

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

2019-22

THIS DOCUMENT is effective as of the 1st day of July, 2019, between THE BERLIN BOARD OF EDUCATION (hereinafter referred to as the "Board") and THE BERLIN EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

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## ARTICLE I

### GENERAL

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

### RECOGNITION

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

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

## ARTICLE II

### RIGHTS OF THE BOARD OF EDUCATION

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

## ARTICLE III

### PROFESSIONAL NEGOTIATION

- 3.0 Negotiations for a successor agreement shall be made in accordance with Connecticut General Statutes §§10-153a to 10-153g, inclusive. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.
- 3.1 Negotiations Over Matters Not Covered by the Agreement
- The terms and conditions of this Agreement are intended to constitute a total comprehensive and final agreement for the period covered by it. Any failure to negotiate or discuss any conditions of employment, salary issues, or other benefits during the negotiations prior to the execution of this Agreement shall not in any way constitute an understanding or assumption that such submitted matters are to be open for bargaining during the term of this Agreement.
- 3.2 Amendments
- This contract may be amended only by mutual agreement. In the event that the Association or the Board desires to make any proposal, either party shall submit such a proposal in writing. If both parties mutually agree to meet to discuss such proposal, they shall set a mutually satisfactory time and place for meeting to discuss such a proposal within thirty (30) days after receipt of the



proposal. Relevant data, points of view, proposals, and counterproposals shall be exchanged. Any agreement shall be reduced to writing, signed by the Board and the Association and shall become an addendum to this Agreement.

#### ARTICLE IV

##### SALARIES AND FRINGE BENEFITS

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

4.1 Salary Payments

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

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

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

Teachers must elect either Option 1 or Option 2 by May 1. Once an election is made, it shall remain in effect for all subsequent contract years unless the teacher changes the election by May 1. If a teacher fails to make any election, he/she shall be automatically enrolled in Option 1.

All teachers shall be paid by direct deposit.

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

4.2 Placement On The Salary Schedule

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

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

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

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

#### 4.3

##### Degree Definitions

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

- |            |  |
|------------|--|
| Bachelor   | A baccalaureate degree earned at an accredited college or university.  |
| Master     | A Master's degree earned at an accredited college or university; or the completion of thirty (30) credits beyond the baccalaureate degree in a planned program approved by an accredited college or university and approved by the Superintendent in writing prior to the commencement of the program. Effective July 1, 2013, all new hires must earn a Master's degree from an accredited college or university in order to be placed on the Master's degree salary schedule.  |
| Sixth Year | <p>(a) The completion of thirty (30) credits beyond the Master's degree in a planned program approved by an accredited college or university and approved by the Superintendent in writing prior to commencement of the program (unless the employee commenced the program prior to the employee's date of hire by the Board, in which case the Superintendent will determine, at the time of hire, whether the program will be eligible for credit under this provision upon completion);</p> <p>(b) A "Sixth Year" Certificate from an accredited college or university.</p> <p>(c) A second Master's degree from an accredited college or university in a discipline other than the discipline in which</p> |

the initial Master's degree was obtained, one of which is in the content area for which the teacher's certificate is endorsed.

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

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

#### 4.4      Professional Development

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

#### 4.5      Teacher Employment Year

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

Student School <u>Days</u>	Additional Work <u>Days</u>	Total Work <u>Days</u>
To be determined by the Board, but at least 180	To be determined by the Board, but up to 8	188

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

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

- 4.7 For eligible teachers (as described in this section), the Board will provide tuition reimbursement for up to two three-credit courses taken by the teacher during each fiscal year, subject to the following total maximum reimbursement in the aggregate for the bargaining unit for each fiscal year, to be divided equally among eligible teachers: \$55,000.

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

## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.0 Statement of Purpose

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

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

- (a) that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement, or

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

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

5.2 A "grievant" is a teacher, group of teachers, or the Association making such a claim.

5.3 A "party in interest" is a teacher, group of teachers, or the Association, including the Board or any of its representatives, who might be required to take action, or against whom action might be taken in order to resolve the claim.

5.4 "Teacher" as used in this Article, except where otherwise indicated, is considered to include each member of the bargaining unit, as defined in Paragraph 1.2 of this Agreement.

5.5 "Supervisor" is the Principal or the Administrator directly in charge of the grievant.

5.6 "Days" shall mean days on which school is in session, except that during the summer vacation period, "days" shall mean Monday through Friday, excluding legal holidays. If either the grievant or the Board desires the suspension of applicable time limits during the summer vacation period, request for such suspension must be made in writing prior to the expiration of such time period, whereupon time limits may be tolled upon mutual agreement until the opening of school in the fall.

5.7 Procedure

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

5.8 Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

5.9            Preliminary Level - Anyone with a grievance shall first discuss the grievance with his immediate supervisor. If, after such discussion, the grievant is not satisfied, he shall be entitled to have the Association assist him in further efforts to resolve the grievance at the preliminary level with his immediate supervisor.

5.10           If a grievant does not file a written grievance with the President of the Association and the Chairman of such other Association Committee established to administer the grievance procedure and forward a written grievance to the Superintendent within twenty (20) days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Four.

