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AGREEMENT
between
CHIEF EXECUTIVE OFFICER
of the
BERLIN CENTRAL SCHOOL DISTRICT
and
BERLIN CENTRAL SCHOOL TEACHERS
ASSOCIATION
Local 2500
July 1, 2011 - June 30, 2015

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PREAMBLE

This agreement is made and entered into on the 4th day of June, 2012 by and between the Superintendent of Schools of the Berlin Central School District and the Berlin Central School Teachers Association, Local 2500.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 RECOGNITION

- 1.1 The Berlin Central School Board of Education (Board) has duly recognized the Berlin Central School Teachers Association, Local 2500 (Association), by resolution adopted on December 23, 1969 as the exclusive negotiating agent for the teachers or instruction personnel (teachers) who are employees of the District, except those employed less than half-time. Excluded from the negotiating unit are Superintendent of Schools, High School Principal, Elementary Principal, and Director of Pupil Services.
- 1.2 If a new professional position is created during the life of this agreement, the determination of whether or not the position shall be included in the unit will be by mutual agreement of the parties.
- 1.3 The period of unchallenged representation status shall be the maximum permitted by law. In the event of a challenge, the Board will proceed according to the regulations of the Public Employment Relations Board (PERB).

ARTICLE 2 NEGOTIATION PROCEDURE

- 2.1 The Superintendent of Schools (Superintendent) and/or his/her designated representative(s) shall meet with representatives of the Association for the purpose of negotiating a mutually satisfactory agreement to succeed this agreement.
- 2.2 In the year of agreement termination, negotiations for a successor agreement shall be opened after January 15 and prior to February 15 upon the request of either party. Both the District and the Association have the right to select the number of persons consisting of their negotiating teams. Any and all meetings shall be conducted at times, dates and places mutually agreeable to both parties. Meetings shall not exceed three hours in length and shall be held at times other than the normal school day unless it is mutually agreed to do otherwise. A fifteen minute caucus may be requested by either party, which may be

extended by request. There will be no public releases by either party until agreement is reached, at impasse or by mutual agreement. All proposals to be negotiated shall be exchanged in writing by the parties at the first meeting unless otherwise agreed to.

- 2.3 When consensus is reached on all of the issues raised for consideration, the agreed upon provisions shall be reduced to final wording as a memorandum of understanding and submitted to the Superintendent and the Association for approval. Following ratification by the Association membership, any necessary legal approval by the Board and the signing by the Association President and the Superintendent, an agreement between the parties will have been reached.
- 2.4 In case an agreement cannot be reached under the above provisions, PERB will be requested to provide assistance as provided in Section 209 of the Public Employees Fair Employment Act. March 3 shall be considered as the impasse date.

ARTICLE 3 TEACHER-ADMINISTRATION LIAISON

- 3.1 The Association is invited to participate in the development and evaluation of school policies. The Superintendent welcomes suggestions for improvement in policy and will meet with representatives of the Association for this purpose when mutually desirable.
- 3.2 During the fall semester, all teachers will be invited to a meeting with the Board to further this purpose. The Association shall prepare an agenda of items which it wishes to present and discuss with the Board. Copies of this agenda shall be submitted to the Superintendent no later than two weeks prior to the meeting.

3.3 Labor Management Committee

The parties agree to the establishment of a Labor-Management Committee to facilitate communication between the Union and the District and to promote constructive labor relations. The Committee shall be composed of the Superintendent of Schools, The Berlin Teachers Association President and two (2) representatives designated by the Union and two (2) representatives designated by the District. The committee may invite individuals to a meeting to provide information or consultation.

The Committee shall meet at least four (4) times a year or more frequently when agreed to by both parties. The Committee shall meet no later than the fourth week of the start of the school year and at this meeting shall establish a mutual schedule for the remainder of the school year. Whenever possible, meetings shall be held immediately after school hours and shall not exceed one and one-half hours (1VI) in duration. Occasionally, the meetings may take place during normal work hours at the discretion of the Superintendent of Schools.

The Committee will meet to resolve contractual issues related to existing Articles in the BTA agreement. These issues will be resolved through newly established Memorandums of Agreement which may be amended and incorporated into future contractual agreements.

The Committee shall also discuss issues of concern of either party in an effort to solve potential problems at an early stage. It shall also be a forum for sharing information and collaborating on issues of mutual concern.

ARTICLE 4 TEACHER TRANSFERS AND ASSIGNMENTS

- 4.1 The Board and the Administration have the inherent responsibility to fill all positions in the school system with the most qualified personnel available.
- 4.2 Whenever it is necessary to transfer a teacher from one grade level to another, one subject area to another, or from one building to another, seniority of the teacher within the District will be the determining factor if other criteria are equal. The desires of the teacher will be considered when making transfers not initiated by the teacher. A meeting will be held with the teacher whenever possible prior to the actual transfer.
- 4.3 Whenever a professional vacancy or opening occurs in the District, the Superintendent shall notify the President of the Association, or his/her designee, that an opening exists. This provision shall not apply from August 1 to the opening of school.
- 4.4 A teacher desiring a transfer to a different grade level, building, subject area, or promotion to another position within the District should submit his/her preference to the appropriate administrator. This request will be kept on file in accordance with District policy. When vacancies occur within the District for which requests or applications have been filed by teachers currently employed, these applications will be given due consideration when filling the position.
- 4.5 The Board agrees to enforce this resolution (File JBCCA). The Board, in a resolution dated July 20, 1996, authorized the Administration to create and maintain attendance areas for each of the elementary schools which will, as much as possible, equalize the class size in each of the schools.

ARTICLE 5 WORKING CONDITIONS

5.1 **Work Year**

The work year for teachers will be one hundred eighty one (181) days which includes one orientation day. The school year may begin no earlier than the Wednesday before the Labor Day Holiday excluding the Friday before the Labor Day Holiday.

5.2 **Calendar**

No later than January 30 in each school year, the Association may request a meeting between the Superintendent and the President of the Association and/or his or her designated representative. These representatives will meet to discuss dates in the following year's school calendar to:

1. Return any emergency dismissal days which are not used and
2. Make up any additional school days in the event that emergency dismissal days, other than those scheduled, are needed.

The Superintendent will present the written suggestions made at that meeting to the Board prior to the adoption of the school calendar.

5.3 **Work Day**

The working day for teachers shall not exceed an average of seven hours, including a duty-free lunch period. Teachers may be required to remain on duty as long as necessary after the end of the working day to perform professional duties, such as meetings with parents, assisting and counseling students, attending the annual open house, school concerts and staff meetings, in accordance with past practice. Participation in club and intramural activities shall be voluntary.

- 5.3.1 Prior to the beginning of each quarter of the school year, Teachers shall submit a schedule outside of the regular school day with students of no less than an average of thirty (30) minutes per week (with no individual day less than fifteen (15) minutes) to the school administration.
- 5.3.2 The District may provide additional days and times throughout the school year, during the school day, for professional development. These days may be established on dates and times mutually agreeable to the BTA and the District. Teachers shall be present on these designated professional development days. These days may also be used for District-wide teacher training purposes. These days may involve early dismissal of students and allow teachers to work with colleagues and administrators to improve and implement best practices where needed in order to have continuous improvement in academic outcomes.

