & Performing Arts for fifteen minutes.

G. Itinerant Teachers:

The workload of itinerant teachers, at all levels, including number of classes, preparations, plannings, contact minutes, etc., shall be the same as that of all similar itinerant teachers at that level. An itinerant teacher who crosses levels shall have his workload equalized via consultation between the involved principals, in order that his workload reflect that of the school in which he spends the majority of his time.

H. Somerset High School:

Somerset High School shall be scheduled on the basis of a six (6) period day, such periods being scheduled within an eight (8) day cycle. The schedule to be implemented shall be that recommended by the Alternative Scheduling Committee which has been approved by the High School Faculty and the Administration and School Committee of the Somerset Public Schools. Said schedule, also known as "Proposal I" is incorporated herein by reference and is made part of this Agreement.

1. Over the course of the eight (8) day cycle, High School teachers shall, in addition to their lunch period, have twelve (12) preparation periods, during which they shall not be assigned to any other duties. Such preparation periods shall be scheduled on the basis of at least one (1) per day. Additionally, during the eight (8) day cycle, High School teachers shall have six (6) duty periods.
2. The normal High School teaching load shall be thirty (30) fifty-seven (57) minute periods per eight (8) day cycle. It is acknowledged that because of scheduling difficulties, individual teachers may be required to exceed thirty (30) periods and/or that certain teachers may be assigned to less than thirty (30) periods per eight (8) day cycle. The scheduling of teaching periods in excess of the prescribed number shall result in the concomitant 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.
3. High School teachers of students with special needs will have one (1) report/conference/monitoring period per eight (8) day cycle.

I. Parent Teacher Conferences:

It is the intent of this section to provide parents and teachers with more convenient and flexible access to each other by providing teachers with the ability to schedule evening parent-teacher conferences.

1. There shall be early release days for the secondary level of the school system for parent teacher conferences. The days will be scheduled by decision of the Parent Conference Review and Education Committee in paragraph 4 below. At the elementary level, and at that level only, there shall be a full day for parent conferences. Teachers shall be responsible for scheduling conferences for six (6) hours between the hours of 9:00 a.m. and 8:00 p.m. In addition, there shall be a total of four (4) other early release days for all levels: one (1) for Back to School

Night as set forth in subsection 4 below; and three (3) to allow for participation in professional activities as defined in Massachusetts DOE regulations. At all levels, said days shall be the last three (3) days of the school year.

2. Teachers shall document each parent-teacher conference on a form approved pursuant to paragraph 4 below, and submit such form to the school principal, who will forward said forms to the Committee described in paragraph 4 below.
3. The Superintendent and the President of the Association shall meet and develop a documentation form for parent-teacher conferences.
4. There shall be a Review and Evaluation Committee appointed by the Superintendent and the President of the Association which shall meet on an annual basis for the purposes of reviewing and evaluating the parent-teacher conference program and creating and implementing appropriate changes if necessary in the view of the Committee. The Committee shall consist of the Superintendent or his designee, the President of the Association or his/her designee, the Principal of the High School, the Principal of the Middle School, and one elementary school principal appointed by the Superintendent; and one high school teacher, one middle school teacher, and one elementary school teacher, all appointed by the President of the Association. The determinations of the Committee will be final and binding on all parties, and not subject to the grievance and arbitration procedure.

J. Elementary Planning Time:

Elementary teachers within a building will be provided with release time during the school day for teacher planning. The principal will coordinate the scheduling in order to ensure minimum disruption. Each teacher will be granted a maximum of four (4) such half-days per school year. The teachers will be out of the classroom only for the time necessary for such planning.

K. Back to School Night:

The parties agree that during the month of September of each year, there shall be a Back-to-School Night at each school, said day at each level to be an early-release day for each respective level for both students and teachers. The Back-to-School Night will contain both general curriculum and social elements, as to which the Administration will promulgate appropriate guidelines. Each Back-to-School Night will be of a minimum two (2) hour duration. Teacher attendance is mandatory.

L. Opening Day:

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.

M. Early Release:

Early release days at the elementary schools shall run from 1:00 p.m. through closing. Early release days at the high school shall run from 12:00 noon through closing, but on the last three (3) days of the school year, the high school shall close at 11:30 a.m. Early release days at the middle school shall run from 12:30 p.m. through closing, but on the last three (3) days of the school year, the Middle School shall close at 12:00 noon.

N. Leaving the Building:

Bargaining unit members shall sign out in a book maintained in the principal's office before leaving the building during the school day and shall sign in upon returning to the building.

O. Specialist Absence :

In the absence of special teachers the Committees will obtain, if possible, qualified personnel to work in the area; and if this is impossible, the Committee will attempt to secure general substitutes.