5.11           Formal Procedure - Level One - Immediate Supervisor

In the event a grievance is not resolved at the preliminary level, the grievant shall place in writing his grievance and submit it to his immediate supervisor, with a copy to the Association, with the objective of resolving the matter. The immediate supervisor shall give a written decision, with reasons therefore, to the aggrieved and the Association within five (5) days of receipt of the written grievance, with a copy to the Superintendent.

5.12           Level Two - Superintendent

In the event that a grievant is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within five (5) days after presentation of the grievance he may within fifteen (15) days file a written grievance with the Superintendent of Schools with a copy to the President of the Association. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the grievant and/or one or more representatives of the grievant's choice in an effort to resolve it and the Superintendent, within ten (10) days after such meeting, shall give a written decision to the grievant, his immediate supervisor and to the Association. The Superintendent shall represent the Administration at this level of the grievance procedure. At the request of either the Superintendent or the grievant, the grievant's immediate supervisor shall be present at this and other levels of the grievance procedure.

5.13 Level Three - Board of Education

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

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

5.15 Level Four - Impartial Arbitration

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

- 5.16 The Association and the Board shall select a single arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable to agree on an arbitrator, the selection shall be made from a list submitted by the American Dispute Resolution Center, Inc.

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

5.18 Rights of Teachers to Representation

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

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

5.20 Miscellaneous

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

5.21 In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced if necessary by mutual consent so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.



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

## ARTICLE VI

### DUES DEDUCTIONS

- 6.0 Upon the submission of a voluntary written authorization signed by a teacher, the Board agrees to deduct from the salary of the teacher an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. Teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

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

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

ARTICLE VII  
MAINTENANCE OF STANDARDS

- 7.0 Maintenance of Standards - The Board and the Association shall attempt in good faith to maintain the conditions of employment at the high standards as are in effect in the school system at the time this Agreement is signed.
- 7.1 The Berlin Board of Education agrees to use its best efforts, within existing facilities and budget limitations, to maintain the following guidelines for class size (excluding band, chorus and physical education classes):
- K-2: Twenty (20) to twenty-four (24) students
- 3-5: Twenty (20) to twenty-five (25) students
- 6-12: Twenty (20) to thirty (30) students

ARTICLE VIII  
WORKING CONDITIONS

- 8.0 All teachers shall be in their classrooms at least twenty (20) minutes before the opening of school in the morning, and shall remain in the building twenty (20) minutes after the close of school until the duties for the day have been completed. Arrangements may be made with the principal or designee for early departure. Upon specific request of the building principal, a teacher may be required to report or remain an additional 15 minutes when the needs of the school so dictate. All teachers may leave the building at the close of school to attend meetings of the B.E.A. and its committees or other job related functions. Early leaves for other reasons may be arranged with or granted by the immediate supervisor.
- 8.1 After School Meetings - The Board and the Association recognize the importance of meetings after school hours to better implement the educational programs of the schools. Attendance at these meetings shall be considered a professional obligation.
- 8.2 All meetings and workshops shall not exceed seventy-five (75) minutes past the close of the regular student school day. This limitation shall not apply to system-wide meetings. On early dismissal days, meetings shall commence no sooner than thirty (30) minutes after dismissal of students.
- 8.3 Preparation and Planning Periods

The elementary classroom teacher will be allowed to leave his/her classroom during the time that a special subject area teacher is instructing his/her class. This time shall be used, either within or outside the classroom, for preparation and planning, or at teacher's discretion, for other school related activities. The Administration will use its best efforts to schedule planning time for elementary classroom teachers and specialists of at least twenty (20) continuous minutes daily, exclusive of the duty-free lunch period.

- 8.4 An effort shall be made to schedule classes in the secondary schools so that secondary school teachers shall not be required to teach more than two fields nor more than three teaching preparation classes.

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

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

- 8.5 The Board of Education will make every reasonable effort to hire substitutes for special subject area teachers when such teachers are absent.

- 8.6 All Berlin High School and McGee Middle School teachers shall have one unassigned period per day. This time shall be used either within or outside the classroom, for preparation and planning or at the teacher's discretion, for other school related activities.

- 8.7 Teachers' Responsibilities - The Board and the Association agree that a teacher's primary responsibility is to teach. The profession generally entails the performance of duties and the expenditure of time beyond the normal working day.

- 8.8 Non-Teaching Duties - The Board and the Association recognize that paraprofessionals and part-time clerical and non-teaching employees are useful in order to implement the principle that a teacher's primary responsibility is to teach.

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

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

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

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

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

Fall Sports: Not later than August 1

Winter Sports: Not later than October 15

Spring Sports: Not later than December 15

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

8.13 Teacher Transfers

Transfers shall be subject to the following rules:

- A. When a reduction in the number of teachers in a school is necessary, certified and experienced volunteers shall be transferred first. In no case shall a non-tenured teacher be voluntarily transferred in preference to a tenured teacher with appropriate certification and experience.
- B. When an involuntary transfer is necessary due to the elimination of a position (not involving teacher termination), the least senior person in the building where the elimination takes place, shall be transferred, unless that teacher is in a State-required teacher preparation program for new teachers. If more than one such transfer takes place simultaneously, the choice of open positions shall be based on seniority.