Possible activities to achieve this end may include but are not limited to:

- Review of Curriculum maps as related to NYS Standards.
- Data Analysis to identify weaknesses in student progress. Data analysis for decision making.

Examination of best practices to remediate identified weaknesses and improve teaching techniques.

Evaluation of materials from varied sources which may be used to strengthen instruction.

- Enhance knowledge to facilitate the use of technology in the classroom. Engaging in collegial discussion resulting in employment of those methodologies best designed to assure student success.
- Participate in high level professional development aligned with the PDC plan.

Other substantial, anticipated outcomes to the agreement, committing teachers to a regular, two hour, monthly meeting are:

Fewer disruptions to instruction. Less need for substitute teachers.

- Participation by majority of staff.
- Strengthen collaborative efforts between teachers and administration.
- Elimination of nonproductive meetings.
- Creating of a period of time which serves as the sole commitment of required staff time beyond the contractual day.

5.3.3 When the District and a teacher are in agreement that a flexible schedule would be beneficial, and a teacher volunteers to do so, the working day for the teacher may exceed seven (7) hours within one day but the time will be compensated within a one (1) week period.

5.4 Work Load

1. The daily teaching schedule will be arranged so that elementary teachers will receive at least one-half hour relief during the day, in addition to the one-half hour presently provided for lunch. A 40 - 45 minute daily preparation shall be guaranteed to each teacher in grades 6-12.
2. Teachers in grades 6-12 will not be assigned more than five (5) teaching periods per day.
3. Every reasonable effort will be made to provide the elementary and secondary faculty with adequate secretarial assistance.
4. Substitutes will be provided in the case of the absence of a teacher aide.

5.5 A.I.S. (Academic Intervention Services)

- a. Academic Intervention Services will be provided at Berlin Central School for the purpose of assisting students who are at risk of failing to meet the designated performance levels on State assessments.
- b. A.I.S. will be considered one of the five teaching periods, as per 5.4.2 of the contract.
- c. If A.I.S. is to be provided outside of the teacher's scheduled work day, remuneration will be at the rate, as stated in Article 11.6.
- d. A.I.S. will be provided by Certified Berlin Teachers, in the appropriate subject area, whenever possible.

- e. Teachers will participate in the review and development of the District A.I.S. Plan.
- f. The Professional Development Committee, which will consist of teachers and administration, will participate in the process of determining what appropriate staff development is necessary for personnel providing A.I.S.
- g. If A.I.S. is provided outside the work year, see Article 11.8 re: Summer School.

5.6 HVCC Program

- 1. Berlin High School has chosen to participate in the Hudson Valley Community College (HVCC), "College in the High School Program".
- 2. School students.
- 3. Teachers participating in the program are required to do extra preparation and administrative assignments.
- 4. Teachers participating in the HVCC program will receive the equivalent of one preparation period per week in addition to the time allotted in Article 5.4.1.

ARTICLE 6 EVALUATION OF TEACHERS

The parties agree that this article of the contract will be revised to meet the State Education Department requirements and Article 6.5 of the contract. The final memorandum of agreement on the APPR will be signed by the Superintendent and the President of the Berlin Teachers Association and included in the successor contract.

6.1 Annual Professional Performance Review

Whereas paragraph (o) of Section 100.2 of the Regulations of the Commissioner of Education require this District to develop procedures for the annual review of the performance of all professional personnel except evening school teachers of nonacademic, vocational subjects (professional personnel) and

Whereas Subdivision (1) of paragraph (o) of Section 100.2 of such regulations requires the approval of such procedures by this Board, there it is

Resolved: The following procedure shall be utilized for the annual review of the performance of professional personnel.

6.2 Annual Professional Performance Review

All professional staff will be evaluated annually. Teachers will be evaluated in the following eight areas:

1. Content Knowledge
2. Preparation
3. Instructional Delivery
4. Classroom Management
5. Student Development and Diversity
6. Student Assessment
7. Collaboration with Parents and Other Professional Personnel
8. Reflective and Responsive Practice

Specific objectives for each of these eight areas along with a list of best practices, rating scale definitions, and current evaluation forms (i.e., Appendices 1 - 6 for teachers and 7-10 for other professionals) are contained in the **Teacher Evaluation Handbook** (Revised, June 2003) which is provided to all professional staff.

A. **Probationary Teachers** - Probationary teachers shall be evaluated annually on the basis of at least two formal observations by a supervisor.

- Scheduled and unscheduled observations shall be spaced throughout the school year.
- Prior to scheduled observations the supervisor may meet with the teacher to determine his/her objectives, methods and any special problems which the teacher believes should be known to the supervisor.
- The supervisor shall meet with the teacher within seven school days* following each observation to review strengths and areas in need of improvement, if any.
- Supervisors will record information on the Observation Form (Appendix 1).
- A copy of the completed form shall be given to the teacher prior to insertion in his/her file and the teacher shall have the right to submit a written response within ten school days*.
- A copy of the response will be filed together with the completed observation form.

B. **Tenured Teachers** - Tenured teachers shall be evaluated annually, as part of a three-year evaluation cycle. Each year, tenured teachers may choose one of the methods outlined below:

Observation Method - Tenured teachers selecting this option shall be evaluated on the basis of observation by a supervisor.

- Each year, tenured teachers who choose the observation method shall select three (3) areas from the Observation Form (Appendix 1).
- In observing the teacher, the administrator shall use the Observation Form

(Appendix 1) but shall record data only in relation to the three designated areas.

- A copy of the completed form shall be given to the teacher prior to insertion in his/her file and the teacher shall have the right to submit a written response within ten school days*.
- A copy of the response will be filed together with the completed form.
- Tenured teachers must be evaluated for all eight areas within each three-year cycle.

Job Target Method - Tenured teachers selecting this option shall meet with their supervisor at the beginning of the school year and mutually establish job targets designed to show development in areas listed above in 6.2.

- Tenured teachers must be evaluated for all eight areas within each three-year cycle.
- Teachers and supervisors will use Job Target Forms (Appendices 2 - 6) to record information.
- By the end of the year the teacher shall meet with the supervisor to review their job targets.
- A copy of all completed forms shall be given to the teacher prior to insertion in his/her file and the teacher shall have the right to submit a written response within ten school days*.
- A copy of the response will be filed together with the completed forms.

C. **Performance of Other Professionals**

The supervisor shall conduct an annual review of the performance of each professional staff member whose primary responsibilities may be performed outside the classroom including: Guidance Counselors, Librarians, School Nurse/Teacher, and School Psychologist.

1. **Probationary Professionals Under 6.2C**

Guidance Counselors: Time supervisor shall record evaluation information on a designated form, Appendix 7.

Librarians: The supervisor shall record evaluation information on a designated form, Appendix 8.

School Nurse/Teacher: The supervisor shall record evaluation information on the designated form, Appendix 9.

School Psychologist: The supervisor shall record evaluation information on a designated form, Appendix 10 (soon to be developed).

Procedures for Probationary Staff Under 6.2C

- A copy of each such evaluation shall be given to the teacher within seven (7) days prior to follow-up meeting for the reviewer to commend strengths of performance and to discuss the need for improvement, if necessary.
- A copy of the completed form shall be given to the teacher prior to insertion in his/her file and the teacher shall have the right to submit a written response within ten (10) school days*.
- A copy of the response will be filed together with the completed form.