P. Non-Teaching Duties

1. Elementary:

Assignment of non-teaching duties in the elementary schools such as playground duty, keeping of registers, shall be on an equitable basis. Assignment of bus duty at the elementary schools shall be on an equitable basis for all elementary unit members who are assigned to the building during the bus duty. Efforts will be made to devise means to reduce the amount of non-teacher duties required of teachers. A computer system shall be used to assist teachers in the preparation of official registers; teachers are required to gather daily attendance information, to report such information on a form prescribed by the data processing department, and to verify computer printouts.

2. Middle School:

Bus duty in the Middle School and High School will be equitably divided among all teachers but excluding department heads, department chairmen, and guidance counselors.

Q. Faculty Meetings:

Teachers may be required to attend one (1) faculty meeting per month for up to forty-five (45) minutes. If such meetings are held at the end of the work day, they shall begin no later than five (5) minutes after student dismissal. Conflicts between the schedules of individual teachers and these meetings shall be resolved at the discretion of the administration, which shall not be exercised in an arbitrary or capricious manner. All teachers shall receive a tentative schedule of these meetings at the opening day meeting in each school building, but it is acknowledged that these meeting(s) may need to be rescheduled from time to time for unforeseen circumstances. All teachers are strongly encouraged to attend and participate in monthly department meetings.

Attendance at faculty meetings scheduled outside of the regularly scheduled teacher workday other than those set forth in the immediately preceding paragraph, shall be voluntary. Minutes of said meeting shall be taken and distributed to all faculty members by the administration. Any and all work performed by bargaining unit members in excess of the workday and/or work year set forth in this Agreement, shall be voluntary.

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.

R. Office Covers/MS:

This section shall apply to Middle School teachers only: In those instances where Middle School teachers perform an office cover(s) for other staff members who are serving in a stipendiary position, the bargaining unit member performing the office cover shall receive \$13.20 for each office cover.

**ARTICLE XVIII
TRANSFERS**

- A.** A transfer, voluntary or involuntary, is any change of position within a school or between schools. A change of position is a change in schools, disciplines or elementary grade level, but not a change of assignment within a discipline in a given school.
- B.** In making transfers or in filling vacancies or new positions, a bargaining unit member's area of competence, major and/or minor fields of study, quality of performance, willingness to be transferred and length of service in the Somerset or Somerset-Berkley School Systems will be considered.
- C.** When an involuntary transfer is necessary, qualified volunteers will first be selected. If no qualified volunteers are available, the least senior bargaining unit member within the discipline shall be transferred unless a valid educational reason to do so otherwise exists (The preservation of positions for members of the bargaining unit will be considered a valid educational reason). When the above set forth "valid educational reason" language is exercised, the Superintendent or other appropriate supervisor shall provide the more senior teacher(s) who have been impacted with a written statement of the valid educational reason. An involuntary 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 that the bargaining unit member objects to the transfer at this meeting, the bargaining unit member may notify the Association, and the Superintendent upon request will meet with a representative of the Association to discuss the transfer.
- D.** Notice of transfers will be given to the bargaining unit members as soon as possible and under normal circumstances not later than the end of the school year.

- E. Bargaining unit members desiring transfers will submit a written request to the Superintendent stating the desired assignment. Such requests will be submitted between September 1 and April 1 of each school year. Requests must be renewed each year and all requests must be acknowledged in writing.

**ARTICLE XIX
VACANCIES, NEW POSITIONS**

- A. A vacancy shall be defined as any new position or an opening in an existing position which a bargaining unit member leaves during or at the end of the school year.
- B. Notice of all permanent vacancies shall be posted by the end of the school year in each school, clearly setting forth qualifications for the positions, duties, and salary ranges. Such qualifications, duties, and salary ranges shall not be changed after having been posted without prior notice to the Association. Such notice shall be posted at least seven (7) business days (when central administrative office is open) before the date when applications must be submitted. Bargaining unit members who desire to apply for such vacancies shall submit their application, in writing, to the Superintendent or his/her designee within the time limits specified in the notice.
- C. Transfers to vacant positions, for the purpose of preserving positions of the members of the bargaining unit, may be made without the necessity of posting. The Association will be notified of all such transfers.
- D. When a vacancy occurs during the school year, it will be filled on a temporary basis for the remainder of the school year. A letter stating the existence of a vacancy will be sent to the President of the Association when the existence of such vacancy becomes known. The Superintendent shall not be required, however, to delay in making an appointment to fill the vacancy.
- E. When vacancies occur during the summer, the following time frames for posting shall be followed: before July 15th, at least fourteen (14) days; from July 15th to August 1st at least seven (7) days; and, after August 1st, no time period.
- F. In order to leave the school districts in good standing, a bargaining unit member must notify the Superintendent in writing of his/her decision to resign his/her position no less than sixty (60) days in advance of his/her departure.