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

8.14 Teaching Positions and Vacancies - All openings for teaching positions or vacancies and positions paying a salary differential, and all openings for specialists, shall be listed in a notice and posted in each school and externally for five (5) days. If a vacancy occurs after the close of the school year, notice shall be sent by mail to those staff members who have made written request to be so notified.

8.15 Reduction In Force

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

- A. Non-tenured teachers shall be terminated on a system-wide basis, before tenured teachers within the same certification range.
- B. Among tenured teachers, the least senior teacher within the following categories shall be terminated:
  - 1. Elementary - Pre-Kindergarten through fifth grade;
  - 2. Middle - Sixth through Eighth grade;
  - 3. Secondary - Ninth through Twelfth grade - within the department where the position is eliminated.
  - 4. Positions requiring "specialist" certification, where the position requires a Master's degree in the area of certification, and involves teaching between experience categories (Pre-K-5, 6-8, 9-12) on a weekly basis.
- C. No teacher shall acquire "bumping" rights outside his category of teaching experience.
- D. For purposes of this section, and Section 8.13 - Teacher Transfers, "experience" shall mean teaching experience for at least one year during the preceding five year period at the relevant grade level, as presented in Paragraph B hereof (elementary, middle, secondary, specialists).
- E. For the purpose of this section, the term "Teacher" shall be as defined in Conn. Gen. Stat. §10-151 as amended from time to time, and the term "Seniority" shall include service as an administrator employed by the Berlin Board of Education.
- F. It is understood that the procedure set forth under Conn. Gen. Stat. §10-151 as amended from time to time is the exclusive remedy for any teacher aggrieved by the non-renewal or termination of his or her contract of employment. A complaint concerning such non-renewal or termination shall not constitute a grievance under this agreement, and shall not be subject to the arbitration provisions of Article V.

## 8.16

### Recall Procedure

- A. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff shall be placed upon a reappointment list and remain on such a list for twenty-four (24) months provided such teacher does not refuse

a reappointment and provided such teacher applies in writing by registered mail for retention of his name on said list on or before March First of each year subsequent to his termination. The terminated teacher will receive from the Board of Education notice of all vacancies on the same day the notice is posted in each school.

- B. Recall will be based on a reversal of the reduction in force procedure.
- C. No new teacher shall be hired in a certification area until all teachers on the reappointment list with the certification have been recalled or decline the opening, assuming requirements have been met.

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

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

8.19 Seniority

- (a) Seniority shall be defined as continuous length of current service as a certified employee of the Berlin Board of Education.
- (b) Seniority shall commence at the time of signing the contract of employment in such period of current uninterrupted service.
- (c) Authorized leaves and periods of time on the recall list shall not be deemed breaks in service. Seniority shall accrue during paid leaves of any length, and during unpaid leaves for up to six months. Seniority shall be suspended and shall not accrue during the portion of any unpaid leave extending beyond six (6) months, and during any period of time on the recall list.
- (d) Total length of certified experience as a certified employee of the Berlin Board of Education shall be used to determine seniority only if the foregoing is inconclusive.

8.20 Length of Service:

Notwithstanding anything in the current contract to the contrary,

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

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

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

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

## ARTICLE IX

### GENERAL PROVISIONS

9.0 Teacher Privacy

The private and personal life of a teacher is not within the appropriate concern or attention of the Board of Education except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.

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



his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

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

9.3 Summer School Program and Adult Education Program

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

ARTICLE X

LEAVES OF ABSENCE WITH PAY

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

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

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

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

10.4 Teachers on Sabbatical Leave will be paid at three-quarters of their annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's annual full salary.

10.5 The teacher on Sabbatical shall agree to return to employment in Berlin for a minimum of three (3) years following the Sabbatical Leave. If he/she terminates his/her employment before the end of the three year period, he/she must return his/her Sabbatical pay on a pro rata basis for those years not worked, over such three-year period.

10.6 The grantee may maintain membership in all educational organizations and associations of his choice. Said membership shall be paid according to the existing rules governing staff members.

- 10.7 Deductions for all optional fringe benefits may be made at his request.
- 10.8 The teacher on Sabbatical will receive credit on the salary schedule for the Sabbatical Year.
- 10.9 The applicant for Sabbatical must have a Master's degree. This requirement may be waived by the Board. It is understood that a Sabbatical Leave will not be granted in order to obtain minimal certification for any position to be acquired.
- 10.10 Sick Leave – Teachers shall be allowed fifteen (15) days absence during each school year with full pay. If these allocated days are not utilized in one year, they may be accumulated as provided under Connecticut General Statute, §10-156, or any successor statute, with the understanding that once a teacher has accumulated one-hundred eighty (180) days, he/she will continue to receive fifteen (15) days each year which are non-cumulative above the one-hundred eighty (180) days, but which can be used within the year granted without reducing the one-hundred eighty (180) days accumulated.
- 10.11 At the discretion of the building principal or his or her designee, an employee may use up to seven (7) days yearly of the allowable sick days for the illness of the teacher's spouse, parent, child, mother-in-law, father-in-law or a member of the teacher's household, or of a member of the teacher's immediate family for whom the teacher has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process.
- 10.12 In the event that circumstances arise whereby a member of the unit exceeds the allotted number of days for any provisions above, sick leave may be extended upon application by the teacher, recommendation of the Superintendent, and approval of the Board.
- 10.13 Each teacher shall be allowed a maximum of five (5) consecutive days absence during each school year for each instance of death of the employee's spouse, child or parent, or a maximum of three (3) consecutive days in each instance of the death of another member of the employee's immediate family, which shall include the employee's siblings, grandparents, grandchildren, spouse's parents or other relative of the employee who is domiciled in the employee's home, or a member of the teacher's family for whom the teacher has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process. In the event of extenuating circumstances, the Superintendent may, in the Superintendent's sole discretion, waive the requirement that such leave must be taken on consecutive days.

