AGREEMENT

BERLIN BOARD OF EDUCATION

AND

BERLIN EDUCATION ASSOCIATION

JULY 1, 2006 TO JUNE 30, 2011

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PREAMBLE

Agreement made July 1, 2006 by and between the Berlin Board of Education of the Berlin Public Schools, Berlin, New Hampshire (hereinafter the "Board") and its employees represented by the Berlin Education Association (hereinafter the "Association") unified with the National Education Association--New Hampshire (hereinafter "NEA-NH"). The parties to this agreement are the Board and the local association.

ARTICLE 1 - RECOGNITION

1-1 The Board recognized the Association as the exclusive representative of all permanent full-time teachers employed by the Berlin Public Schools for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.

1-2 During the term of this agreement, the Board agrees not to negotiate with any teacher organization other than the designated unit in regard to any matter subject to negotiation; however, this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board deems desirable in the discharge of its responsibilities. Nothing in this agreement is to be construed to preclude the personal appearance before the Board by any employee on his or her behalf. If requested by the employee, the Association may be represented at any official meeting of the Board should such a meeting involve an employee relative to any provisions of this agreement. Meetings with an employee for the purpose of other school matters are excluded from Association representation.

1-3 The term "teacher" as used in this agreement shall mean a full-time employee of the Berlin Public Schools under contract for the school year, whose position required certification by the State Board of Education as a professional engaged in teaching. Superintendents, Assistant Superintendents, Elementary Consultants, Principals, Assistant Principals, Teaching Principals, Teaching Assistant Principals, Directors, Nurses, Business Administrators, and other persons employed by the State Board of Education, paraprofessionals, and specialists who teach three periods or less per day or who spend fifty percent (50%) or less of their time per week teaching are excluded from this definition of teacher. Guidance counselors, librarians, and department heads are included in the bargaining unit.

ARTICLE 2 - NO DISCRIMINATION

2-1 The Association agrees to represent equally all teachers without regard to race, color, creed, age, sex, marital status, teaching assignment, or membership in the Association.

2-2 The Board agrees not to discriminate against a teacher because of race, color, creed, age, sex, marital status, or membership in the Association.

ARTICLE 3 - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

3-1 The Board, subject only to the language of this agreement, reserves to itself, full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

3-2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them, and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE 4 - NEGOTIATION PROCEDURE

4-1 Should either party desire to modify or terminate the agreement, it shall so notify the other in writing not later than October 1 prior to the expiration of the agreement. Such notice, if made by the Association, shall be forwarded to the School Board through the Office of the Superintendent of Schools, and if made by the School Board, it shall be forwarded to the Association through the President of the Association. Thereafter, the parties agree to enter into negotiations over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Berlin City Council. The Board shall make every effort to secure the funds necessary to implement said agreement.

4-2 When a tentative agreement is reached on a successor agreement between the Berlin Board of Education and the Berlin Education Association, a simple "yes" or "no" ballot will be presented to the membership with a positive recommendation from the negotiating committee for ratification.

4-3 During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request, the Board will make available to the Association for inspection all pertinent, non-confidential records, data and information of the Berlin Public Schools system in the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist it in the negotiations.

4-4 If agreement is not reached by January 1, following the above procedure, either party may call for impasse resolution utilizing the procedures set forth hereunder. Further, the Board and the Association agree to reasonably insure that the procedures for impasse resolution are not invoked for inconsequential matters.

4-5 After an impasse is declared, the Board and the Association shall each appoint a representative to select a mutually acceptable mediator. If, after ten (10) days from the call for mediation a mediator has not been mutually chosen, the American Arbitration

Association shall appoint a mediator in accordance with their rules and procedures.

4-6 The mediator shall meet with the representatives of the parties within a reasonable time after his appointment and establish the points of issue. The mediator will attempt to mediate the points of issue by meeting with the parties or their representatives, or both, either jointly or separately, and will take such other steps as he may deem necessary and appropriate in order to resolve their differences and effect a mutually acceptable agreement. The cost for the services of the mediator, including per diem fees, and actual and necessary travel and subsistence expenses will be shared equally by the parties.

4-7 In the event the parties have not reached agreement on a contract by February 1, a fact finder will be chosen by the parties, or failing agreement, a fact finder will be appointed according to the procedures of the American Arbitration Association. A hearing shall be held by March 1 or as soon as is practical. The fact finder shall make and report findings of fact, together with recommendations for resolving each of the issues remaining in dispute, within thirty (30) days of the hearing. The findings and recommendations of the fact finder shall not be made public until the negotiating teams shall have considered them for ten (10) days.

4-8 If either negotiating team rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, which shall vote to accept or reject so much of his recommendation as is otherwise permitted by law.

4-9 If either the full membership of the employee organization or the board of the public employer rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his recommendations as otherwise is permitted by law.

4-10 If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the board of the public employer if the mediator so chooses.

4-11 The parties shall share equally all fees and costs of fact finding.

4-12 It is understood that both parties have had an opportunity to make proposals and counter proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

4-13 On matters of serious mutual concern, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed as an amendment to this agreement.

ARTICLE 5 - TEACHER CONTRACTS/PLACEMENT ON SALARY SCHEDULE

5-1 Individual teacher contracts shall not be inconsistent with the terms of this agreement.

5-2 The teachers' salary schedule is contained in Appendix A of this agreement.

5-3 Initial placement on the salary schedule shall be at the discretion of the Superintendent. However, no teacher hired shall be placed on a higher step than present members of the bargaining unit with the same amount of experience. Thereafter, teachers who have completed at least ninety (90) school days of teaching service in the district when students are in attendance during the school year and whose performance is satisfactory shall be advanced one step on the appropriate salary track the following school year, upon the recommendation of the Superintendent and the approval of the Board, until the stated maximum has been reached.

5-4 A teacher whose work is adjudged unsatisfactory may be retained at the same salary step for the succeeding year or be non-renewed. In either case, the teacher shall be so notified by April 15th. An employee who has had an increment withheld may request a review by the Superintendent and the Board of Education of his performance to determine if he should continue to be retained at the same salary step for the succeeding school year. Such request must be in writing to the Superintendent. Following such a review, the Superintendent shall, at his discretion, determine whether to retain an increment or restore the employee to a higher step on the salary schedule or to the step the employee would have achieved if the employee had not been retained. The Superintendent shall inform the teacher of the reasons for his decision.

5-5 Placement on the masters' track is dependent upon the final approval of the Superintendent of Schools. All courses must be either in an accepted degree program or be directly related to the teacher's professional area of work

5-6 Except those teachers whose professional licenses are not contingent upon degree but are contingent upon equivalent work experience, certifiable non-degree teachers shall be paid at the appropriate step of the Bachelor's Degree track, less $200.