**ARTICLE XX
TRAVEL**

The existing flat rate for required travel shall continue. In addition .50 per mile shall be paid upon presenting of vouchers if travel is required outside of the Somerset, Swansea, Fall River area.

**ARTICLE XXI
AGENCY FEE**

The Committees agrees to require, as a condition of employment (during the term of this Agreement), that all employees covered by this Agreement, except those employees certified to the Committees by the Association as being members of the Association as of the forty-fifth (45) day of their employment, or the thirtieth (30) day after the effective date of this agreement, whichever is later, shall pay to the Somerset Teachers' Association a Service Fee set by the Association which fee shall not exceed the amount of dues paid to the Association by a regular active member.

**ARTICLE XXII
SAVINGS PROVISION**

If any provision of this agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.

**ARTICLE XXIII
SUBSTANCE ABUSE**

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations as of the parties recognized in the other provisions of this Contract, the School Committees and the Association agree to cooperate in encouraging employees afflicted with alcohol or drug abuse to undergo a program designed to rehabilitate the employee. If the employee refuses to avail himself or herself of assistance, and alcohol or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

**ARTICLE XXIV
INTERNSHIP/PRACTICUM GUIDELINES**

- A. Acceptance Policy/Selection Criteria**
1. Up to two (2) internships or practicums may be accepted for each administrative position listed below per year.
 - a. Superintendent/Assistant Superintendent.
 - b. Principalship - High School (2); Middle (2); Elementary (2).
 - c. Director.
 - d. Supervisor.
 2. Teaching internships and practicums will depend upon agreement of a supervisor and the availability of the needed assignment for a current staff member.
 3. The following criteria will apply to administrative and teaching internships.

- a. Courses required for certification must be completed.
- b. Applicant is to state: Years of service in system; years of service in administration (where applicable); years in next lowest level.
- c. List other course work completed and advanced degrees, if obtained.
- d. Recommendations are required from college and/or immediate supervisor.
- e. An interview with the superintendent, or his designee, is required.
- f. A sponsor must agree to work with the applicant.
- g. The quality of the application package will be judged in considering the request.
- h. The superintendent is the selecting and approving official subject to approval of the school committee.

B. Program Structure

- a. Subject areas to be covered will be as prescribed by the college or university and/or the certification regulations.
- b. Schedules to accomplish the internship/practicum must be submitted with the application.
- c. The program may be conducted by the school system or with the cooperation of a college or university.

C. Compensation/Costs

- a. All work must be performed on an individual's own time.
- b. An unpaid leave of absence of limited or extended duration may be granted at the discretion of the school committee to accomplish the program.

D. Further Information

- a. In view of the change in requirements for certification since 1982, the Committee deems that a candidate for a staff position certified under the 1982 regulations, will be judged equal in regard to certification to a candidate who became certified under the pre-1982 regulations.
- b. In the event a leave of absence is necessary, consideration needs to be given to the effect the absence of the applicant will have on the current position held by the applicant.
- c. The availability of internships and practicums are to be made known to the entire staff.
- d. To date, all applicants for internships and practicums have been approved with excellent results.
- e. Most systems surveyed honor requests of current staff for internships/practicums.

E. Recommendation to Possible Applicants

It is strongly suggested that staff who are considering certifications requiring internships and practicums seek approval of the Superintendent prior to beginning the extensive course work involved.

F. Application Deadlines:

Applications for internships or practicums must be received by May 16th prior to the year in which the staff member wishes to be considered. Approvals will be made after the closing date for submission of applications.

**ARTICLE XXV
JURY DUTY**

The parties agree that the current policy relating to jury duty will remain in effect. The School Committees agrees to pay the difference between what the teacher's daily wage and the amount compensated by the state should the teacher be called to jury duty for a long-range duration.

**ARTICLE XXVI
TUITION WAIVER**

Children of teachers in the Somerset and Somerset-Berkley Public School systems who live outside of the towns of Somerset and Berkley, will be allowed to attend Somerset schools tuition-free as long as it does not require opening another section, the hiring of additional staff, or create a conflict with the new legislation regarding school choice. This article will apply only to the children of teachers holding permanent, full-time positions in the Somerset or Somerset-Berkley school systems. 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.

**ARTICLE XXVII
ADVISORY SCREENING COMMITTEE**

An Advisory Screening Committee shall be established whereby members of the Somerset and Somerset-Berkley Public Schools faculty shall be involved in the screening process for the selection of building principals. Three (3) faculty representatives will be selected by the superintendent after consultation with the association. At least one of the faculty representatives will come from the faculty of the school involved. The committee will be advisory only, and the faculty representatives will make recommendations to the superintendent that he shall consider during the selection process.