The Superintendent may, in the Superintendent's sole discretion, approve up to two (2) additional days of bereavement leave for travel to the funeral or memorial service.

10.14 Days for Personal Affairs

All certified teachers shall be allowed not more than three (3) days for personal matters that cannot be addressed during non-school time. Examples of uses of personal leave are: attendance at a house closing; a required court appearance; attendance at a child's graduation ceremony or emergency matters that cannot be attended to during non-school time. All personal leave requests must be submitted to the teacher's building principal or Director of Pupil Personnel Services, as applicable, at least five (5) days in advance, except in the case of an emergency. All such requests must describe the reasons necessitating the request. All such requests shall be subject to the prior approval of the Superintendent or designee. These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable. If a teacher exhausts personal leave for observance of bona fide religious holy days, he or she will be entitled to up to an additional two (2) days leave.

10.15 Professional Days

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

10.16 General Leave

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

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

10.17 Parenthood Leave

- A. Maternity related disability leave pay shall not normally exceed six (6) weeks (30 days) of sick leave. Any need for maternity related sick leave in excess of six (6) weeks shall be fully explained to the Superintendent, in advance of the expiration of the six (6) week period, by the teacher's physician.
- B. A teacher may be granted, upon written request, submitted to the Superintendent, at least sixty (60) days in advance of commencement of leave, an extended leave without pay for purposes of childrearing. If such leave is granted, it shall commence immediately upon expiration of maternity related disability leave, if applicable, or otherwise on date of birth or adoption. Childrearing leave may be granted at the discretion of the Board, without discrimination between requests by male and female teachers, on such terms and conditions as may be imposed by the Board at the time of the request. If the leave commences before January 1, it shall end at the beginning of school in the following fall, except as otherwise determined by the Superintendent. If the leave commences after January 1, it shall end one year from the following fall, except as otherwise determined by the Superintendent. Notwithstanding any provision in this Agreement, the Board will comply with the provisions of the Family and Medical Leave Act.
- C. A maximum of ten (10) paid sick leave days shall be granted for the adoption of a newborn or minor child subject to the following provisions:
  - 1. Such days shall be taken within three (3) months of adoption (either prior to or following the adoption);
  - 2. The adoptive child must be under sixteen (16) years of age and cannot be the biological child, stepchild, or grandchild of either adoptive parent;
  - 3. Based on extraordinary circumstances, the Superintendent may, in the Superintendent's sole discretion, permit a teacher to use additional paid sick leave for the purposes of adoption. The decision of the Superintendent shall be final and shall not be subject to the grievance procedure.

10.18 Jury Duty

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

10.19 Personal Injury

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

10.20 Protection of Teachers from Damage Suits and Assaults

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

10.21 Association Leave - Negotiation, Grievance Representation, ULP Hearings

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

ARTICLE XI

PARENT TEACHER CONFERENCES

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

ARTICLE XII  
SEVERABILITY

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

ARTICLE XIII  
MISCELLANEOUS

- 13.0 The parties agree that all points covered hereinabove constitute the full and complete agreement between them. Each party has been fully represented and had adequate opportunity to make proposals and counterproposals and neither shall be required, without its consent, to bargain further on any matter.
- 13.1 No individual employee in the bargaining unit or unauthorized representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement.
- 13.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 13.3 This Agreement shall be binding upon the Board and the Association from the first day of July, 2019, and shall continue in full force and effect until midnight June 30, 2022.
- 13.4 All references herein to gender shall be interchangeable where the context so requires.
- 13.5 A. The Association shall be provided one hour's time on the agenda of new teacher orientation to discuss union business.
- B. The Board shall notify the Association in writing of all new hires within ten (10) business days of hire.

ARTICLE XIV  
JUST CAUSE

- 14.1 No teacher shall be suspended or be reduced in rank or compensation or denied an increment for disciplinary reasons, without just cause. A teacher shall receive a written statement of reasons for any such action.

- 14.2 Any substantive complaint received by the administration which is made against a teacher by any parent or student shall promptly be called to the attention of the teacher.