2. Tenured Professionals Under 6.2C

Professional staff under 6.2C who are tenured may choose to use the Job Target Method outlined under 6.2B with the following difference:

- Job Targets will address areas listed in Appendix 7 (Guidance Counselors), Appendix 8 (Librarians), Appendix 9 (School Nurse/Teacher), or Appendix 10 (soon to be developed).

***The number of days shall be extended for every school day on which the supervisor or teacher is absent.**

6.3 Teacher Improvement Plan

The supervisor shall develop an individual Teacher Improvement Plan (TIP) for any teacher whose performance is rated unsatisfactory in one or more areas of evaluation. The supervisor shall consult with the teacher in the development of the improvement plan, which shall consist of the following:

1. Identification of areas of performance in which improvement is necessary.
2. Development of specific professional development plans to aid the teacher's effort to improve performance, which may include but are not limited to:
 - Assignment of a mentor, such as an administrator or peer teacher to regularly meet with teacher to assist in his or her efforts to improve performance.
 - Participation in appropriate staff development workshops;
 - Identification of relevant professional literature for the teacher to read.
3. Designation of a method or methods of interim evaluation, which may include but are not limited to:

- Completion by the teacher of weekly or monthly reports regarding efforts made or improve performance;
 - Completion of weekly or monthly reports by the teacher's mentor or supervisor;
 - A schedule of interim classroom observations to evaluate performance in the area(s) of performance found to be unsatisfactory.
4. APPR/TIP Committee - A committee composed of the members of the APPR Committee (6.4) and two additional members, agreed upon by the BTA President and the Superintendent, will be responsible for reviewing the interim evaluations of a teacher whose performance has been rated unsatisfactory, to determine whether the teacher is satisfactorily meeting his/her performance objectives and make recommendations, if needed.
 5. If the teacher and supervisor do not agree on the terms of the Teacher Improvement Plan, the issue may be brought to the APPR/TIP Committee for review.

6.4 Distribution of Policy

- A copy of this policy and all appendices shall be included in the Teacher Evaluation Handbook given to each professional employee prior to October 1 of each school year.
- A copy shall be filed in the District offices and shall be made available to review by any individual.

6.5 Annual Professional Performance Review Committee (APPR Committee)

A standing committee of two (2) administrators and at least two (2) teachers (representing elementary and secondary schools) will meet during each school year to monitor the implementation of the annual performance review plan and to identify modification to the policy. Teacher representatives will be recommended by the president of the Association.

ARTICLE 7 LEAVE POLICY

7.1 Accumulation of Sick Leave

1. ~~Each full time teacher will be granted 12 sick leave days per school year during the probationary period of employment. Following appointment to tenure, full time teachers will be granted 15 sick leave days per year.~~ Sick leave will be accumulated at the rate of 6 days for probationary teachers and 7.5 days for tenured teachers on the first day of school. Additional days will be accumulated at the rate of 1.2 days per month for probationary teachers and 1.5 days per month of service for tenured teachers, beginning February 1, for a total of 12 days for probationary teachers and 15 days for tenured teachers, per year. Any teacher severing employment with the

Berlin Central School District with a deficit of accumulated sick days, will have their final paycheck reduced at the rate of 1/200th of their salary per day. The Maximum allowable sick/personal accumulation is 200 days.

- ~~2. Sick leave shall be accumulated at the rate of 1.2 days per month of service for probationary teachers and 1.5 days per month of service for tenured teachers. The maximum allowable accumulation is 200 days.~~
2. Teachers employed on a half-time or greater basis, but less than full-time, will earn and may use sick leave on a pro-rata basis. Substitutes and teachers employed less than half-time do not qualify for sick leave.
3. Annual written notification of accumulated individual sick leave as of June 30 shall be given to all teachers by September 30. Teachers should confirm the accuracy of their annual sick leave reported to them.
4. In the event that a teacher has requested a sick leave day or personal leave day and school closed for the day, the teacher will not lose any accumulated time. In the event that a teacher has requested a sick leave day or personal leave day on a day that the opening of school is delayed or there is an early release from school, the teacher will lose the requested day. In the event that the opening of school is delayed or there is an early release from school due to weather, teachers will be released by their supervisor when students requiring supervision are no longer in the building.

7.2 Use of Sick Leave

Accumulated sick leave may be used as follows:

- A. Personal sickness of the member.
- B. Up to five (5) days sick leave may be used where the member's presence is required for dependent(s) as defined in 7.3 of this contract, who do not necessarily reside in the immediate household.
- C. Sickness in the immediate household family. Included are spouse, parent/guardian, children or other members of the household residing in the home or health care facility and is limited to fifteen days per year.
- D. Personal business of the member. A maximum of three sick days may be used for matters of personal business. Such personal business is understood to be granted for matters of a personal, legal, business or religious matter which cannot reasonably be conducted except during school hours. Notification should be made in writing as far in advance as possible (with at least three days of notice normally preferred when realistic). Such personal leave is not subject to approval except if it is requested prior to or following a holiday period (for the reason that personal leave should not normally be used to extend a vacation or recreation period). But in

this latter situation a request must be submitted to the appropriate administrator and/or Superintendent. The administrator/Superintendent will exercise reasonable judgment in the approval or disapproval of such request.

4. Funeral and Bereavement - special. When funeral and/or bereavement leave is necessary in unusual circumstances, beyond that provided for in Section 7.3, additional days may be taken for this purpose. However, administrative approval must be obtained, and the time taken will be deducted from accumulated sick leave.

7.3 Funeral and Bereavement Leave

Each full-time teacher will be granted leave for funeral attendance and bereavement as follows:

1. Up to five consecutive days for each case of the death of the spouse, child or parent/guardian of the employee.
2. Up to three consecutive days for each case of the death of the parent-in-law, brother/sister, grandparent or grandchild of the employee.
3. In all cases, such leave must be immediately associated with the death of the family member.

7.4 Jury Duty

1. Each teacher will be entitled to leave by reason of a summons for jury duty. A copy of this summons should be presented to the teacher's immediate supervisor upon receipt of such summons.
2. Teachers who are required to serve as jurors will continue to receive their salary.

7.5 Extended Leave of Absence

1. The Board may, upon request, grant any regular full-time teacher a leave of absence, without pay or benefits, for a period of up to one year. In very unusual circumstances, the Board will consider a two year leave of absence.
2. Before such leave is granted, the teacher and the administration are to sign a written agreement indicating a reasonable date by which time the employee will return to work or will submit a letter of resignation. The reasonable date will be determined by the normal time of the year for finding a replacement for such position.
3. Any request for an extension of the period of leave should be submitted at least sixty days prior to the expiration of the leave. Unless there is a reasonable excuse for the delay, a request which is submitted less than sixty days prior to the expiration of the leave may be denied.