ARTICLE 6 - LONGEVITY

6-1 Longevity payments will be based upon the following index multiplied by the BA base for the then current year:

Years of Service Completed*	Index
17 through 19	.035
20 through 21	.048
22 through 23	.061
24 through 26	.074
27 through 29	.087
30 or more	.100

*An example of the application of this table is: a bargaining unit member who has completed seventeen years of service in the bargaining unit of the Berlin Public Schools will receive in year eighteen, in addition to all other compensation, a longevity stipend of $1,073 (2006-07 BA base of $30,653 multiplied by .035). In that same year, a bargaining unit member completing twenty-seven years would receive in year twenty-eight, a longevity stipend of $2,667 ($30,653 multiplied by .087).

ARTICLE 7 - SEVERANCE PAY

7-1 Teachers who resign, retire, or die shall be eligible for payment for unused sick leave in accordance with the following requirements:

7-1.1 Teachers who entered the employ of the Board on or after September 1967, must subsequently complete ten (10) years of service in the district to be eligible for severance pay (i.e. unused sick leave).

7-1.2 Teachers who entered the employ of the Board on or after September 8, 1982, must subsequently complete fifteen (15) years of service in the district to be eligible for severance pay (i.e. unused sick leave).

7-1.3 Maximum accumulation for payment of unused sick leave is sixty (60) days.

7-1.4 Payment for unused sick leave shall be computed at the rate of 1/185th of the teacher's base salary. Effective 1996-97, for the purposes of this Article only, department head and longevity stipends will be included in the base salary for the purpose of severance calculation. For those teachers who entered the employ of the Board on or after September 8, 1982 and have subsequently completed 15-20 years of service in the district, the maximum payment for which they shall be eligible is $5,000. For those teachers who entered the employ of the Board on or after September 8, 1982 and have subsequently completed 21-25 years of service in the district, the maximum payment for which they shall be eligible is $8,000. For those teachers who entered the employ of the Board on or after September 8, 1982 and have subsequently completed 26 – 30 years of service in the district, the maximum payment for which they shall be eligible is $11,000. For those teachers who entered the employ of the Board on or after September 8, 1982 and have subsequently completed 31 or more years of service in the district, the maximum payment for which they shall be eligible is $14,000.

7-1.5 A teacher who resigns after April 30, after signing a contract with the district for the ensuing year, will forfeit eligibility for payment for unused sick leave.

7-1.6 Teachers who entered the employ of the Board on or after September 1989 must complete the applicable number of years of service in the district "consecutively" in order to be eligible for severance.

ARTICLE 8 - INSURANCE PROVISIONS

8-1 The Board shall provide insurance coverage as outlined in Sections 8-3 and 8-5 below for the period of July 1, 2003 to June 30, 2006 for all teachers who complete their contractual obligations. If a teacher terminates his employment for reasons other than illness, prior to the end of a school year, his subsidy shall terminate on the last day of the month in which he is terminated. In accordance with PL 99-272, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may be eligible to remain on the Berlin Public Schools insurance plan at their own expense by reimbursing the school department for the group premium for a certain time period as specified in COBRA.

8-2 In the event that a teacher absent because of illness or injury has exhausted sick leave accrual, his salary will be discontinued. However, the Board agrees to pay health insurance premiums for those out on illness or injury and whose sick leave accrual is exhausted for a maximum period of a contract year provided it is permitted under the insurance plan.

8-3 Health insurance will be provided for eligible bargaining unit members as provided below: The Board agrees to provide Primex3 health insurance (HMO High Option (K8) $5 Co-Pay Rx $0/$15/$15 Retail $0/$1/$1 Mail; POS High Option (K5) $5 Co-Pay Rx $0/$15/$15 Retail $0/$7/$7 Mail; PPO High Option (L1)) $15 Co-Pay Rx 0/20/30 Retail 0/1/1 Mail for eligible employees. The Board will contribute 85% of the HMO premium or 85% of the POS premium in year one. In years two, three, four and five 2007-2011, the Board will contribute 80% of the HMO premium or 80% of the POS premium. Employees choosing the indemnity option will pay the difference between the Board contribution level of the appropriate point-of-service plan and the full cost of the corresponding indemnity plan. The district shall also provide equivalent coverage in the areas of life insurance coverage, accidental death and dismemberment coverage, and long-term disability insurance coverage. The Board shall provide a total of $35,000 life insurance. The long-term disability insurance coverage will have a 180-day qualifying period with benefits equal to 66 2/3 % of annual salary with a monthly maximum of $6,000 up to age 65 (see actual policy for details). Employees will have access to a Section 125 plan for premium contributions.

8-4 The Berlin Board of Education agrees to provide a health insurance incentive plan which allows a medical insurance buy-back. The plan provides an annual buy-back stipend in an amount equal to 50% of the health insurance premium for a single person POS plan or $1,300 whichever is greater, to a bargaining unit member eligible for health insurance benefits who elects not to take the health insurance coverage. In the event of a "qualifying event," a bargaining unit member will be allowed to re-enroll in the district health insurance plan by reimbursing the health insurance incentive through payroll deduction.

8-5 The Board agrees to make available Northeast Delta Dental for the period of this agreement to the single subscriber according to the following schedule of coverage:

- Coverage A – Diagnostic & Preventive 100%
- Coverage B – Restorative 80%
- Coverage C – Prosthodontics 50%

- Coverage D – Orthodontics 50%

The maximum amount that the plan pays per year (July 1 through June 30) is $ 2,000 per person. Coverage D (Orthodontics) has a separate lifetime maximum of $ 1,500 for each eligible subscriber and dependent. Any cost for dependent coverage is the responsibility of the employee.

8-6 If the health insurance vendor is to be changed, it will be done so only if the new plan is comparable to the plan contained in Article 8-3. If there is interest in changing the health insurance plan, at least two proposals will be evaluated by representatives of the Board and the BEA. The BEA agrees to work with the Board annually to perform cost/benefit analyses of possible insurance plan options.

8-6.1 Representatives of the Board and the BEA will, by majority vote, recommend to the Board which plan or plans are acceptable, if any. The Board may select one plan from those so recommended.

8-6.2 The committee evaluating proposals shall consist of three members appointed by the Board and three members appointed by the BEA. The following rules for the committee shall apply:

8-6.2a A majority shall be four (4) votes.
8-6.2b Any recommendation to the Board for a change in plan shall be by majority vote of the committee.
8-6.2c If requested by either party, the BEA representatives agree to meet with the Board's representatives on or before October 15th annually and shall complete their recommendations no later than May 1st.