#### ARTICLE XV

#### COMPENSATION FOR ADVANCE NOTICE OF RETIREMENT

- 15.1 Teachers who provide the Superintendent of Schools with written notice of retirement no later than October 1, for retirement to become effective at the end of that school year, shall receive a payment of \$2500, which shall be payable upon retirement.
- 15.2 Teachers who provide the Superintendent of Schools with written notice of retirement no later than March 1, for retirement to become effective at the end of that school year, shall receive a payment of \$500, which shall be payable upon retirement.
- 15.3 For the purposes of this provision, the term "retirement" shall mean that the teacher retires under the provisions of the Teachers' Retirement Act.

Signed for the Berlin Board of Education

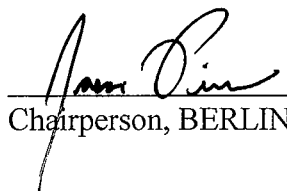
  
\_\_\_\_\_  
President, BERLIN BOARD OF EDUCATION

Date 12/14/18

Signed for the Berlin Education Association

  
\_\_\_\_\_  
Co-President, BERLIN EDUCATION ASSOCIATION

Date 12-5-18

  
\_\_\_\_\_  
Chairperson, BERLIN EDUCATION ASSOCIATION NEGOTIATING COMMITTEE

## APPENDIX A

### SALARY SCHEDULES

<b>2019-20 SALARY SCHEDULE</b>				
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>6TH</b>	<b>Ph.D.</b>
1				
2	48,853	53,831	56,818	59,705
3	50,493	55,755	58,848	61,847
4	52,197	57,747	60,958	64,065
5	53,953	59,814	63,142	66,365
6	55,773	61,955	65,410	68,750
7	57,662	64,177	67,758	71,225
8	59,615	66,482	70,197	73,788
9	62,364	69,856	73,819	77,901
10	65,727	74,394	78,012	81,266
11	69,181	78,867	81,983	84,780
12	73,588	84,250	86,593	89,268
13		89,896	90,913	94,086
14			96,268	99,471

There shall be no step advancements during the 2019-20 contract year.

<b>2020-21 SALARY SCHEDULE</b>				
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>6<sup>TH</sup></b>	<b>Ph.D.</b>
1				
2	48,853	53,831	56,818	59,705
3	50,493	55,755	58,848	61,847
4	52,197	57,747	60,958	64,065
5	53,953	59,814	63,142	66,365
6	55,773	61,955	65,410	68,750
7	57,662	64,177	67,758	71,225
8	59,615	66,482	70,197	73,788
9	62,364	69,856	73,819	77,901
10	65,727	74,394	78,012	81,266
11	69,181	78,867	81,983	84,780
12	74,692	84,250	86,593	89,268
13		91,244	90,913	94,086
14			97,712	100,963

Effective at the beginning of the 2020-21 contract year, each teacher not on the maximum step of the salary schedule shall advance one step on the salary schedule.



### 2021-22 SALARY SCHEDULE

Step	BA	MA	6TH	Ph.D.
1				
2	48,862	53,841	56,829	59,716
3	50,503	55,766	58,859	61,859
4	52,207	57,758	60,969	64,078
5	53,963	59,826	63,154	66,378
6	55,784	61,967	65,422	68,763
7	57,673	64,189	67,771	71,239
8	59,627	66,495	70,211	73,802
9	62,376	69,869	73,833	77,916
10	65,739	74,408	78,027	81,281
11	69,194	78,882	81,998	84,796
12	75,826	84,266	86,609	89,285
13		92,630	90,930	94,104
14			99,196	102,497

Effective at the beginning of the 2021-22 contract year, each teacher not on the maximum step of the salary schedule shall advance one step on the salary schedule.

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

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

## INSURANCE BENEFITS

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

- High Deductible/H.S.A. plan

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

For the 2019-20 contract year, the High Deductible/H.S.A. plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$2,000/4,000
Cost Share Maximum (individual/aggregate family)	\$4,000/8,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

For the 2020-21 and 2021-22 contract years, the High Deductible/H.S.A. plan will include the following elements:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,250/4,500	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$2,000/4,000
Cost Share Maximum (individual/aggregate family)	\$4,500/9,000	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below.	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount (with pro-rated funding of the deductible for part-time teachers or teachers who are hired after commencement of the insurance plan year).

For the 2019-20 contract year, one-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January. Effective with the 2020-21 contract year, and continuing thereafter for the remaining years of this Agreement, one-half of the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts in September, and the remaining one-half of the Board's contribution will be deposited into the HSA accounts in January.

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

Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to individuals enrolled in the plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based

preventive screenings. If a teacher and the teacher's spouse (as applicable) fulfill all applicable components of the wellness program during a plan year (July 1 through June 30), the Board will contribute the following additional amounts into the teacher's HSA during the following plan year:

Teacher Enrolled in Individual Coverage:	\$100
Teacher Enrolled in Two-person or Family Coverage:	\$200

Effective with the 2021-22 contract year, and continuing thereafter, the Board will no longer process employees' contributions into Health Savings Accounts on a pre-tax basis, unless the parties mutually agree otherwise.

A Health Reimbursement Account ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.