**ARTICLE XXVIII
TUITION REIMBURSEMENT**

- A. Bargaining unit members shall be entitled to tuition reimbursement in the following amounts: effective September 1, 2012 - \$1,200.00; and, effective September 1, 2013 - \$1,250.00 or for a total of \$2,450.00 for the term of the Agreement (9-1-11 through 8-31-14) for tuition, fees and books within the following guidelines:
1. The course must be consistent with the employee's individual professional development plan or with his/her efforts to acquire an initial license or a

professional license. The course must be approved in advance by the Superintendent.

2. The course must be one of the following:
 - I. Undergraduate course or approved equivalent when approved by the Superintendent and when substantially new for the employee; or,
 - II. Graduate-level or approved equivalent.
3. A grade of 80 or better must be attained, or a pass in a course offered on only a pass/fail basis.
4. Employees 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. Both of these copies shall become the property of the Committees.
5. Reimbursement shall be received by the employee no later than thirty (30) days after receipt of the documents specified in subsection 4 above.
6. For the duration of the collective bargaining agreement, school nurses, school psychologists, adjustment counselors and speech and language pathologists shall be permitted to supplant the one (1) annually scheduled systemwide professional development day with other day long, nursing related professional development activities, provided however, that the professional development activities shall be conducted outside of the school day. Such activities must be taken during the contract year in question and must be completed not later than August 31st in order to be counted for that particular contract year. Proof of attendance at such professional development activities must be submitted to the Director of Curriculum in order for salary schedule credit to be received by school nurses. School nurses may also attend the systemwide professional development activities.

ARTICLE XXIX MENTORING

- A. There shall be a mentoring program for all teachers new to teaching and new to the Somerset or Somerset-Berkley Public School Districts.
- B. Teachers who wish to serve as mentors may apply to become a mentor by completing an application and indicating their interest in the mentor program and the background and experience they bring to the position.
- C. All potential new mentors will be trained in the district training program, which will be offered twice throughout the school year. Ten (10) Professional Development Points will be awarded for (a) attending mentor training and (b) for attendance at a minimum of 3 out of 4 meetings per year. These meetings shall be

held after school hours and shall be scheduled for no longer than one and a half (1.5) hours.

- D. Mentors shall receive a stipend of one thousand dollars (\$1,000.00) to mentor a person who is new to teaching. New to teaching is defined as three (3) or less years of teaching experience.
- E. Mentors shall receive a stipend of five hundred dollars (\$500) to mentor all persons within their building who are new to Somerset but have more than three (3) years of teaching experience.
- F. A mentor coordinator shall be appointed to oversee the mentoring programs at all schools. If a bargaining unit member applies for the position, the coordinator shall not be the Superintendent. This person shall not act as a mentor him/herself (unless the person so chooses to mentor a new teacher in addition to being the mentor coordinator). The mentor coordinator, in conjunction with the Superintendent shall coordinate the mentor/mentee training and meetings, professional development activities, and problem solving, etc. for the program. The mentor coordinator shall receive a stipend of one thousand dollars (\$1,000) for coordinating the program for one school year.
- G. All mentors and the mentor coordinator shall receive one (1) additional professional day beyond those available via the provisions of Article X, § D.4 of the collective bargaining agreement for use during the school year.
- H. All mentors and the mentor coordinator shall receive fifteen (15) Professional Development Points (PDP's) for their mentoring work during the school year.
- I. For mentors of new teachers and new teachers, there shall be release time once per month, with substitute coverage provided, to facilitate a required monthly observation. This time shall be documented and returned to the coordinator at the end of the year. Mentors of teachers new to the district but not new to teaching will not be required to schedule formal observations but may do so if the parties feel it would be helpful to the teacher new to the district.
- J. Mentors shall be matched as closely as possible with their protégé according to grade level and discipline by a team consisting of the Building Principal and the Mentor Coordinator.
- K. Retirees may be asked to mentor in their discipline area. Current employees will be given first consideration.
- L. Mentors shall keep a log of their meeting times with their protégé. Mentors of new teachers are expected to meet with their protégé a minimum of two hours per week (including any monthly observations). Mentors of people new to the district are expected to meet with their protégés a minimum of one hour per month. Logs

shall be returned to the coordinator at the end of the second term and at the end of the year. The journal of notes on observations or other professional conversations between mentor and protégé shall be absolutely confidential to the mentor and protégé and at the conclusion of said school year, shall become the exclusive property of the protégé.

- M. The mentors and the protégés shall provide feedback to the Mentoring Steering Committee concerning their mentoring experience.
- N. Mentors and protégés shall be required to attend an orientation session to be held during the summer months.
- O. If the mentor and/or protégé deem the relationship incompatible and/or ineffective, the following steps will be implemented:
 - 1. The Mentor Coordinator will be notified;
 - 2. the mentor and the protégé will discuss the relationship with the Coordinator;
 - 3. if, after meeting with the Mentor Coordinator, it is still deemed to be an ineffective relationship, either or both parties should indicate(s) in writing to the Superintendent that they wish to terminate the relationship;
 - 4. if possible, the mentor shall be reassigned and the protégé will be assigned another mentor;
 - 5. if the mentor cannot be reassigned another protégé, the mentors stipend will be prorated based on month the relationship was terminated.