7.6 Sick Leave Pool

1. A sick leave pool shall be established to provide additional sick leave credits to teachers with two or more years of service who have exhausted sick leave days because of extended disability or long-term catastrophic illness. The pool shall consist of voluntary contributions from teachers made prior to September 15 of each year, of up to three unused sick leave days per teacher. Contributions to the pool shall be made in writing and signed by the teacher. The Association shall notify the Superintendent on or before September 15 of each year the total number of days contributed to the pool and shall deliver a signed authorization from each teacher contributing to the pool.
2. The sick leave pool shall be administered by a joint Association/Administration committee (Committee) consisting of four persons. Two members will be appointed by the Association (one with a two-year term of office and one with a three-year term of office for the first year; each year thereafter terms shall be two years). The Superintendent and the Association shall notify each other of their appointments to the Committee prior to September 15 of each school year. The Committee shall submit a record of its deliberations and judgments for annual review to both the Association and the District by June 30 of each school year.
3. A teacher who has contributed to the pool may be granted days from the pool by submitting a request in writing, including supporting documents to establish the appropriateness of each request, to the Committee. In no event shall a member be granted more than thirty days per request. Upon exhausting such thirty days, and subject to the limitations of this section, a member may be granted additional days from the pool at the discretion of the Committee.
4. The action of the Committee in granting or failing to grant an application shall be in its sole and exclusive discretion and shall not be in any way reviewable.
5. Nothing in this section shall be construed as giving a vested or property right to any interest in the pool, and days once contributed may not be withdrawn by a contributor.
6. Sick Pool Usage In Final [Four Years] of Service
To be eligible for access to the Sick Leave Pool in his/her final four years of service, with no charge to accumulated sick leave, a teacher must:
 - a. Have accumulated 200 sick days by September 1 of the school year the employee wants to access this benefit.

Those eligible employees will be allowed access to the sick bank if they experience long term or catastrophic illness in their final four years of service. The intent is to allow long term District employees with outstanding attendance to carry the benefit of 200 sick days into retirement in order to offset health insurance costs.

ARTICLE 8 PROFESSIONAL IMPROVEMENT

- 8.1 Teachers attending professional conferences or making professional visitation to other schools to improve the educational program in the District will receive their regular salary when such attendance is on a normal workday and when prior administrative approval has been given. Such time shall not be charged against personal or sick leave.

8.2 Committee Participation

1. The Administration and the BTA agree that professional staff is, and should continue to be, a major source of development and innovation in improving educational programs in our school. The parties further agree that it is important for the professional staff to participate in development and facilitation of policies, studies, projects and other activities directed toward the development of new programs and the evaluation, continuation and improvement of existing programs.
2. Accordingly, the Administration and the BTA agree that the professional staff should be encouraged to participate in District level and building level committees of their choosing.
3. Teachers will receive in-service credit, pursuant to Article 11.3 of the contract, for qualifying District Committees membership. District Committees currently include: Mentor Committee, Strategic Planning, Professional Development (PDC), Annual Professional Performance Review (APPR), and Technology.
4. Tenured teachers may choose to use building or District committee membership as one of their job targets.
5. Pursuant to Article 11.3, teachers will not receive in-service credit for committee work when committees are held during the school day.

8.3 Mentoring

1. The BTA and the Administration recognize that fostering a supportive and collegial environment is necessary in attracting and retaining quality educators.
2. The parties further agree that experienced, tenured, faculty members are beneficial in assisting new teachers in the Berlin Central School District.
3. The District and the Association have agreed to establish a mentor/teacher program.
4. The program will be administered by a Mentor Committee comprised of at least four teachers and two administrators.
5. As part of the new professional teacher certification requirements, effective

02/02/04, first year teachers must experience a mentoring program.

6. The signatures of the Berlin Teachers Association President and the Superintendent are required for the implementation of the mentoring program, and when changes are made to the program.
7. The language developed and approved will be considered an extension of the contract and as such is subject to Article 16 of the contract.

ARTICLE 9 SABBATICAL LEAVE

- 9.1 A sabbatical leave may be awarded to the teacher who presents a program which the Board judges will be an improvement to the educational program of the District. A teacher who has permanent certification and who taught in the District for a period of five consecutive years will be eligible to apply for a sabbatical leave of one-half year with full half-year salary (if a satisfactory replacement can be found) or a sabbatical leave of one full year at one-half salary. Also, a teacher who has taught in the District for a period of ten consecutive years without having had a sabbatical leave during that period will be eligible to apply for a sabbatical leave of one full year at full salary.
- 9.2 Only one eligible teacher will be selected per year. A sabbatical leave will not be awarded during two consecutive years. In the event that several submitted programs are considered equal in value, the leave will be awarded to the teacher with the greatest number of years of service. Half pay and full pay will be equal to the amount the teacher would receive if he/she were teaching.
- 9.3 Upon return to active service in the District, the teacher will be placed on the salary step on which he/she would have been had the sabbatical leave had not been taken, service credit being granted for the period during which the sabbatical leave was taken.
- 9.4 A statement to the effect that the teacher will return to teach in the District for a period not less than two years must accompany the application.
- 9.5 Applications must be filed with the Superintendent prior to November 30 of the year preceding the year of the leave, stating the educational program to be pursued and the anticipated benefits to be gained by the District. A sabbatical may be awarded if the proposal is consistent with current District goals and State standards. The request must offer significant enhancement to District programs. Proposals will be awarded on the basis of merit. All applications are subject to approval by the Board. A decision is to be rendered by the Board no later than January 31 of the year following the application.

ARTICLE 10 ASSOCIATION RIGHTS

10.1 Dues Deduction

- 1 The District agrees to deduct Association dues from the salaries of teachers who

are members of the Association and who individually and voluntarily authorize the District to make such deductions. The District will transmit such monies to the Treasurer of the Association, but beyond that assumes no obligation regarding any claims, actions, suits or proceedings.

2. Dues deductions will be made in equal installments for all teachers and will begin with the first pay period in October provided the necessary dues deduction authorization cards are on file and the Association has provided the necessary dues deduction certified notice specifying the current rate of membership dues at least two weeks prior to that date. In the event the above timing is not complied with by the Association, dues deductions will begin with a later pay period provided the necessary documentation has been submitted on the two-week prior basis. Any adjustment necessary in the installments to correct for the proper total amount of yearly dues will be made in the last pay period of the school year.
3. It shall be the responsibility of the Association to collect any unpaid portion of the yearly dues resulting from late filing of individual dues deduction cards.

10.2 Benefit Trust

1. The District agrees to provide payroll deduction for the NYSUT Benefit Trust Fund to all members of this bargaining unit. The annual open enrollment period shall extend from September 15 - October 15.

10.3 Association Leave

- A. Effective July 1, 1994, seven days of paid leave shall be made available to the Association each year to be used by teachers designated by the President of the Association to attend conventions or workshops of the American Federation of Teachers or New York State United Teachers. It is understood that three additional days can be taken for Association release, but the cost of said days taken beyond seven are to be shared (equal cost sharing) by the District and the Association.
- B. Allotted time, equal to one high school period, will be made available to the president of the Association, on a daily basis, to conduct Association business.

10.4 Association Representation

An employee who is the likely subject of discipline shall not be required to provide a statement or information to the District unless the employee has the opportunity to have an Association representative present during any meeting concerning the discipline or underlying incident. An employee shall receive a copy of any statement regarding any alleged incompetence or misconduct.

Nothing herein, however, shall prevent the District from making inquiry or to obtain information necessary for the conduct of its business or from conducting evaluations of employees.