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

	2019-20	2020-21	2021-22
H.S.A.	20.0%	20.5%	21.0%
Dental Plan	21.0%	21.0%	21.0%

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

During the course of each school year, teachers shall pay their insurance premium contributions for the period September 1 through August 31.

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

D. The Board shall provide group life insurance to each full-time certified teacher in the amount of \$50,000.

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

the Berlin Board of Education, receive immediate benefits under the Connecticut Teachers' Retirement Act.

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

G. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §4980I and/or any material amendment to IRC §4980I and/or any related and/or similar state or federal law be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. During such mid-term negotiations, the parties will reopen the insurance provisions in Appendix A of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

#### SEVERANCE PAY

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

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

#### SERVICE TIME

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

#### SUBSTITUTES

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

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

Payment for such duty shall be made within 30 days.

Teachers assigned to supervise shall be paid:

\$21.00 if supervision exceeds 30 minutes

\$15.00 if supervision is 30 minutes or less.

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

#### STIPEND FOR MULTIPLE SUBJECT AREA CERTIFICATION ENDORSEMENTS AT SECONDARY LEVEL

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

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

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

#### NATIONAL CERTIFICATION STIPEND

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

## STIPENDS FOR EXTRA DUTIES

**BASE FROM  
2018-19**

### **Department Supervisor Positions (K-12)**

(Require endorsement #092 and must work an additional 15 days\*)

Guidance	\$11,726
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### **Department Coordinator Positions (K-12)**

(Non-supervisory positions; require 5 additional days)

Art	\$6,103
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Music	\$6,103
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Physical Education/Health	\$6,103
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### **Department Supervisor Positions (9-12)**

(Require endorsement #092 and must work an additional 10 days\*)

English	\$8,139
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Mathematics	\$8,139
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Science	\$8,139
---------	---------

Social Studies	\$8,139
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Special Education	\$8,139
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Technology Education, Family & Consumer Sciences, Business & Finance Technology	\$7,471
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World Languages	\$7,471
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(\* persons serving in position without 092 receive 75% of stipend and must work additional 5 days)

### **Department Coordinator Positions (9-12)**

(Non-supervisory position)

Physical Education/Health	\$3,586
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### **Coordinator Positions (6-8)**

(Non-supervisory position)

Team Leader	\$3,586
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Dept. Coordinator/Math	\$3,586
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Dept. Coordinator/Social Studies	\$3,586
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Dept. Coordinator/ I. L. A.	\$3,586
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Dept. Coordinator/ Science	\$3,586
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Dept. Coordinator/ Special Education	\$3,586
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### **Elementary Positions**

Team Leader

Stipend determined by team size as follows:

5 Teachers	\$1,793
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4 Teachers	\$1,307
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3 Teachers	\$1,046
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2 Teachers	\$522
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**BASE FROM  
2018-19**

**District wide**

**Support Personnel**

BHS Guidance Counselors-15 Days/Summer	\$4,785
BHS Webmaster	\$1,454
BHS AV Coordinator	\$1,498
BHS Awards & Scholarships	\$2,688
McGee Writing Coordinator	\$1,793
McGee Webmaster	\$1,454
McGee AV Coordinator	\$1,498
McGee Science Lab/Supplies Coordinator	\$1,498
Elementary Writing Coordinators (each school)	\$1,793
Elementary Webmaster (each school)	\$1,454
Elementary Computer Coordinators (each school)	\$1,194
Elementary AV Coordinators (each school)	\$1,194
Elementary Science Supply Coordinator (each school)	\$1,498
K-12 Curriculum Mapping Coordinator	\$3,921
K-12 English Language Learner Coordinator	\$2,687
BCBA	\$7,000

**Detention Supervisors-Hourly**

BHS Maximum Payment	\$8,071
BHS/McGee Hourly Rate	\$37.23

**Support Personnel-Hourly**

Professional Development Presenters	\$59.57
SPRINT Program (McGee) - Teacher	\$37.23
Curriculum Writing	\$37.23
Adult Education	\$37.23
Driver's Education	\$37.23
Summer School Teachers	\$44.73
Summer School (Related Service Providers)	\$55.93
Homebound Teachers	\$37.23
After-school Enrichment Instructor (Elementary)	\$37.23

**BASE FROM  
2018-19**

**DIRECTORS AND ADVISORS**

**Berlin HS-Directors**

Band Director	\$5,834
Band Assistants (2, each)	\$3,792
Jazz Band	\$1,924
Choral Director	\$2,091
Madrigal Singers	\$1,924
Drama Club	\$3,792
Musical	\$3,792
Talent Show	\$748

**Berlin HS Advisors**

Drill Team/Color Guard	\$4,329
Yearbook	\$4,271
National Honor Society	\$1,924
Math Team	\$1,345
Newspaper	\$1,345
Science Research Club	\$1,345
WERB Radio	\$1,345
Student Council (2, each)	\$964
Senior Class (2, each)	\$1,924
Junior Class (2, each)	\$1,345
Sophomore Class (2, each)	\$748
Freshman Class (2, each)	\$748
Homecoming	\$748
Youth and Government Club	\$748
Recycling Club	\$748
Literary Magazine	\$748
Habitat for Humanity	\$748
Business Club	\$748
Red Cross Club	\$748
Interact Club	\$748
Acoustics Club	\$748
GSA	\$748
Debate Team	\$732
Improv Club	\$732
Mock Trial Club	\$732
Model UN	\$732
Unified Theater	\$732
Unity Club	\$732
Fire Steppers	\$522