ARTICLE 9 - COURSE REIMBURSEMENT

9-1 The district shall reimburse each teacher up to $ 300 per graduate credit but not to exceed the actual credit cost. The annual maximum credit reimbursement will be twelve hours per teacher. To be eligible for course reimbursement, a grade of 2.67 or better must be attained.

To be eligible for course reimbursement, courses must be in the field of education related to the bargaining unit member's position, i.e. teacher, guidance counselor, department head, be a graduate level course, and be approved by the Superintendent in advance of the teacher's registration. When a grant or an aid is received from a source other than the district, that sum shall be subtracted from the district's reimbursement.

ARTICLE 10 - TEMPORARY LEAVES OF ABSENCE

10-1 *Sick Leave*

10-1.1 A teacher shall be entitled to use accumulated sick leave, with pay at the rate of one-one hundred eighty-fifth (1/185th) of his annual salary, for any of the

following:

10-1.1a Illness or incapacity of the teacher
10-1.1b Quarantine of the teacher
10-1.1c Other absence including illness in the immediate family where the presence of the teacher is required, which has been approved in advance by the Superintendent of Schools or the Principal.

10-1.2 "Immediate Family" is defined as parent, wife, husband, son, daughter, brother, sister, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or a minor for which the employee is legal guardian.

10-1.3 Each full-time teacher will accumulate sick leave in accordance with the following schedule:

10-1.3a	Beginning teacher	6 days at beginning of school year
10-1.3b	Second year	9 days at beginning of school year plus accumulated days from previous year
10-1.3c	Third year plus	15 days at beginning of school year plus accumulated days from previous year.
10-1.3d	Maximum accumulation	110 days

10-1.4 Additional sick leave days are earned at the rate of one day per month from the fifth month on for the beginning teacher and from the eighth month on for the second year teacher. In the event of the teacher's termination, the pay for unearned days of sick leave, which have been used, will have to be paid back to the School Department. The third year teacher will receive fifteen (15) days credit at the beginning of the year to be used in the manner described for the first and second year teachers.

10-1.5 If a beginning teacher does not use over twelve (12) days sick leave during the year, no loss of pay will result. No teacher will lose any pay because of the method of crediting sick leave outlined above provided he does not use more than the number of days he is eligible to accumulate by the end of the school year.

10-1.6 To be eligible for sick leave payments, where abuse is apparent in the judgment of the administration, a teacher may be required to furnish satisfactory medical proof of illness or disability. Where satisfactory medical proof of illness or disability will be required of a teacher in order to be granted sick leave pay, he shall be so notified on the day he notifies the administration of his request for sick leave.

10-2 *Unused Sick Day Compensation*

10-2.1 Compensation for unused sick days beyond the maximum 110 accumulated days to be given at the end of the school year at a rate of $20 per day.

10-2.2 Any teacher with perfect attendance in a school year will receive a $250 stipend at the end of the school year. A teacher will not lose the perfect attendance stipend if he/she is called for jury duty.

10-3 *Maternity Leave*

10-3.1 Maternity leave shall be considered sick leave for the purposes of this section. In maternity leave involving normal termination of pregnancy, a teacher shall be eligible to use her available sick leave up to a maximum of thirty (30) days for the period immediately before and after normal termination of pregnancy.

10-3.2 A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires with a written approval of her attending physician subject to the provision of Article 12.

10-3.3 Return from maternity leave shall coincide with the returning date indicated on the teacher's leave request, as approved by the Board, provided the teacher shall present a physician's certificate of physical fitness to return to her normal teaching duties. A teacher's request for an early return date due to extenuating circumstances will not be unreasonably denied.

10-3.4 In the event complications during pregnancy result in the teacher's disability, the teacher shall be eligible to use her available sick leave. A teacher claiming sick leave benefits under this section must provide satisfactory medical evidence that she is physically disabled as a result of pregnancy, and the Board may, at its option, have a doctor of its own choosing verify such medical evidence.

10-4 *Catastrophic Sick Leave Bank*

10-4.1 A voluntary sick leave bank will be established for the benefit of those professional employees whose accumulated sick leave for illness becomes exhausted. Each participating employee will contribute two sick leave days upon their initial enrollment. The number of days in the bank will be maintained at a minimum of not less than fifty days. When the bank falls one day below this minimum, enrolled employees shall donate one additional day.

10-4.2 The employee may be eligible to receive up to fifty days from the bank. Utilization of these days will provide salary and Board provided insurance benefits not to exceed 1/185th of the professional's annual contracted salary.

10-4.3 Any professional needing to utilize the bank must submit the following to the Superintendent of Schools:

10-4.3a A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.

10-4.3b A doctor's statement indicating the nature of the illness.

10-4.3c A doctor's statement indicating the current status of the illness must be provided at each twenty-five day interval.

10-4.4 They must have fulfilled the following:

10-4.4a Exhausted available sick leave.
10-4.4b Have been ill for five consecutive days.

10-4.5 The superintendent will approve or disapprove the request within five working days. His decision is final and not subject to the grievance procedure.

10-5 *Death in the Immediate Family*

10-5.1 Up to three (3) days bereavement leave per occurrence during the school year shall be granted with pay to any teacher who requests such leave due to death in his/her immediate family. For the purpose of this article, immediate family is defined as: parent, spouse, son, daughter, brother, sister, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchild, aunt, uncle, and a minor for which the employee is legal guardian.

10-5.2 Unused bereavement leave may not be carried over to succeeding school years.

10-5.3 When unusual or extenuating circumstances occur, a teacher may request the utilization of emergency leave not to exceed two (2) additional days to extend beyond the three bereavement days.

10-6 *Emergency Leave*

10-6.1 There may be personal or emergency conditions which may require teacher absenteeism for reasons other than those heretofore mentioned. The Board agrees that such leave, not to be accumulated and not to be deducted from sick leave, may be used under the following conditions:

10-6.1a This leave shall only be used in situations of urgency, for the purpose of conducting personal or emergency business that is impossible to transact on the weekend, after school hours, or during vacation periods.

10-6.1b Teachers desiring such leave shall submit their request on the application form (provided by the Board) at least twenty-four (24) hours in advance of the anticipated absence except in cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.

10-6.1c Such leave shall not be used for seeking employment, rendering services, or working either with or without remuneration for

themselves or anyone else, for hunting or fishing or other recreational activities. It is further understood that such leave shall not be granted during the first or last week of any semester nor the last working day preceding or the first following any vacation or holiday period or in conjunction with any other forms of paid leave including maternity leave (paid or unpaid); (exceptions: graduation exercises for the teacher, spouse, child, honors convocation honoring the teacher, and/or military departure of a child or in any emergency as determined by the building administrator).