ARTICLE 11

SALARY-BACHELORS

11.1

STEP	2011-1 2	2012-1 3	2013-1 4	2014-1 5
1	39,081	39,081	39,472	39,867
2	41,164	41,164	41,576	41,991
3	42,636	42,636	43,062	43,493
4	44,149	44,149	44,590	45,036
5	44,611	44,611	45,057	45,508
6	45,433	45,433	45,887	46,346
7	46,263	46,263	46,726	47,193
8	48,473	48,473	48,958	49,447
9	49,844	49,844	50,342	50,846
10	52,059	52,059	52,580	53,105
11	53,584	53,584	54,120	54,661
12	54,853	54,853	55,402	55,956
13	56,256	56,256	56,819	57,387
14	57,694	57,694	58,271	58,854
15	60,251	60,251	60,854	61,462
16	61,715	61,715	62,332	62,955
17	63,212	63,212	63,844	64,483
18	64,710	64,710	65,357	66,011
19	66,209	66,209	66,871	67,540
20	68,143	68,143	68,824	69,513
21	69,847	69,847	70,545	71,251
22	71,548	71,548	72,263	72,986
23	73,250	73,250	73,983	74,722
24	74,954	74,954	75,704	76,461
25	76,655	76,655	77,422	78,196
26	78,356	78,356	79,140	79,931
27	80,058	80,058	80,859	81,667
28	81,761	81,761	82,579	83,404
29	83,463	83,463	84,298	85,141

MASTERS

STEP	2011-1 2	2012-1 3	2013-1 4	2014-1 5
1	41,670	41,670	42,087	42,508
2	43,740	43,740	44,177	44,619
3	45,198	45,198	45,650	46,106
4	46,703	46,703	47,170	47,642
5	47,086	47,086	47,557	48,032
6	47,850	47,850	48,329	48,812
7	48,724	48,724	49,211	49,703
8	50,898	50,898	51,407	51,921
9	52,264	52,264	52,787	53,315
10	54,632	54,632	55,178	55,730
11	56,346	56,346	56,909	57,479
12	57,739	57,739	58,316	58,900
13	58,810	58,810	59,398	59,992
14	60,241	60,241	60,843	61,452
15	62,770	62,770	63,398	64,032
16	64,225	64,225	64,867	65,516
17	65,712	65,712	66,369	67,033
18	67,203	67,203	67,875	68,554
19	68,694	68,694	69,381	70,075
20	72,497	72,497	73,222	73,954
21	74,306	74,306	75,049	75,800
22	76,118	76,118	76,879	77,648
23	77,928	77,928	78,707	79,494
24	79,737	79,737	80,534	81,340
25	81,550	81,550	82,366	83,189
26	83,358	83,358	84,192	85,033
27	85,170	85,170	86,022	86,882
28	87,001	87,001	87,871	88,750
29	88,792	88,792	89,680	90,577

11.2 Salary increments will be granted for courses taken beyond the Bachelor's Degree, provided these courses shall have been approved as appropriate for professional development by the Superintendent and official certification of successful completion of the course shall be recorded in the Berlin Central School District prior to October 15 of the contract year. An increment of \$35 shall be granted for each additional credit of approved course work, to a maximum of 130 credit hours above a B.S. or 100 credits above an M.A., contingent upon the following:

- A. New course work only (post 07/01/00)
- B. Prior approvals for all course work must be submitted in timely manner. Late applications will be denied.
- C. Teachers must be able to describe on approval form how students in current assignment will benefit from course work.
- D. All Teacher Center courses will be approved if the above stated criteria are met.

11.3 Teachers shall receive salary credit for in-service work. The form "Application for Approval of Courses Taken for Salary Credit", must be approved. Prior approval is required for all in-service workshops for which the teachers want credit. One-hour credit will be granted for every fifteen class hours of qualifying in-service training. Successful completion of the course shall be recorded in the Berlin School District prior to October 15 of the contract year. Credit shall be paid in accordance with Section 11.2.

Qualifying in-service workshops do not include attendance at workshops held on Superintendent's Conference Day, those attended during the school day or after school teacher meetings. Teachers are eligible for salary credit through their attendance at the workshops offered through the Greater Capital Regional Teacher Center and the Berlin Central School District.

11.4 Teachers employed for curriculum development shall receive an hourly rate indexed from the first step of the B.S. salary schedule as such: $1/200^*$ divided by 7.

11.5 Method of Payment

- A. Paydays will be every two (2) weeks. Teachers will have two (2) options:
 - 1. 100% of pay in equal amounts over 10 months.
 - 2. Pay pro-rated to receive a large check in June
- B. Dues deductions will be made in twenty (20) equal installments beginning with the second paycheck of the school year.
- C. Teacher will have the options of direct deposit.

11.6 Teachers of grades 6-12 who agree to be assigned to teach an additional course for a full year above the normal regularly scheduled assigned classes shall be remunerated an additional fifteen percent (15%) of base pay, Step 1, of the salary schedule the teacher is on (B.A. or M.A.) for the extra teaching assignment.

11.6.1 Whenever possible, the most senior teacher within the subject area will have first option for the sixth period class assignment.

11.6.2 The assignment of sixth period classes will be used to enhance curriculum but will not be used as a method of staff abatement.

11.7 Teachers Covering Another Teacher's Classes

Teachers may be asked to cover another Teacher's class or classes. Remuneration for this extra duty will be 1/7 of 1/200th of the salary of the B.A. Step 1 salary.

11.8 Teachers Employed During the Summer

1. Members of the bargaining unit shall be given first preference for summer positions for which they qualify.
2. A teacher employed four or more hours per day is entitled to 14 hour lunch and 1/2 hour preparation time daily.
3. Teachers working during the summer shall receive a per diem rate based on 1/200th of their salary schedule effective July 1. The salary of individuals working less than 7 hours will be calculated on an hourly rate.
4. For Teachers employed during the summer for 20 or more consecutive workdays, additional paid sick leave days can be earned in accordance with Section 7.1 (Examples: A tenured teacher: 1.5 days x 1.5 months = 2.25 days earned for 6 weeks of summer work. A non-tenured teacher: 1.2 days x 1.5 months = 1.8 days earned for 6 weeks of summer work).
5. A teacher regularly employed by the District during the 10 months preceding the summer session shall be eligible to use one additional sick day for personal leave as of July 1.

11.9 By October 1st of the employee's final year of employment, the employee must notify the Board of Education of his or her intention to retire at the end of the year. Notification shall be in the form of a letter of retirement.

Employees hired prior to July 1, 2003 may elect (A) or (B) below:

- A. A teacher with minimum of 20 years of service to the District who is 55 will be granted a bonus of 50% of the employee's final base salary.
- B. A teacher with a minimum of 20 years of service to the District will be granted a bonus of

37.5% of the employee's final base salary.

Employees hired after July 1, 2003, with a minimum of twenty (20) years of service to the District, will receive a retirement bonus equal to 65% of the difference between the employees final year salary including graduate hours, and M.A. Step 2.

Payment of retirement incentive will be received on the first pay date after July 1 or the first pay date after January 1, at the teacher's option.

11.10 Direct Electronic Deposit

Teachers will have a direct deposit option.