**ARTICLE XXX
DURATION**

This Contract shall continue in effect to and including August 31, 2014, and shall thereafter automatically renew itself for successive terms of one (1) year each unless by October 1, 2013, or October 1 of any succeeding year, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

In Witness Whereof, we set our hands on this the _____ day of _____, 2013.

**SCHOOL COMMITTEE OF SOMERSET: SOMERSET-BERKLEY REGIONAL
SCHOOL COMMITTEE:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SOMERSET TEACHERS ASSOCIATION:

APPENDIX A
I. SALARIES

- A.** The entire salary of a teacher is earned during the school year from September to the last day of school in June. Our system of salary payments provides twenty-six (26) pay periods with checks payable every two (2) weeks. Teachers who terminate their service in June may collect their July and August reserved salary payments in a lump sum no later than the second teacher pay day following termination. Teachers who conclude their service during the school year may receive July and August reserved salary payments on a pro-rata basis in accordance with the number of weeks employed and the salary earned. Direct deposits of pay checks shall be available to any financial institution designated by a bargaining unit member in writing.
- B. Summer Pay:**
Teachers who wish to receive a lump sum payment of their remaining salary at the conclusion of the school year shall, notify their building principal by April 15.
- C. Check Release:**
Teachers who give written authorization to a designated representative may have their checks picked up for them at the central administration office. Checks will be unavailable for pickup prior to 10:30 a.m. on a payday.
- D. Withholding Increments:**
Upon recommendation of the Superintendent, the School Committee retains the right to withhold or reduce the annual increment due to a teacher or to deny lateral movement from one schedule to another if the teacher's work is unsatisfactory.
- E. Step/Schedule at Hire:**
The Superintendent reserves the right to place a teacher on any step of the salary schedule at the time of his/her hiring or re-hiring into the public schools, commensurate with his/her academic credentials presented at the time of hiring or re-hiring.
- F. Advancing on the Salary Schedule:**
Any teacher receiving a degree while in service, upon presentation of satisfactory evidence, will be placed on that salary classification and the salary will be adjusted at the time of completion. A teacher who acquired fifteen (15) credits beyond a bachelor's degree will receive the increment due him/her according to the salary schedule then in effect at such time of credit acquisition. A teacher who receives fifteen (15) credits beyond his last degree status will receive the necessary adjustments in salary at the time of completion of a schedule status. The same procedure is to hold true for schedules five (5), six (6), six and one half (6.5) and seven (7) on the salary schedule. In order to be eligible for movement from one lane to another, a professional employee must notify the Superintendent in writing by no later than December 15th of the preceding school year of his/her anticipated eligibility for a lane movement.

1. BS means acquisition of a Bachelor's Degree from an accredited college or university.
2. BS + 15, BS + 30 and BS + 45 means fifteen (15), thirty (30) and forty-five (45) credits beyond a Bachelor's Degree toward a Master's Degree or fifteen (15), thirty (30) or forty-five (45) credits in graduate subject matter related to his field of teaching beyond a Bachelor's Degree, or with advance approval of the Superintendent, fifteen (15) credits in graduate level courses relevant to the educational process. The BS + 45 column is effective in the 1996-97 school year. The Superintendent, in his discretion, may waive the necessity of the above-referenced credits being "graduate" credits.
3. Masters means acquisition of a Master's degree from an accredited college or university in the field or fields of a teachers' major concentration or in a subject matter related to the field of teaching.
4. Masters + 15, 30, 45 or 60 means fifteen (15) credits, thirty (30) credits, forty-five (45) or sixty (60) credits beyond a Master's Degree toward the acquisition of Certificate for Advanced Graduate Study (C.A.G.S.) from an accredited college or university in the field or fields of teacher's major concentration, or fifteen (15) credits, thirty (30) credits, forty-five (45) credits or sixty (60) credits in graduate subject matter related to his field of teaching beyond a Master's Degree, or with advance approval of the Superintendent, fifteen (15) credits in graduate level courses relevant to the education process.
5. C.A.G.S. + 15 means + fifteen (15) credits beyond a C.A.G.S. from an accredited college or university in the field of teacher's major concentration or fifteen (15) credits in graduate subject matter related to the field of teaching, or with advance approval of the Superintendent, fifteen (15) credits in graduate level courses relevant to the education process.
6. Doctorate means acquisition of a Doctor's Degree from an accredited college or university in the field or fields of a teacher's major concentration or in subject matter related to the field of teaching.
7. The above shall apply only to courses commencing September, 1975, and thereafter, except for Articles 8 and 11, which apply effective September, 1979.
8. The Superintendent shall in accordance with criteria stated above determine whether courses qualify for credits; such determination shall not be unreasonable.