10-6.2 Teachers shall not be asked the reason for emergency leave except during the first or last week of any semester and the last work day preceding or the first following any holiday period, but must adhere to stated guidelines.

10-6.3 Maximum length of leave shall not exceed three (3) days per school year.

10-7 *Temporary Leave*

10-7.1 Temporary leave with pay for the purpose of visiting other schools or other educational activity directly related to the improvement of education within the Berlin Public Schools may be granted by the Superintendent.

10-7.2 Requests for such leave shall be made in writing and submitted via the Principal to the Superintendent for his approval prior to the commencement of the leave.

10-8 *Association Business*

10-8.1 Up to a total of four (4) days leave, non-accumulative, per year without loss of pay shall be granted for a representative of the Association to attend official Association business provided the administration is notified one (1) week prior to the leave by an officer of the Association indicating the date and reason. There shall be no more than three (3) representatives absent on any one day and no more than two (2) from any one building.

10-9 *Absence, Other*

10-9.1 For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in Articles 10-1 through 10-8, a deduction will be made for each day of absence at the rate of one-one hundred eighty-fifth (1/185th) of the teacher's salary.

10-9.2 Under no circumstances should any teacher be absent from school without the advance knowledge of the building principal in accordance with the provisions outlined in the appropriate teacher's manual as it may be revised from time to time. The Superintendent will establish procedures for call-in notification for temporary leave of absence requests.

ARTICLE 11 - UNPAID LEAVES OF ABSENCE

11-1 The Board will consider requests for leaves of absence, without pay or benefits, except as required by the Family and Medical Leave Act and in accordance with Board Policy GCBD. Only teachers who have completed at least one year of service in the Berlin Public Schools are eligible. Requests must be in writing, state the reason for the leave request, and be submitted at least sixty (60) days in advance of the date the leave is to become effective. In cases of emergency, application to the Superintendent may be made requesting fewer days' notice prior to the desired date of the beginning of the leave period. Such request shall be submitted to the Superintendent via the Principal for review and determination by the Board. The decision of the Board shall be communicated to the teacher in writing. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave.

11-1.1 *Parenting Leave*

Unpaid parenting leave shall be granted as required by the Family and Medical Leave Act and Board Policy GCBD. Any extension beyond the required period must be requested using the procedure outlined above in Article 11-1. If an extension is granted, the total leave is not to exceed one year.

11-1.2 *Military Leave*

Military leave of absence without pay or benefits shall be granted to any teacher who is drafted or enlists in any branch of the Armed Services of the United States for the period of his induction of initial enlistment. Time necessary for persons called into temporary active duty of any unit of the United States Reserves shall be granted provided such obligations cannot be fulfilled on days when school is not in session. In such cases, teachers shall be reimbursed for pay lost as a result of such reserve duty up to the difference between their regular teacher's salary that would have been paid and their reserve pay received, for up to a maximum of two (2) weeks during any school year.

11-1.3 *Sabbatical Leave*

Bargaining unit members who have been employed for seven (7) years shall be eligible for a one-year sabbatical leave. A bargaining unit member must apply for sabbatical leave no later than April 15th of the year prior to the school year in which the leave will begin. A sabbatical leave may be used for travel, research, or course work. A bargaining unit member, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying seniority and the salary schedule set forth in Appendix A of this agreement. A bargaining unit member will receive no wages or fringe benefits while on sabbatical leave. At no time shall more than 2% of the total bargaining unit staff be on sabbatical.

11-1.4 *Other Leaves*

Other requests for leaves of absence not covered in other sections of the agreement may be granted at the discretion of the Board.

11-2 Extensions, renewals, or modifications of leaves may be granted upon the teacher's written request to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent Board approval. Said leave, if granted, shall be in writing.

11-3 All benefits to which a teacher was entitled at the time his leave of absence commenced and which are currently in effect for teachers, including unused accumulated sick leave, shall be restored to him upon his return. The teacher, upon his return from such leave, shall be returned to his former position or to a position of like nature or status for which he is qualified. If the original position is not vacant, the teacher will be assigned to a vacant position within his department, as defined in Article 29 of this agreement. Teachers in grades four and five, upon return from leave, shall be assigned to a position within one grade level of their prior position, if there is no vacancy within their department. Prior to assignment to a position other than the original position, the teacher may request a conference with the Superintendent to discuss the assignment.

11-4 Failure to return at the expiration of the leave, if a position as defined above is available, shall be considered as a resignation unless such leave has been extended by the Board.

ARTICLE 12 - PHYSICAL EXAMS

12-1 If the Superintendent, in his judgment, determines that it is necessary to obtain medical opinion concerning a teacher's health or ability to perform his/her teaching assignments, he may require the teacher to be examined by a doctor; the Superintendent will indicate two doctors, the employee will select one of the two so indicated. In each instance, the district will pay for the physical examination it required, including necessary and related travel, and the teacher shall authorize the doctor to furnish the Superintendent a report of his findings. It is understood that pre-employment physical examinations and examinations required under the provisions of Article 10-1 Sick Leave, or cases related to workmen's compensation are not included in this provision for district payment.

ARTICLE 13 - ASSOCIATION USE OF SCHOOL FACILITIES

13-1 As a professional courtesy, the Board agrees that the Association may utilize established procedures to distribute information concerning the Association and its members via the school mailboxes, provided that this does not impede the distribution of administrative information and a copy of such information is supplied to the building principal in advance.

13-2 The Association may post notices of Association activities and Association business on teacher bulletin boards located in the teachers' room, provided, as a

professional courtesy, a copy of such material is given in advance to the building principal.

13-3 The Association and its representatives and the NEA-NH representative may use school buildings to conduct Association business with the advance knowledge and approval of the building principal provided this shall not interfere with or interrupt normal school operation.

ARTICLE 14 - TEACHER ACCESS TO SCHOOL BUILDINGS

14-1 Teachers will be provided access to school buildings for working purposes associated with their teaching responsibilities outside regular school hours. The superintendent in conjunction with building principals will develop a procedure that will maintain building security while allowing reasonable access. Only keys allowing access to the teacher's area of responsibility will be issued.

ARTICLE 15 - POSTING OF TEACHER JOB OPENINGS

15-1 Notices of teacher and extra curricular job openings, including a job opening or job openings which have been created by the filling of a previous job opening within the district will be posted on the official bulletin board in each school. The job(s) will be posted for five working days prior to interviews taking place. If an opening occurs after August 15 or if an immediate opening occurs due to a departure during the school year, posting will occur five working days prior to interviews, if possible, but shall always occur at least five days prior to the position being filled.