ARTICLE 12 EXTRA-CURRICULAR SALARY SCHEDULE

ACTIVITY POSITION

ADVISORS				
Academic Chairs (4 positions)	10.20%	10.20%	10.20%	10.20%
Secondary Level, Special Education Chair	10.20%	10.20%	10.20%	10.20%
Elementary Team Leaders	8.50%	8.50%	8.50%	8.50%
Middle School Team Leader	8.50%	8.50%	8.50%	8.50%
Summer Reading Program Coordinator	7.20%	7.20%	7.20%	7.20%
Summer Math Program Coordinator	7.20%	7.20%	7.20%	7.20%
Mentor Coordinator (2 positions)	6.60%	6.60%	6.60%	6.60%
6th Grade Enrichment	2.60%	2.60%	2.60%	2.60%
Asst. Musical	2.60%	2.60%	2.60%	2.60%
Asst. Yearbook	4.80%	4.80%	4.80%	4.80%
Director of Physical Education	4.80%	4.80%	4.80%	4.80%
Drama Club High School	3.80%	3.80%	3.80%	3.80%
Drama Club Middle School	3.80%	3.80%	3.80%	3.80%
Advisor Freshman Class	2.30%	2.30%	2.30%	2.30%
Advisor Sophomore Class	2.40%	2.40%	2.40%	2.40%
Advisor Junior Class	3.80%	3.80%	3.80%	3.80%
Advisor Senior Class	4.00%	4.00%	4.00%	4.00%
Marching Band - Per Event	.005%	.005%	.005%	.005%
Masterminds JV	3.80%	3.80%	3.80%	3.80%
Masterminds Varsity	3.80%	3.80%	3.80%	3.80%
FCCLA Advisor	4.70%	4.70%	4.70%	4.70%
Middle School Drama	3.80%	3.80%	3.80%	3.80%
Musical Advisor	4.40%	4.40%	4.40%	4.40%
National Honor Society Advisor	1.60%	1.60%	1.60%	1.60%
Odyssey of the Mind	3.80%	3.80%	3.80%	3.80%
Middle School Student Council Advisor	4.70%	4.70%	4.70%	4.70%

Spanish Club	3.80%	3.80%	3.80%	3.80%
Special Education Coordinator	6.60%	6.60%	6.60%	6.60%
All County (per event/per Band-Chorus)	1.40%	1.40%	1.40%	1.40%
Student Council	4.70%	4.70%	4.70%	4.70%
Taconican	3.80%	3.80%	3.80%	3.80%
Technical Director	3.80%	3.80%	3.80%	3.80%
Web Master	7.50%	7.50%	7.50%	7.50%
Yearbook	8.00%	8.00%	8.00%	8.00%
Special Olympics Coach	1.26%	1.26%	1.26%	1.26%
Special Olympics Assistant	.08%	.08%	.08%	.08%
School Health Coordinator	10.20%	10.20%	10.20%	10.20%
Athletic Director	10.20%	10.20%	10.20%	10.20%
GIRLS SPORTS				
Soccer-Varsity	8.40%	8.40%	8.40%	8.40%
Soccer-JV	6.60%	6.60%	6.60%	6.60%
Soccer-Modified	6.00%	6.00%	6.00%	6.60%
Softball-Varsity	8.40%	8.40%	8.40%	8.40%
Softball-JV	6.60%	6.60%	6.60%	6.60%
Softball-Modified	6.00%	6.00%	6.00%	6.00%
Basketball-Varsity	9.80%	9.80%	9.80%	9.80%
Basketball-JV	7.00%	7.00%	7.00%	7.00%
Basketball - Modified	3.70%	3.70%	3.70%	3.70%
Volleyball-Varsity	7.30%	7.30%	7.30%	7.30%
Volleyball-JV	5.50%	5.50%	5.50%	5.50%
COMBINATION SPORTS				
Track	8.40%	8.40%	8.40%	8.40%
Assistant Track Coach	5.00%	5.00%	5.00%	5.00%
Cross Country	7.00%	7.00%	7.00%	7.00%
Cross Country- Modified	2.80%	2.80%	2.80%	2.80%
CHEERLEADING				
Soccer	2.60%	2.60%	2.60%	2.60%
Basketball	2.60%	2.60%	2.60%	2.60%
BOYS SPORTS				
Wrestling-Varsity	9.80%	9.80%	9.80%	9.80%
Wrestling-JV	7.00%	7.00%	7.00%	7.00%
Wrestling - Modified	3.70%	3.70%	3.70%	3.70%
Soccer-Varsity	8.40%	8.40%	8.40%	8.40%
Soccer-JV	6.60%	6.60%	6.60%	6.60%

Soccer-Modified	6.00%	6.00%	6.00%	6.00%
Baseball-Varsity	8.40%	8.40%	8.40%	8.40%
Baseball-JV	6.60%	6.60%	6.60%	6.60%
Baseball-Modified	6.00%	6.00%	6.00%	6.00%
Basketball-Varsity	9.80%	9.80%	9.80%	9.80%
Basketball-JV	7.00%	7.00%	7.00%	7.00%
Basketball-Modified	3.70%	3.70%	3.70%	3.70%
Volleyball-Varsity	7.30%	7.30%	7.30%	7.30%

EXTRACURRICULAR POSITIONS

- A. All proposed changes or additions to the extracurricular positions and compensation will be submitted to a committee composed of two members of the negotiating team, appointed by the BTA and two members chosen by the District. No individual will serve on the committee who is sponsoring a proposal for the committee. It is assumed that the individual will, however, be accessible for questions, etc. The committee shall have 60 days to reach agreement. In the event that agreement cannot be reached, the Taylor Law shall be implemented.
- B. In the years after the 2005-2006 school year, in the event that the cost of funding extracurricular positions in one year exceeds 5% over the previous year, the Superintendent of the Berlin School District and the President of the Berlin Teachers Association will meet with the committee to examine the issue and the index. The intent of the current agreement is for salaries to be comparable to County averages and to remain feasible, financially, for the District. It is assumed that if the increase exceeds 5% that the index may have to be manipulated.
- C. The base salary refers to Bachelor's level Step 1. The index refers to the percentage that the base salary is multiplied for the salary of the extra-curricular.
- D. All courses required to maintain certification shall be underwritten by the District in accordance with past practice.
- E. As governed by Section 135.4 (c) (7) (i) (c) of the Rules of the Commissioner of Education, the school District may appoint individuals to serve as coaches of school athletic teams who meet the following conditions:
 1. Members of the Berlin Teachers Association will be given first consideration to athletic coaching positions.
 2. Applicants must hold appropriate coaching certificates of qualification and have completed educational programs for coaching.
 3. Experience in the sport will be given preference where other factors are equal.

- F. At the conclusion of a season and/or activity the coaches shall provide a written report to the Athletic Director outlining the sport's program's performance and needs for the next school year or season, and, will collect equipment and uniforms to be turned in to the Athletic Director.
- G. As governed by the rules of the Commissioner of Education, the school District may appoint individuals to serve as advisors of school clubs and activities under the following conditions:
 - 1. Members of the Berlin Teachers Association will be given first consideration to extra-curricular positions.
 - 2. Experience in the activity will be given preference where other factors are equal.
- H. At the conclusion of the activity or year a written report will be provided to the appropriate building principal outlining the activities' performance and needs for the next school year.
- I. Any individual employed in an extra-curricular position who is discharged during the term of his/her appointment will receive prorated payment to the point of the discharge and, when requested, a written explanation for the discharge.
- J. Any individual employed in an extra-curricular position where there is no longer enough students to continue the activity or team during the normal "season", will receive prorated payment to the point of the team or activity's dissolution.
- K. A Berlin Teachers Association member who holds an extra-curricular position in one school year, and applies for the same position for the next school year, and who is denied such position, shall be provided, upon request, a written statement setting forth the reasons for the denial.
- L. If/when a homework club is implemented at the high school teachers that supervise will receive an hourly stipend equal to Article 11.4 of the contract.