G. Retirement Incentive:

Teachers with twenty (20) years of service in the Somerset or Somerset-Berkley School Systems will be entitled to a salary increase of \$1,500 over and above the applicable step in the then existing salary schedule in the final year before retirement. In order to receive

such adjustment in salary schedule, the teacher must notify the Committees in writing of his/her intention to retire by December 31 of the school year at the end of which the teacher intends to retire. Teachers with twenty-five (25) years of service in the Somerset or Somerset-Berkley School Systems will be entitled to a salary increase of \$2,500 subject to the terms and conditions stated above.

- H. Longevity.** Teachers with the following years of continuous service in the Somerset or Somerset-Berkley School Systems will be granted non-cumulative longevity pay as follows:

Longevity

8 years	1400
10 years (provided teacher at	4567
15 years top of salary schedule)	4677
20 years	4841
25 years	4951
26 years	5061
27 years	5171
28 years	5281
29 years	5390
30 years	5500

Payment of Longevity:

Teachers will have the option to receive their accumulated longevity in a lump-sum payment. If a bargaining unit employee opts for a lump sum longevity payment, said payment shall be made in the form of a separate check to be paid in the last pay period in November. Any bargaining unit member desiring a lump sum longevity payment shall notify the administration in writing on a form provided by the Administration by May 1 of that calendar year.

- I. Enhanced Longevity:**

In any three (3) consecutive years following the completion of twenty (20) years of service in the field of education with the Somerset or Somerset-Berkley Public Schools, a bargaining unit member has the option of augmenting his/her salary by \$500.00 a year. In any three (3) consecutive years following the completion of twenty-five (25) years of service in the field of education with the Somerset or Somerset-Berkley Public Schools, a bargaining unit member has the option of augmenting his/her salary by \$833.33 a year. An eligible employee shall be allowed to select either the twenty year augmented longevity benefit or the twenty-five year augmented longevity benefit, but not both. Such augmented longevity shall be in lieu of any benefits to which a bargaining unit member is otherwise entitled pursuant to Appendix A, Article G. 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 Appendix A, Article 13. Any bargaining unit member who leaves the district prior to receiving the three (3) year benefit shall forfeit any remaining amount to which he/she would otherwise have been entitled.

1. **Notification:**
Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than October 1st preceding the first school year in which the augmented longevity is to become effective.

**Teacher Salary Schedule
2011-2012**

Step	B	B+15	B+30/M	B+45	M+15	CAGS M+30	M+45	M+60	PhD
1	37,205	38,319	40,893	41,343	41,790	43,352	44,243	44,909	45,251
2	38,879	40,105	42,575	43,074	43,578	45,029	46,035	46,700	47,039
3	41,117	42,236	44,808	45,310	45,808	47,256	48,267	48,930	49,269
4	43,170	44,406	46,862	47,363	47,862	48,820	49,712	50,379	50,726
5	45,181	46,412	48,869	49,376	49,882	50,726	51,724	52,390	52,734
6	47,629	48,837	51,132	51,636	52,137	52,734	53,737	54,401	54,746
7	50,010	51,132	53,587	54,081	54,577	55,189	56,079	56,744	57,202
8	51,909	53,136	55,602	56,102	56,602	57,647	58,654	59,319	59,666
9	53,927	55,151	57,517	58,068	58,613	59,664	61,112	61,768	62,230
10	55,931	57,052	59,509	60,071	60,629	61,560	63,116	63,783	64,021
11	59,713	60,837	63,307	63,867	64,426	66,902	68,249	68,911	69,369

2012-2013

Step	B	B+15	B+30/M	B+45*	M+15	CAGS M+30	M+45	M+60	PhD
1	39,268	40,506	43,000	43,505	44,014	45,479	46,495	47,167	47,509
2	41,528	42,659	45,256	45,763	46,266	47,728	48,750	49,420	49,761
3	43,602	44,850	47,331	47,837	48,340	49,309	50,209	50,883	51,234
4	45,633	46,876	49,358	49,870	50,381	51,234	52,241	52,914	53,261
5	48,105	49,325	51,644	52,153	52,659	53,261	54,274	54,945	55,294
6	50,510	51,644	54,122	54,622	55,123	55,741	56,640	57,311	57,774
7	52,428	53,667	56,158	56,663	57,168	58,223	59,240	59,913	60,262
8	54,466	55,703	58,093	58,649	59,199	60,260	61,723	62,385	62,852
9	56,490	57,622	60,104	60,671	61,236	62,175	63,747	64,420	64,661
10	58,699	59,838	62,339	62,908	63,475	65,208	66,680	67,355	67,709
11	60,907	62,054	64,573	65,145	65,714	68,240	69,614	70,290	70,756