**BASE FROM  
2018-19**

Writing Center	\$522
Gaming Club	\$522
Other (Dictated by student interest)	
MUST DISCUSS WITH BEA PRIOR TO POSTING	

**McGee – Directors**

Band Director	\$3,159
Choral Director	\$1,195
Musical	\$1,924
Talent Show	\$748

**McGee – Advisors**

Student Council	\$1,318
Yearbook	\$1,318
Math Counts	\$748
Lego Club	\$522
MineCraft Club	\$522
Other (Dictated by student interest)	
MUST DISCUSS WITH BEA PRIOR TO POSTING	

**Elementary**

Talent Show	\$748
After-school Enrichment Coordinator (per eight-week session)	\$566
Student Council	\$373
Choral Director	\$373
Band Director	\$373
Other (Dictated by student interest)	
MUST DISCUSS WITH BEA PRIOR TO POSTING	

**BASE FROM  
2018-19**

**EVENT SUPERVISORS**

**BERLIN HIGH SCHOOL**

*Rates are per person per event.*

Home Evening Football, Soccer, Softball, Baseball	\$60.83
Away Evening Football	\$70.74
Evening Volleyball	\$40.96
Boys JV/V basketball	\$68.26
Girls JV/V basketball	\$48.41
Evening grade 9 basketball	\$40.96
Wrestling (per session)	\$58.34

**BASE FROM  
2018-19**

**EVENT SUPERVISORS**

Dance	\$73.22
Talent Show	\$58.34
Play/Musical	\$58.34
Prom/Ball	\$68.26
Concert	\$49.64
Graduation	\$68.26
Sports Award	\$48.41
Cross Country	\$59.57
Evening Pep Rally	\$39.73

**MCGEE MIDDLE SCHOOL**

*Rates are per person per event.*

Basketball	\$58.34
Wrestling	\$58.34
After School Dances	\$49.64
Evening Dances	\$73.22
Talent Show	\$49.64
Musical	\$49.64
Concert	\$49.64

**ELEMENTARY SCHOOLS**

*Rates are per person per event.*

Winter Concert	\$38.48
Spring Concert	\$38.48

**COACHING SALARIES**

**BASE FROM  
2018-19**

**BERLIN HIGH SCHOOL**

Coaches	
Head Football	\$7,699
Football Asst. (each)	\$5,003
Head Basketball (M)	\$7,699
Basketball Asst. (each)	\$5,003
Head Basketball (W)	\$7,699
Basketball Asst. (each)	\$5,003
Baseball	\$6,736
Baseball Asst. (each)	\$4,376
Lacrosse Coach Women's	\$6,736
Lacrosse Asst. Varsity	

**COACHING SALARIES****BASE FROM  
2018-19**

Lacrosse Asst. (each)	\$4,376
Lacrosse Coach Men's	\$6,736
Lacrosse Asst. Varsity	
Lacrosse Asst. (each)	\$4,376
Soccer (M)	\$6,736
Soccer Asst.	\$4,376
Soccer (W)	\$6,736
Soccer Asst.	\$4,376
Softball	\$6,736
Softball Asst. (each)	\$4,376
Swimming (W)	\$6,736
Swimming Asst. (W)	\$4,376
Swimming (M)	\$6,736
Swimming Asst.	\$4,376
Track (M)	\$6,736
Track Asst.	\$4,376
Track (W)	\$6,736
Track Asst.	\$4,376
Wrestling	\$6,736
Wrestling Asst. (each)	\$4,376
Volleyball (W)	\$6,257
Volleyball Asst.	\$4,068
Cross Country	\$5,774
Cross Country Asst.	\$3,754
Golf (M)	\$5,774
Golf Asst. (M)	\$3,754
Golf (W)	\$5,774
Golf Asst. (W)	\$3,754
Tennis (M)	\$5,774
Tennis (W)	\$5,774
Indoor Track	\$5,774
Ind. Track Asst.	\$3,754

**COACHING SALARIES****BASE FROM  
2018-19**

Cheerleading	\$4,329
Cheerleading Asst.	\$2,814
Unified Sports (hourly)	\$40.96
Intramurals (hourly)	\$37.23

**MC GEE MIDDLE SCHOOL**

Middle School Athletic Liaison	\$3,129
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**Coaches**

Baseball	\$4,329
Baseball Assistant	\$2,814
Basketball (M)	\$4,329
Basketball Asst.(1/2)	\$2,814
Basketball Asst.(1/2)	
Basketball (W)	\$4,329
Basketball Asst.	\$2,814
Cross Country	\$4,329
Cross Country Assistant	\$2,814
Soccer (M)	\$4,329
Soccer (W)	\$4,329
Soccer Asst.	\$2,814
Softball	\$4,329
Softball Asst.	\$2,814
Track (M)	\$4,329
Track (W)	\$4,329
Track Asst	\$2,814
Wrestling	\$4,329
Wrestling Asst	\$2,814
Unified Sports (hourly)	\$40.96
Intramurals (hourly)	\$37.23