ARTICLE 13 MILEAGE REIMBURSEMENT

- 13.1 Members of the teaching staff will be reimbursed by the District for necessary driving of personal cars on District business. Payment for mileage will be at the rate established yearly by the Board when approved by the appropriate administrator.
- 13.2 Mileage allowance will not be granted for travel between the teacher's residence and normal place of work. Regular school vehicles shall be used whenever possible by the teaching staff to avoid mileage charges.
- 13.3 Mileage allowance will not be granted for full-day in-District conferences such as opening day meetings and Superintendent's Conference Days.

- 13.4 Teachers shall submit a travel voucher to their immediate supervisors by the tenth day of the next succeeding month.

ARTICLE 14 HEALTH INSURANCE

- 14.1 The Board will provide as a Health Insurance Plan the Blue Shield of Northeastern New York PPO 812, Blue Shield of Northeastern New York PPO 815 or CDPHP. The District's contribution toward the cost of CDPHP coverage shall not exceed the contribution otherwise made on account of such employee under Section 14.2.
- 14.2 The Board will contribute the difference between 100% of the premium cost and the following amounts payable by teachers for Individual, 2-person, or family plan health insurance coverage:

2011-12	2012-13	2013-14	2014-15
10%	15%	15%	15%

Premiums will be payable through the IRS Code 125 Plan established 10/01/97.

The surviving spouse and dependents of an employee who dies while in active services will be eligible for continuation of health insurance under COBRA.

- 14.3 Retirees and dependents will be eligible to join the plan stated in Section 14.1. The Board will contribute 50 percent of the cost of the individual and 35 percent of the cost for the dependent for retirees who are members of the health insurance plan, and have been in the District for 15 years or were hired prior to July 1, 2003. If the retiree dies, the enrolled spouse and dependents will be eligible to continue an individual plan at his/her own expense. However, the surviving spouse's new husband/wife is not eligible for coverage under the District health insurance plan. This article will remain in force for a continuous five year period and is not subject to negotiations unless agreed to by the Association, and only then the amount being contributed by the Board can be renegotiated from the 50-35 base level. For each year that contract negotiations are renewed, one year will be added to this clause in order to maintain the five year extension. If the Association chooses to reopen the clause on the percentages for retired teachers, the whole clause will be subject to renegotiation.

An employee who has received the District's health insurance declination payment pursuant to Section 14.7 of the Agreement, must notify the District in writing no later than January 30 of the employee's final year of service prior to retirement, if the employee chooses to participate in the District's health insurance plan for retirees pursuant to Section 14.3 of the Agreement. Such written notification shall allow the employee to participate in District health insurance on the same basis as other retirees.

14.4 Eligibility

Effective with the 1997-98 school year, if both spouses are employed by the District, one

spouse may elect to receive family or two person health insurance coverage with the other spouse may elect to receive either individual health insurance coverage or shall be paid a family declination of health insurance coverage.

A teacher who is eligible to receive family or two-person health insurance coverage and does not have a spouse employed by the District may elect to take individual health insurance coverage and to receive an individual health insurance declination payment, or the teacher may elect to be covered under the family or two-person insurance coverage, or the teacher may decline dependent coverage and receive a family health insurance declination payment.

- 14.5 Upon retirement, each ten day block of accumulated sick leave (or major fraction thereof) will earn an additional two percent (2%) toward the cost of health insurance for an employee electing to continue with health insurance. At retirement teachers will also be granted the equivalent of 2 sick days, for each year of service in the District, to be added to their accumulated sick leave. A teacher may earn a maximum of forty percent (40%) of Board contribution over and above the fifty percent (50%) defined in Section 14.3.
- 14.6 Teachers shall have the option of changing enrollment in the health insurance plans in Article 14.1 during the open enrollment period in the months of June and December. Should a teacher lose health insurance coverage through a change in circumstances, enrollment may occur at any time through notification to the District.
- 14.7 Health Insurance Declination
- A. Teachers employed on or after July 1, 1997 shall have the right to decline the health insurance and receive remuneration as follows: \$500 for declining individual coverage; or \$1000 for declining 2-person or family coverage.
- B. Such declination amounts will be increased to \$1,500 (dependent) and \$750 (individual) at such time as the increased teacher declination cost of \$9,750 for 18 dependent and 3 individual declinations and the cost of any combination of additional declinations at \$1,500/\$750 is offset by premium savings to the District in this total amount. The \$9,750 premium savings will be calculated using present premium rates and will take into consideration only those teacher declinations in excess of the 1996-97 base of 18 family and 3 individual declinations.
- C. Such declination amounts will be increased to \$2,000 (dependent) and \$1,000 (individual) at such time as the increased teacher declination cost of \$19,500 for 18 dependent and 3 individual declinations and the cost of any combination of additional declinations at \$2,000/\$ 1,000 is offset by premium savings to the District in this total amount. The \$19,500 premium savings will be calculated using present premium rates and will take into consideration only those teacher declinations in excess of the 1996-97 base of 18 family and 3 individual declinations.
- D. Staff shall notify the District of their intent to accept the health insurance

declination no later than June 15th. Staff will be notified by June 22nd of the number of participants and the declination amount, and shall have the option to withdraw such intent until June 30th. If withdrawals lower the dollar amount of the declination payment, enrollees shall be notified and have seven calendar days to re-enroll in a District health insurance plan. Should this option to re-enroll not be exercised in a timely fashion, the teachers declination will be in effect for the next school year at the levels identified in the language of A., B., or C. above. If a member's insurance needs change during the school year, they may rescind the declination (receiving no payment) and acquire insurance upon notification to the District.

- E. The District shall notify the Association President of health insurance premium cost by May 1st of each year.

14.8 IRS Code 125 Plan

The Board shall establish a flexible spending plan pursuant to the IRS regulations. Its operating procedures shall be jointly determined by the parties. The plan options for premium contributions, unreimbursed medical expenses, and dependent care will be implemented on or before October 10, 1997. No health insurance contributions will be withheld prior to this date.

14.9 Dental Insurance

Group dental insurance shall be an option to all unit members. However, the entire premium shall be paid by the employee(s) who chooses such coverage.

14.10 Prescription Drug Insurance

In addition to the insurance provided by the District in 14.1, group prescription drug insurance shall be an option to all unit members. However, the entire premium shall be paid by the employee(s) who chooses such coverage.

14.11 Vision Care Insurance

Group vision care insurance shall be an option to all unit members. However, the entire premium shall be paid by the employee(s) who chooses such coverage.

A District committee composed of selected teachers and administrators will be formed to investigate options in satisfaction of 14.9 - 14.11 above.