15-2 Teachers who desire to be considered for a posted job opening shall file a written statement of such desire with the Superintendent of Schools within the deadline specified on the notice.

15-3 Selection of a candidate, whether within or from outside the school district shall be at the discretion of the Superintendent. The Superintendent shall communicate his decision in writing to each teacher who has filed a request in writing, and such decision by the Superintendent shall not be subject to the grievance procedure.

15-4 The Board agrees that in the event job openings occur after July 1 through August 15 which are subject to posting, that in addition to posting in the schools, the position will be advertised in the local newspaper.

ARTICLE 16 - PAYROLL

16-1 *Payroll Deductions*

16-1.1 Teachers may voluntarily authorize payroll deductions for the following:

16-1.1a Credit Union
16-1.1b Regular dues to the Berlin Education Association unified with NEA-NH or the National Education Association.

16-1.1c Hospital-Surgical Insurance premiums and other premiums deducted as an employee's share of the premium payments required for such coverage provided by the district.

16-1.1d Tax shelter annuities

16-1.1e Long term care insurance

16-1.2 Such voluntary authorizations shall be made on the forms provided or approved by the district and shall be submitted to the payroll department in the central office. Authorization for deduction of Association dues will be submitted to the central office.

16-1.3 Monies so deducted will be forwarded to the appropriate agencies or organization upon demand as accrued.

16-1.4 Such deductions may be discontinued upon 30 days' written notice by the teacher to the payroll department in the central office.

16-2 *First Pay*

16-2.1 The first pay day in the school year for teachers shall be the second Thursday in September in each year of the contract.

16-3 *Teachers' Work Year*

16-3.1 Teachers will be required to work no more than 184 days in a school year. A teacher's per diem rate will continue to be calculated as 1/185th of their annual salary.

ARTICLE 17 - GRIEVANCE PROCEDURE

17-1 *Definition:* A "grievance" shall mean a complaint by a teacher that there has been to him/her a personal loss or injury as a result of a violation or misapplication of any of the provisions of this agreement. A grievance may also be initiated by the Berlin Education Association concerning alleged violations or misapplications of the provisions of this agreement only when the matter cannot be grieved by the individual employee and does not affect a teacher's right or benefit under the contract. Such grievances may not be initiated by the BEA whenever it involves a personal loss or injury to an employee. Any grievance initiated by the BEA shall be subject to the restrictions and procedures listed in Article 17.

17-2 *Grievance Exclusions*:

17-2.1a Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

17-2.1b A complaint of a probationary teacher which arises by reason of his not being re-employed; or

17-2.1c A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which a continuing contract either is not possible or is not required; or

17-2.1d Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

17-2.1e It is understood that any employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration.

17-2.1f A grievance, to be considered under this procedure, must be initiated in writing by the employee within twenty (20) days of its occurrence, or within twenty (20) days of when the teacher should have known of its occurrence.

17-3 *Definition of Days* - The term "days", when used in this article, shall mean working school days; except after the school year has ended, when they shall be Monday through Friday, thus weekend or vacation days during the school year are excluded.

17-4 *Procedure*:

17-4.1 Step 1: Any teacher who has a grievance shall discuss it first with his principal, (department head or other immediate supervisor, as applicable) in an attempt to resolve the matter informally at that level. The immediate superior shall communicate his decision to the grievant within ten (10) school days.

17-4.2 Step 2: The grievant may appeal the decision to the principal within ten (10) school days after receipt of the decision of the immediate supervisor. The appeal to the principal must be made in writing in the form contained in Appendix C specifying: (a) the nature of the grievance, (b) the nature and extent of the injury or loss claimed, (c) the results of previous discussions of the grievance, (d) his dissatisfaction with decisions previously rendered, (e) the remedy sought.

17-4.3 Step 3: If the grievance is not resolved to the grievant's satisfaction at Step 2, he may appeal his grievance to the Superintendent in writing in the form contained in Appendix C within ten (10) school days, specifying the information required in (a) through (e), Step 2. The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within twenty (20) school days of receipt of the appeal to this level, meet with the grievant and communicate his decision in writing to the grievant and to the administrators involved at the previous steps of the grievance procedure. If the grievance is settled at Step 3, a copy of the Superintendent's decision shall be sent to the President of the Association.

17-4.4 Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, he/she may request a review by the Board. Such a request must be made within

ten (10) school days after the receipt of the Superintendent's decision at Step 3, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, at its option, may, or at the request of the grievant shall, hold a hearing with the grievant. Within twenty (20) school days of the receipt of the appeal, or within twenty (20) school days after the date of the hearing, if held, whichever comes later, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

17-4.5 Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 4, the Association may submit the issue on his/her behalf to binding arbitration.

17-5 *Arbitrator Selection Procedure* - The following procedure shall be used to secure the services of an arbitrator:

17-5.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and a qualified arbitrator shall be provided in accordance with their rules and procedures.

17-5.2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be binding.

17-5.3 The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

17-5.4 After notification of the arbitrator's decision for settlement of a grievance, the Board of Education and the Berlin Education Association will agree to the arbitrator's decision, considering it final and binding.

17-5.5 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

17-6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. 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 a waiver of further appeal of the decision and acceptance of the decision rendered at that step.

17-7 A teacher may be represented at all stages of the grievance procedure by himself, or after Step 1, at his option, may also have a representative of the Association present to represent him/her.

17-8 The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered with in the exercising of their rights under the grievance procedure.

ARTICLE 18 - NO STRIKE PROVISION

18-1 In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this agreement, engage in or condone any strike, slow down, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the School Board or the School District.

ARTICLE 19 - SAVINGS CLAUSE

19-1 If any provision of this agreement or any application of this agreement to any employee or groups of employees is changed by legislative action, executive order or directive of the State Board of Education or is held to be contrary to law by a court of competent jurisdiction, and a final determination has been made, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

19-2 In such case, a meeting(s) shall be held, upon the request of either party not earlier than 30 days after such legislative change is made, executive order or State Board directive is issued, or binding court ruling is issued, for the purpose of adjusting the specific provision(s) in conflict with the law or the order or directive so that it conforms to the law, order or directive.

ARTICLE 20 - PRINTING OF THE AGREEMENT

20-1 Copies of the agreement between the Berlin Board of Education and the Berlin Education Association, NEA-NH, NEA, shall be reproduced at the expense of the Board as early as possible after ratification of the contract and presented to all teachers now employed or hereafter employed by the Board. Further, that the Board will furnish ten (10) copies of the agreement to the Association for its use.