**ELEMENTARY SCHOOLS**

Recess Fitness Activities Coordinator (hourly)	\$37.23
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TYPE OR PRINT

APPENDIX B

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

(To be completed by grievant)

GRIEVANT \_\_\_\_\_

DATE OF FORMAL PRESENTATION \_\_\_\_\_

HOME ADDRESS  
OF GRIEVANT \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

YEARS IN SCHOOL SYSTEM \_\_\_\_\_ SUBJECT AREA OR GRADE \_\_\_\_\_

NAME OF ASSOCIATION  
SCHOOL REPRESENTATIVE \_\_\_\_\_

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

ACTION OR CONDITION WHICH CONSTITUTED THE VIOLATION:

DATES ON WHICH THE VIOLATION OCCURRED, IF KNOWN:

REQUESTED REMEDY:

\_\_\_\_\_  
Signature of Grievant

APPENDIX B (Continued)

TYPE OR PRINT

GRIEVANCE FORM B

DECISION OF PRINCIPAL

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

GRIEVANT \_\_\_\_\_

DATE OF FORMAL GRIEVANT PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_

PRINCIPAL (OR OTHER ADMINISTRATOR) \_\_\_\_\_

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

DATE OF  
DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

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

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

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

DATE OF RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant



APPENDIX B (Continued)

TYPE OR PRINT

GRIEVANCE FORM C

REFERRAL BY PR&R COMMITTEE

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

GRIEVANT \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

CHAIRMAN OF  
PR&R COMMITTEE \_\_\_\_\_

DATE REFERRAL RECEIVED  
BY PR&R \_\_\_\_\_

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

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

DATE OF REFERRAL \_\_\_\_\_

\_\_\_\_\_  
Signature of PR&R Chairman

APPENDIX B (Continued)

TYPE OF PRINT

GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by Superintendent of Schools)

GRIEVANT \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

DATE APPEAL RECEIVED  
BY SUPERINTENDENT \_\_\_\_\_

DATE HEARING HELD  
BY SUPERINTENDENT \_\_\_\_\_

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF  
DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

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

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

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

DATE OF  
RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

APPENDIX B (Continued)

TYPE OR PRINT

GRIEVANCE FORM E

REVIEW BY BOARD OF EDUCATION

GRIEVANT \_\_\_\_\_

DATE OF FORMAL  
GRIEVANCE PRESENTATION \_\_\_\_\_

PR&R COMMITTEE REFERRAL TO BOARD:

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

DATE OF  
REFERRAL TO BOARD \_\_\_\_\_

\_\_\_\_\_  
Signature of PR&R Chairman

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

DATE APPEAL RECEIVED  
BY BOARD OF EDUCATION \_\_\_\_\_

DATE HEARING HELD BY  
BOARD OF EDUCATION \_\_\_\_\_

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF  
DECISION \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Chairman

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

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

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

DATE OF  
RESPONSE \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

APPENDIX B (Continued)

TYPE OR PRINT

GRIEVANCE FORM F

DETERMINATION REGARDING ARBITRATION

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

GRIEVANT \_\_\_\_\_

DATE OF FORMAL  
GRIEVANT PRESENTATION \_\_\_\_\_

ASSOCIATION  
PRESIDENT \_\_\_\_\_

DATE REQUEST RECEIVED  
FOR ARBITRATION \_\_\_\_\_

DETERMINATION BY ASSOCIATION:

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

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

DATE OF  
DETERMINATION \_\_\_\_\_

Chairman

\_\_\_\_\_  
Signature of PR&R

\_\_\_\_\_  
Signature of Association President

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

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

DATE OF DESIGNATION \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Signature of Board Chairman

Memorandum of Agreement

Berlin Board of Education  
and  
Berlin Education Association

Stipend Amounts

During the 2018 contract negotiations, the parties agreed to increase stipend compensation as follows, subject to the provisions of this Memorandum of Agreement:

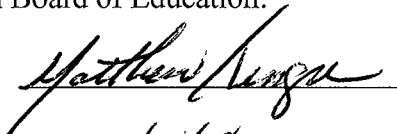
2019-20: total of 2.0%  
2020-21: total of 2.0%  
2021-22: total of 2.0%

During the 2018-19 contract year, representatives of the BEA and the Administration will review stipend compensation in order to determine how the amounts allocated for stipend increases will be applied for 2019-20, 2020-21 and 2021-22. That will review shall be completed no later than April 1, 2019. As part of those discussions, the BEA can request that positions not currently compensated be compensated. In the event that the parties are unable to reach agreement on the allocation of the amount for stipend increases prior to July 1, 2019, then the increases will not be applied.

Berlin Board of Education:

By:

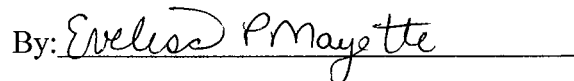
Date:

  
12/14/18

Berlin Education Association

By:

Date:

  
12-5-18