**ARTICLE 15
LIABILITY INSURANCE**

- 15.1** The Board shall secure and maintain for the term of this agreement insurance endorsements covering teachers as additional insurers and also covering them for corporal

punishment in accordance with Sections 3023 and 3028 of the Education Law.

- 15.2** The limits of liability for the coverage are \$1,000,000 each occurrence, \$3,000,000 aggregate bodily injury and \$1,000,000 each occurrence, \$3,000,000 aggregate property damage. If damage to personal effects is not covered by the above, and if a written claim is presented to the Board, a review of the facts will be made and a decision reached by the Board in each individual case as to the responsibility of the Board for the loss, if any, and the amount thereof.

ARTICLE 16 GRIEVANCE PROCEDURE

- 16.1** The grievance procedure set forth below is established to provide for the handling of disputes between the parties to this agreement. The purpose of this procedure is to secure, at the lowest level possible, equitable and prompt solutions to problems arising between the parties concerning the terms and conditions of this agreement. However, nothing contained herein shall be construed as limiting the right of any member of the negotiating unit, having a potential grievance to discuss and resolve the matter informally.
- 16.2** For the purpose of this article a grievance shall be defined as a complaint by a teacher or teachers in the negotiating unit, concerning the interpretation or application of a specific term or provision of this agreement.

16.3 Procedure

Step 1

An earnest effort shall be made to settle the complaint informally and personally between the teacher and his/her immediate supervisor.

Step 2

If the complaint is not resolved informally, it shall be written up in detail by the teacher on a form provided by the District. The date the act or omission occurred which gave rise to the complaint shall be shown, along with the specific term or provision of the agreement which is believed to have been violated and the remedy sought by the grievant. The written grievance shall be signed and dated and presented to the teacher's supervisor within five working days of the informal discussion held at Step 1. The supervisor will issue a decision in writing within five working days following submission of the written grievance.

Step 3

If the teacher wishes to appeal the decision from Step 2, he/she may do so within five working days by submitting the written grievance, with a copy of the written decision from Step 2, to the Superintendent. The Superintendent or his/her designee shall meet with the aggrieved teacher and the supervisor involved in the earlier steps. At this meeting the teacher may be represented by another teacher of his/her choice from the negotiating unit. The meeting will be held within five

working days, counting only those days on which all three parties are present. The Superintendent shall issue a written decision on the matter within five working days on which the Superintendent is present and working in the District.

Step 4

The teacher upon approval of the Association may appeal the decision at Step 3 within five working days to the Board by submitting a request to the Clerk of the Board, with a copy to the Superintendent. A copy of the grievances, copies of the decisions at Steps 2 and 3 and all pertinent information, must be attached to the appeal request. Within 15 calendar days after receipt of the appeal by the Clerk of the Board, a hearing on the grievance shall be held by the Board in executive session, at a time and place determined by the Board. At this hearing the teacher may be represented by a union representative designated by the union. The Board shall issue a written decision within ten days of the hearing.

16.4 Arbitration

If the Association is not satisfied with the decision arrived at by the Board, it may, within five school days of its receipt, submit the grievance to arbitration by written notice to the Board.

1. Selection of Arbitrator

Within ten school days after receipt of the request for arbitration, the Association and the Board shall agree on a mutually acceptable arbitrator. Failing such agreement, a request will be made to the American Arbitration Association (AAA) for the selection of an arbitrator pursuant to the labor arbitration rules.

2. Date, Time and Place of Hearing

The date, time and place of the arbitration hearing shall be mutually decided by the parties and the arbitrator involved but shall be at a time other than the normal school day.

3. Grievance Submission to Arbitrator

The grievance submitted to the arbitrator shall state the precise facts and details of the grievance, shall specify the specific contractual term or provision of the agreement which has been allegedly violated and shall indicate the remedy sought. The grievance as submitted may not add to or modify the issue previously raised by the aggrieved party.

4. Limitations of Arbitrator's Award

The arbitrator shall have no power or authority to alter, amend or modify the provisions of this agreement in arriving at a decision of the issues presented, and such decision shall be confined solely to a determination of whether the claimed violation of the agreement has occurred.

The arbitrator shall confine him/herself to the precise issue submitted to arbitration and

shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching his/her determination.

A settlement of an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such a resolution be retroactive to a date earlier than the actual date the act or omission occurred.

The decision or award of the arbitrator shall be final and binding consistent with the provisions of this article and appropriate laws and statutes.

16.5 Time Limits

A grievance must be filed within 30 calendar days following the date on which the act or omission giving rise to the grievance occurred. Failure by the District to render a decision within the time limits provided on any step shall cause the grievance to move to the next successive step of the grievance procedure. Failure by the aggrieved person or Association to present the grievance at the various steps, or to appeal prior steps as prescribed, shall be considered a waiver of the grievance, and further proceedings under the agreement or elsewhere shall be barred.

16.6 General Provisions

1. All fees and expenses of the arbitrator shall be divided equally between the parties. If the parties mutually agree to a stenographic transcript of the arbitration proceedings, the cost of such transcript shall be shared equally. If either party requests such a transcript, the requesting party shall bear the entire cost.

ARTICLE 17 SEVERABILITY

In the event that any article, section or portion of this agreement is found to be in violation of any federal, state or local law; found to be invalid by a decision of a tribunal of competent jurisdiction; or shall have the effect of loss of funds to the District from the state or federal government, then such specific article, section or portion of this agreement shall be considered invalid and void, but the remainder of this agreement shall continue in full force and effect.

ARTICLE 18 SCOPE OF AGREEMENT

- 18.1 This agreement constitutes the entire agreement between the Superintendent and the Association and terminates all prior agreements and understandings.
- 18.2 The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled

them for the term of this agreement in accordance with the provisions thereof.

ARTICLE 19

PERSONNEL FILE POLICY

- 19.1 An official personnel file shall be maintained by the District. That file shall contain material accumulated at the time the teacher was hired, payroll records and material, positive and negative, concerning the teacher's performance. A copy of each document placed in the personnel file (other than routine payroll, attendance, certification and similar materials) shall be provided to the teacher prior to its insertion. The teacher may file a response to any document in the personnel file that the teacher believes to be adverse or critical of his/her performance. If such a response is submitted, it shall be stapled, or otherwise attached, to the document to which it responds.
- 19.2 The contents of the personnel file may be reviewed at any time during normal working hours upon reasonable notice to the Superintendent or his/her designee.
- 19.3 The signature of the teacher pursuant to this section shall acknowledge review or receipt of a document and shall not necessarily show evidence of agreement with its contents.
- 19.4 A document placed in the personnel file may be used only to establish that the teacher has been warned that particular conduct is viewed by the District as unacceptable or counseled as to the appropriate level of behavior.
- 19.5 After three years the teacher may request that a document concerning his/her performance be removed from the file.

ARTICLE 20 EFFECTIVE DATE AND DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2011 except as otherwise provided for and shall continue in effect until June 30, 2015. The parties hereto have caused this agreement to be executed by their duly authorized representatives affixing their signatures:

BERLIN CENTRAL SCHOOL TEACHERS ASSOCIATION, LOCAL 2500

By: Sandra Honsinger
President

Date: 11/19/12

BERLIN CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION

By: Stephen Young
Superintendent of Schools

Date: 11/19/12