ARTICLE 21 - TEACHER/ADMINISTRATION/ASSOCIATION LIAISON MEETINGS

21-1 A teacher-administration liaison committee shall be established for each school building. The Association shall select members of this committee representing each school building which shall meet with the Principal once per month after school, during the school year, to review and discuss local problems and practices. The meeting dates and agendas shall be mutually agreed upon. The once per month meetings will be held if

either party wishes to have the meeting. If, however, both parties agree there is no need to meet, it may be canceled.

21-2 Regular meetings shall be held between the Association representatives and the Superintendent of Schools. The Association representatives shall meet with the Superintendent at least three times during the school year to review and discuss current school problems and practices and the administration of the collective bargaining agreement. These meetings will take place after school and the meeting dates and agendas shall be mutually agreed upon. The minimum of three meetings during the school year shall continue as long as either party wishes to have the meeting. If, however, both parties agree there is no need to meet, it may be canceled.

ARTICLE 22 - TEACHER EVALUATIONS

22-1 The frequency of teacher evaluations, as determined by the Board, will be uniformly applied. The number of evaluations per year may be revised at any time at the discretion of the Board.

22-2 The District may establish a mentoring program for teachers. Any teachers who are to act as mentors shall receive training from the District in mentoring. Teachers who act as mentors will be granted Staff Development hours for the time they are involved in the process as approved by the Staff Development Committee.

ARTICLE 23 - FAIR TREATMENT

23-1 No tenured teacher shall be discharged without just cause. Non-tenured teachers will be governed by RSA 189:14A. No teacher shall be disciplined without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.

ARTICLE 24 - TEACHER PERSONNEL FILES

24-1 All material in a unit member's personnel file which is derogatory in nature shall be removed from the file within five (5) years from its placement in the file, provided there is no repeated offense.

ARTICLE 25 - SPECIALTY TEACHERS

25-1 When a specialty teacher (art, music, physical education, etc.) is absent, a substitute shall be provided so that the regular classroom teacher need not cover for that specialty period.

25-2 A specialty teacher's total schedule shall be based on the daily schedule used in the building that the teacher begins his/her day.

ARTICLE 26 - ELEMENTARY PLANNING TIME

26-1 The administration will continue to make a good faith effort to increase elementary planning time to five periods per week.

ARTICLE 27 - SCHOOL DAY/YEAR

27-1 The school day shall be seven hours in length plus staff meetings as needed.

ARTICLE 28 - ANNUAL PERSONNEL INFORMATION UPDATE

28-1 Each bargaining unit member shall be provided at the start of each school year with a document containing:

Current position on salary schedule
Number of years of service in the system
Number of additional course credits that are currently on record
Status of longevity
Sick bank member - yes or no

ARTICLE 29 - REDUCTION IN FORCE

29-1 The Berlin Public Schools has the right to decrease the number of members of the bargaining unit because of a decrease in the enrollment within a grade level or program or discontinuation or reduction of a program or adjustment in class sizes. Reduction in force shall occur in inverse order of total years of service in the district. Teachers with multiple certification shall have the right to replace bargaining unit members with less seniority in a position for which he/she is certified in order to avoid a lay-off. When such a replacement involves a grade four, five, or six teacher going into a kindergarten, grade one, two, or three classroom, evidence of expertise (course work) in early childhood education and reading must be given prior to making the transfer.

29-2 During a two year period after a lay-off due to a reduction in force (two years from September 1 of the year that they receive notice of lay-off), tenured members of the bargaining unit shall be renominated and reelected, in order of greatest seniority, to fill vacancies for which they are certified. Such renomination shall not result in loss of credit for prior years of service, and the teacher's years of service shall be considered consecutive. However, incremental steps shall not be given for the reduction in force period unless the employee teaches full-time at another district during that period. Teachers unemployed under this clause shall be given preference on substitute lists in the district. Any teacher to be laid off will be given notice of the reduction on or before April 15th of the year prior to the reduction taking effect.

ARTICLE 30 - NEGOTIATIONS FEE

30-1 It is recognized that the negotiations for, and administration of, the Agreement entails expenses, which appropriately should be shared by all employees who are beneficiaries of the Agreement. To this end, if an employee in the bargaining unit does not

join the Association, such employee will execute an authorization for the deduction of a "representation fee" not to exceed the amount of local, state, and national dues, which sum shall be retained for a scholarship fund. The committee to award the scholarship shall be made up of two administrators, two members of the Association, and one member of the "representation fee" group. The scholarship shall be given in the name of the Berlin Education Association. Any bargaining unit members who are currently paying the Negotiations Fee shall be grandfathered under this section to continue to pay an amount equal to half of the total dues.

ARTICLE 31 - DEPARTMENT HEAD COMPENSATION

31-1 Remuneration for department head responsibilities will be calculated using the bachelors base salary, the number of classes in the department, and factors of .075 and .0017 for the bachelor's base and class index respectively. For example: If the bachelor's base is $ $30,653 and a department head has 13 classes in his/her department, the department head stipend would be calculated as follows:

$30,653 x .075	=	$2,299	Department Head Base
30,653 x 13 x .0017	=	$ 677	Class Stipend
Total	=	$2,976	Department Head Stipend

31-2 In addition to the above stipend, department heads will receive an additional $10,000 worth of life insurance coverage to bring the total of their life insurance coverage to $45,000.

ARTICLE 32 - RETIREMENT INCENTIVE

32-1 Effective 1997-98, a professional in the Berlin Public Schools will receive, in addition to his/her regular contractual remuneration according to the salary schedule of this agreement, a stipend equal to the following schedule upon written notification to the Superintendent of Schools of his/her intent to retire: $1,000 for the first year of notification, $2,000 for the second year of notification, and $3,000 for the third year of notification. If an individual gave a three-year notice, they would receive a total of $6,000 over the three-year period. The notification shall take place by September 1 of the last one, two, or three years prior to the stated anticipated retirement date. The notification to the Superintendent of the intended retirement date will be final and binding upon the professional. A professional who intends to take advantage of this section must first meet the qualifications listed in Article 32-2. 1+2.

32-2.1 The professional must have accrued a minimum of ten (10) years of full-time teacher experience in the Berlin Public Schools by date of retirement, and

32-2.2 The professional must reach fifty-five (55) years of age.

ARTICLE 33 – BUS DUTY

33-1 The Board agrees to not allow uncompensated bus duties for teachers.

ARTICLE 34 – INSERVICE DAY

34-1 The North Country Inservice Day will be included on the school calendar as a nonteaching workday. On this day, bargaining unit members will have an opportunity to attend the North Country Workshop Day, the NEA-NH State Instructional Convention, or an alternative workshop with prior administrative approval.