***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.**

2013-2014

Step	B	B+15	B+30/M	B+45	M+15	CAGS M+30	M+45	M+60	PhD
1	39,857	41,114	43,645	44,158	44,674	46,161	47,193	47,875	48,222
2	42,151	43,298	45,935	46,449	46,960	48,444	49,481	50,161	50,508
3	44,256	45,522	48,041	48,554	49,066	50,048	50,962	51,646	52,002
4	46,318	47,579	50,098	50,618	51,136	52,002	53,025	53,707	54,060
5	48,826	50,065	52,418	52,935	53,448	54,060	55,089	55,769	56,123
6	51,268	52,418	54,934	55,442	55,950	56,577	57,490	58,171	58,641
7	53,214	54,472	57,000	57,513	58,026	59,097	60,129	60,811	61,166
8	55,283	56,538	58,964	59,528	60,087	61,164	62,649	63,321	63,795
9	57,337	58,487	61,006	61,582	62,154	63,108	64,703	65,387	65,631
10	59,579	60,736	63,274	63,852	64,427	66,186	67,681	68,365	68,724
11	61,821	62,985	65,542	66,122	66,700	69,264	70,658	71,344	71,818

APPENDIX B
Side Letter

- A** The parties agree that the language in Article XX (p.21) re: the necessity of a transfer encompasses the need of the Committees to provide a reasonable accommodation under state and federal disability/handicap anti-discrimination laws, including but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and G.L. c. 151B.
- B** The parties agree that no teacher shall lose any prep time because of a homeroom scheduling.
- C** The parties agree that high school teachers shall not be required to provide more than supervisory duties when covering a class and that such coverage will be assigned on a rotating and equitable basis.

Appendix C Extra Services

All things being equal, bargaining unit members will receive preference on extra service positions.

Individuals holding extra service fee positions which are seasonal in nature shall be compensated in a lump sum at the conclusion of the seasonal position.

Individuals holding extra service fee positions which are year-long positions may choose to be compensated either in a lump sum payment at the conclusion of the year.

The work year for Guidance Counselors, School Adjustment Counselors, the Special Ed Coordinators and the Planetarium Director shall begin with one (1) week before the start of the school year for professional staff and shall conclude one (1) week after the conclusion of the school year for professional staff.

Appendix C

HS Co Instructional Differentials

	11-12 <i>(last day)</i>	12-13	13-14
Special Education Transition Coordinator	5050	5100	5177
Lead Guidance Counselor	8235	8317	8442
Guidance Counselor	6252	6314	6409
Guidance (First Year)	3568	3604	3658
Media Specialist (HS Librarian)	5970	6030	6120
School Achievement Counselor	4458	4503	4570
Crisis Team Leader	1515	1530	1553
Special Needs Coordinator	4458	4503	4570
Planetarium Director	6877	6946	7050
Planetarium Evening	1833	1851	1879
Software Applications Manager	8235	8317	8442
School Treasurer	4785	4833	4906
Business Department Head	7563	7638	7753
Virtual High School Coordinator	1560	1576	1600

MS Co Instructional Differentials

Guidance	4458	4503	4570
Guidance (First Year)	3568	3604	3658
Librarian	3568	3604	3658
School Adjustment Counselor	4458	4503	4570
Special Needs Coordinator	4458	4503	4570
Special Needs Coordinator (First Year)	3568	3604	3658

Elementary Co Instructional Differentials

Special Needs Coordinator	4458	4503	4570
Special Needs Coordinator (First Year)	3568	3604	3658
Special Education Differential	824	832	845

Program Stipends

Practical Arts Director	1133	1144	1162
Evening School Director	9600	9696	9841
Summer School Director	4715	4762	4833

Miscellaneous

Tutoring Rate/hour	28.45	28.74	29.17
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	11-12 <i>(last day)</i>	12-13	13-14
Student Supervision High School			
Cafeteria Supervisor/hour	17.28	17.45	17.72
Detention Supervisor	3453	3488	3540
Early Morning Supervisor	1342	1356	1376
Student Supervision Middle School			
Cafeteria Supervisor/hour	13.33	13.46	13.67
Detention Supervisor	2761	2789	2831
Early Morning Supervisor	1342	1356	1376
Student Activities District			
Competition Majorette Advisor	1891	1910	1938
Student Activities High School			
9 th Grade Advisor	897	906	919
10 th Grade Advisor	897	906	919
11 Grade Advisor	2592	2618	2657
12 th Grade Advisor	2592	2618	2657
Amnesty International	787	795	807
Breeze	1899	1918	1947
Color Guard & Rifle Advisor	1891	1910	1938
Video Club Advisor	533	539	547
Debate Coach	2289	2312	2346
Drama Coach	2975	3005	3050
Drama Coach Assistant	898	907	920
Future Teachers	961	970	985
International Relations Advisor	772	779	791
Jazz Band Director	1155	1167	1184
Jazz Choral Director	1155	1167	1184
Junior Classical League	812	820	832
Marching Band Director	5733	5790	5877
Marching Band Director Assistant	4449	4494	4561
Math Club Advisor	2301	2324	2359
National Honor Society	2073	2093	2125
Peer Leader	864	872	885
Saturday School Director/Hour	28.45	28.74	29.17
Science Club	787	795	807
Science Fair Coordinator	765	772	784
Ski Club Advisor	1204	1216	1234
Student Council	1309	1322	1342
Twirling Advisor	1891	1910	1938