ARTICLE 35 – EXTRA-CURRICULAR STUDENT ACTIVITIES

35-1 All bargaining unit members are encouraged to be involved in extra-curricular activities for our students in order to make the most of the educational opportunities for our students.

ARTICLE 36 - DURATION AND RENEWAL

This agreement shall become effective as of July 1, 2006 and shall continue in effect until June 30, 2011. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this contract shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective President/Chairperson and the Chair people of their respective negotiating committees.

BERLIN EDUCATION ASSOCIATION	BERLIN BOARD OF EDUCATION
By:_____	By:_____
By:_____	By:_____
By:_____	By:_____
By:_____	By:_____
Dated:_____	Dated:_____

APPENDIX A - SALARY SCHEDULES

2006-07 Salary Schedule

Step	ND	BA	BA+15	MA	MA+15	MA+30
1	$30,453	$30,653	$31,879	$33,105	$34,331	$35,557
2	$31,710	$31,910	$33,136	$34,362	$35,588	$36,814
3	$32,967	$33,167	$34,393	$35,619	$36,845	$38,071
4	$34,223	$34,423	$35,649	$36,875	$38,101	$39,327
5	$35,480	$35,680	$36,906	$38,132	$39,358	$40,584
6	$36,737	$36,937	$38,163	$39,389	$40,615	$41,841
7	$37,994	$38,194	$39,420	$40,646	$41,872	$43,098
8	$39,250	$39,450	$40,676	$41,902	$43,128	$44,354
9	$40,507	$40,707	$41,933	$43,159	$44,385	$45,611
10	$41,764	$41,964	$43,190	$44,416	$45,642	$46,868
11	$43,021	$43,221	$44,447	$45,673	$46,899	$48,125
12	$44,278	$44,478	$45,704	$46,930	$48,156	$49,382
13	$45,534	$45,734	$46,960	$48,186	$49,412	$50,638
14	$46,791	$46,991	$48,217	$49,443	$50,669	$51,895
15	$48,048	$48,248	$49,474	$50,700	$51,926	$53,152
16	$51,184	$51,384	$52,610	$53,836	$55,062	$56,288

2007-08 Salary Schedule

Step	ND	BA	BA+15	MA	MA+15	MA+30
1	$31,373	$31,573	$32,836	$34,099	$35,362	$36,625
2	$32,731	$32,931	$34,194	$35,457	$36,720	$37,983
3	$34,088	$34,288	$35,551	$36,814	$38,077	$39,340
4	$35,446	$35,646	$36,909	$38,172	$39,435	$40,698
5	$36,804	$37,004	$38,267	$39,530	$40,793	$42,056
6	$38,161	$38,361	$39,624	$40,887	$42,150	$43,413
7	$39,519	$39,719	$40,982	$42,245	$43,508	$44,771
8	$40,876	$41,076	$42,339	$43,602	$44,865	$46,128
9	$42,234	$42,434	$43,697	$44,960	$46,223	$47,486
10	$43,592	$43,792	$45,055	$46,318	$47,581	$48,844
11	$44,949	$45,149	$46,412	$47,675	$48,938	$50,201
12	$46,307	$46,507	$47,770	$49,033	$50,296	$51,559
13	$47,665	$47,865	$49,128	$50,391	$51,654	$52,917
14	$49,022	$49,222	$50,485	$51,748	$53,011	$54,274
15	$50,380	$50,580	$51,843	$53,106	$54,369	$55,632
16	$53,610	$53,810	$55,073	$56,336	$57,599	$58,862

2008-09 Salary Schedule

STEP	ND	BA	BA+15	MA	MA+15	MA+30
1	$32,320	$32,520	$33,821	$35,122	$36,422	$37,723
2	$33,751	$33,951	$35,252	$36,553	$37,854	$39,155
3	$35,182	$35,382	$36,683	$37,984	$39,285	$40,586
4	$36,613	$36,813	$38,114	$39,415	$40,716	$42,017
5	$38,044	$38,244	$39,545	$40,846	$42,147	$43,448
6	$39,474	$39,674	$40,975	$42,276	$43,577	$44,878
7	$40,905	$41,105	$42,406	$43,707	$45,008	$46,309
8	$42,336	$42,536	$43,837	$45,138	$46,439	$47,740
9	$43,767	$43,967	$45,268	$46,569	$47,870	$49,171
10	$45,198	$45,398	$46,699	$48,000	$49,301	$50,602
11	$46,629	$46,829	$48,130	$49,431	$50,732	$52,033
12	$48,060	$48,260	$49,561	$50,862	$52,163	$53,464
13	$49,491	$49,691	$50,992	$52,293	$53,594	$54,895
14	$50,921	$51,121	$52,422	$53,723	$55,024	$56,325
15	$52,352	$52,552	$53,853	$55,154	$56,455	$57,756
16	$55,679	$55,879	$57,180	$58,481	$59,782	$61,083

2009-10 Salary Schedule

Step	ND	BA	BA+15	MA	MA+15	MA+30
1	$33,296	$33,496	$34,836	$36,176	$37,516	$38,855
2	$34,837	$35,037	$36,377	$37,717	$39,057	$40,397
3	$36,378	$36,578	$37,918	$39,258	$40,598	$41,938
4	$37,918	$38,118	$39,458	$40,798	$42,138	$43,478
5	$39,459	$39,659	$40,999	$42,339	$43,679	$45,019
6	$41,000	$41,200	$42,540	$43,880	$45,220	$46,560
7	$42,541	$42,741	$44,081	$45,421	$46,761	$48,101
8	$44,082	$44,282	$45,622	$46,962	$48,302	$49,642
9	$45,623	$45,823	$47,163	$48,503	$49,843	$51,183
10	$47,163	$47,363	$48,703	$50,043	$51,383	$52,723
11	$48,704	$48,904	$50,244	$51,584	$52,924	$54,264
12	$50,245	$50,445	$51,785	$53,125	$54,465	$55,805
13	$51,786	$51,986	$53,326	$54,666	$56,006	$57,346
14	$53,327	$53,527	$54,867	$56,207	$57,547	$58,887
15	$54,867	$55,067	$56,407	$57,747	$59,087	$60,427
16	$58,294	$58,494	$59,834	$61,174	$62,514	$63,854