	11-12 <i>(last day)</i>	12-13	13-14
Wellness Day MIAA Prog Ch	430	435	441
Yearbook Advisor	4319	4362	4427
Hip Hop Advisor	535	541	549
Key Club Advisor	535	541	549
Envirothon Adviser	1072	1082	1099
Science Olympiad Advisor	1072	1082	1099
Show Choir Director	1607	1623	1647
DECA Advisor	1072	1082	1099

Student Activities Middle School

Art Club Advisor	423	427	434
Drama Coach	1333	1347	1367
Drama Coach Assistant	898	907	920
Green Team	452	457	464
Technology Club	452	457	464
Math Club Advisor	2301	2324	2359
Peer Leader	864	872	885
Science Club	577	582	591
Ski Club Advisor	1204	1216	1234
Spelling Club	2301	2324	2359
Student Council	848	857	870

Athletics

High School: Boys	11-12 (last day)	12-13	13-14
Baseball			
Head Coach	4868	4917	4991
Assistant Coach	2998	3028	3073
Freshman Coach	2715	2742	2783
Basketball			
Varsity Coach	5935	5994	6084
Junior Varsity Coach	3610	3646	3701
Freshman Coach	3243	3276	3325
Cross Country	3424	3458	3510
Football			
Varsity Coach	7782	7860	7978
Varsity Coach Assistant(s)	4323	4366	4432
Junior Varsity Coach(s)	3829	3867	3925
Freshman Coach(s)	3829	3876	3925
Golf	3097	3128	3175
Hockey			
Varsity Coach	5165	5217	5295
Varsity Coach Assistant	3288	3320	3370
JV Coach	3288	3320	3370
Soccer			
Varsity Coach	4334	4377	4443
JV Coach	2769	2797	2839
Tennis	3338	3371	3422
Wrestling			
Varsity Coach	3608	3644	3698
Varsity Coach Assistant	2749	2777	2818
Track: Winter (Boys/Girls Combined)			
Varsity Coach	3854	3893	3951
Varsity Coach Assistant(s)	2810	2838	2880
Track: Spring			
Varsity Coach	4585	4631	4701
Varsity Coach Assistant	3147	3179	3226

High School: Girls'	11-12 <i>(last day)</i>	12-13	13-14
Basketball			
Varsity Coach	5937	5996	6086
JV Coach	3610	3646	3701
Freshman Coach	3243	3276	3325
Field Hockey			
Varsity Coach	4013	4053	4114
Varsity Coach Assistant	2570	2596	2635
Gymnastics			
Varsity Coach	3608	3644	3698
Varsity Coach Assistant	2749	2777	2818
Softball			
Varsity Coach	4868	4917	4991
Junior Varsity Coach	2998	3028	3073
Freshman Coach	2770	2798	2840
Volleyball			
Varsity Coach	3496	34531	3584
JV Coach	1798	1816	1843
Soccer			
Varsity Coach	4334	4377	4443
Junior Varsity Coach			
Tennis			
	3338	3371	3422
Track: Spring			
Varsity Coach	4585	4631	4701
Varsity Coach Assistant	3147	3179	3226
Cheerleading: Fall			
	2292	2315	2349
Cheerleading: Winter			
	1526	1541	1564
High School: Miscellaneous			
Athletic Trainer	14617	14763	14984
Middle School: Boys			
Basketball	2011	2031	2061
Baseball	2011	2031	2061

Football			
Head Coach	1910	1929	1958
Head Coach Assistant	1333	1347	1367
Soccer	1910	1929	1958
Middle School: Girls			
Basketball	2011	2031	2061
Field Hockey	1910	1929	1958
Softball	2011	2031	2061
Soccer	1910	1929	1958
Cheerleading(Fall/Winter Seasons)	1695	1712	1737
Middle School: Miscellaneous			
Intramural Administrator	1201	1213	1231
Intramural Coordinator			
Boys	2682	2708	2749
Girls	2682	2708	2749