2010-11 Salary Schedule

STEP	ND	BA	BA+15	MA	MA+15	MA+30
1	$34,301	$34,501	$35,881	$37,261	$38,641	$40,021
2	$35,923	$36,123	$37,503	$38,883	$40,263	$41,643
3	$37,544	$37,744	$39,124	$40,504	$41,884	$43,264
4	$39,166	$39,366	$40,746	$42,126	$43,506	$44,886
5	$40,787	$40,987	$42,367	$43,747	$45,127	$46,507
6	$42,409	$42,609	$43,989	$45,369	$46,749	$48,129
7	$44,030	$44,230	$45,610	$46,990	$48,370	$49,750
8	$45,652	$45,852	$47,232	$48,612	$49,992	$51,372
9	$47,273	$47,473	$48,853	$50,233	$51,613	$52,993
10	$48,895	$49,095	$50,475	$51,855	$53,235	$54,615
11	$50,516	$50,716	$52,096	$53,476	$54,856	$56,236
12	$52,138	$52,338	$53,718	$55,098	$56,478	$57,858
13	$53,760	$53,960	$55,340	$56,720	$58,100	$59,480
14	$55,381	$55,581	$56,961	$58,341	$59,721	$61,101
15	$57,003	$57,203	$58,583	$59,963	$61,343	$62,723
16	$60,532	$60,732	$62,112	$63,492	$64,872	$66,252

APPENDIX B - EXTRA CURRICULAR SALARY SCHEDULE

A. Head Coaches

Maximum indexes for hockey and basketball
70% of maximum indexes for baseball, softball, field hockey, track and soccer.
60% of maximum indexes for tennis and cross country.
50% of maximum indexes for skiing, grade 7 cheering, and grade 8 cheering.
40% of maximum indexes for each season (fall and winter) for high school cheering.

B. Other Positions

First Assistant - 67% of head coach index
Second Assistant - 50% of head coach index
Grades 7 & 8 - 40% of head coach index
Grades 4, 5 & 6 - All positions, 25% of head coach index for baseball, softball, field hockey, track, and soccer

C. Position on index

Lowest index for contract years 1-4
Middle index for contract years 5-8
Highest index for contract years 9+

D. Credit for Experience Relative to Head Coach

First or second assistant - 2 years = 1 year
Grades 7 & 8 - 3 years = 1 year
Grades 4, 5 & 6 - 4 years = 1 year

E. Credit for Experience Relative to First or Second Assistant Coach

Grades 7 & 8 - 2 years = 1 year
Grades 4, 5 & 6 - 3 years = 1 year

F. Credit for Experience Relative to Grades 7 and 8 Coach

Grades 4, 5 & 6 - 2 years = 1 year

G. Credit for Experience From Upper Grade Level to Lower Grade Level

Credit for experience in a given activity when going from an upper level activity to a lower level activity will be given in inverse order of our present method of granting credit from a lower level to an upper level (see sections D-F).

H. Credit in Other School Systems

Treated as equal to experience in our system

I. Grandfather Clause

No coach will receive less than he or she is currently receiving for a particular position.

Extra-Curricular Athletic Salary Index:

		Basketball & Hockey	Baseball, Softball, Field Hockey, Track, Soccer	Tennis & X-Country	Skiing, cheer: (Gr. 7, Gr. 8, Gr. 4/5/6)	HS Cheering Fall/Winter (Per season)
Head Coach	High	.140	.098	.084	.070	.056
	Medium	.130	.091	.078	.065	.052
	Low	.120	.084	.072	.060	.048
First Asst.		.094	.065	.056	.047	
		.087	.061	.052	.043	
		.080	.056	.048	.040	
Second Asst.		.070	.049	.042	.035	
		.065	.046	.039	.033	
		.060	.042	.036	.030	
Grades 7-8		.056	.039	.034	.028	
		.052	.036	.031	.026	
		.048	.034	.029	.024	
Grades 4-5-6 Interscholastic		.040				
		.038				
		.036				
Grades 4-5-6 Intramurals		.024	.024	.024	.024	
		.023	.023	.023	.023	
		.021	.021	.021	.021	

NOTES:

A. To determine salary at each level, the index number must be multiplied by the base teacher salary at the bachelors' level for the year in which coaching is done. EXAMPLE: A first assistant in basketball with five (5) years of creditable coaching experience has an index of .087. If the base teacher salary is $30,653 , the coaching salary would be $2,667 .

B. All index numbers have been rounded to thousandths.

Extra-Curricular Non-Athletic Salary Index:

Yearbook	.090	FBLA	.018
Band	.068	Language Club	.018
Drama, HS	.058	Honor Society, HS	.018
Drama, JH/Hillside	.049	Honor Society, JH	.018
Newspaper, HS	.036	Intramurals, JH	.018
Drama, HS Asst.	.030	JCWA	.018
Odyssey of the Mind	.027	Youth In Government	.018
Morning Supervision	.023*	Newspaper, JH	.018
Afternoon Supervision	.023*	Outing Club	.018
HOSA	.018	SADD	.018
FCCLA	.018*	Key Club	.018
FCCLA/ECE	.018	Amigos	.018
Student Council	.018	Yearbook, JH	.018
Senior Class Advisor	.018*	Hillside School Store	.018
Hillside Memory Book	.018*	Junior Webmasters	.018
Hillside Science Team	.018	Writers' Club	.018
Drama-Elementary	.018	Math Club	.018

*These activities are multiple person positions. Each person will receive an individual contract at the stated index.

NOTES:

A. If a new activity which requires an advisor is started, the index number shall be recommended to the superintendent by the principal, after discussion with the BEA president and prospective advisor. If there is disagreement among the parties about the recommended index number, the superintendent shall make a final and binding decision after meeting with all parties.

B. To determine salary, the index must be multiplied by the base teacher salary at the Bachelor's level for the year in which the supervision of an activity is provided. EXAMPLE: The yearbook advisor has an index of .090. If the base teacher salary is $30,653, the yearbook advisor salary would be $2,759.

C. All index numbers have been rounded to thousandths.

D. Index(es) for mentors to be determined.

APPENDIX C

Grievance No. _____

Step (Circle One): 2 Principal 3 Superintendent*

Berlin Public Schools
Grievance Report

Name of Grievant:_____ Date Filed:_____

Home Address: _____ Telephone No._____

Building: _____ Assignment:_____

Name of Principal:_____ School Tel. No._____

Date of Alleged violation or misapplication:_____

Article of agreement allegedly violated:_____

Statement of the grievance:_____

_____

_____

Nature and extent of the injury or loss involved:_____

_____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered:

_____

_____

Remedy sought:_____

_____

_____ _____

Signature – Association Representative Present Signature - Grievant

Disposition by (Circle One): Principal Superintendent

Date answered:_____

Comments:_____

_____

_____

Signature (Principal/Superintendent)

Grievance settled on the basis of Principal's/Superintendent's answer.

Grievant:_____

Attach a copy of the Principal's Report if at Step 3.