

**AGREEMENT BETWEEN**

**SHERMAN BOARD OF EDUCATION**

**and**

**SHERMAN EDUCATION ASSOCIATION**

**COVERING THE PERIOD**

**SEPTEMBER 1, 2015**

**to**

**AUGUST 31, 2018**

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**ARTICLE I**  
**INTRODUCTION**

- A. This Agreement is made and entered into by and between the Sherman Board of Education ("Board") and the Sherman Education Association ("SEA").
- B. This Agreement contains the full and complete agreement between the Board and the SEA on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether it is covered or not covered in this Agreement
- C. The Board and the SEA recognize the importance of reasonable participation by the entire professional staff in the education process, development, and growth. To this end they agree to maintain communication, to inform about programs, to guide in development, and to assist in planning and growth, either by committee, individual consultation, or designated representatives.

**ARTICLE II**  
**BOARD PREROGATIVES**

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the town of Sherman in all its aspects, including but not limited to the following: to employ, assign and transfer teachers; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or to dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Board of Selectmen, and in its sole discretion, expend monies appropriated by the Town; to make such transfers of funds within the appropriated budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

Any of the rights, powers, functions, and authority which the Board had prior to the signing of this Agreement, or any agreement with the SEA, are retained by the Board, except as those rights, powers, functions or authority are specifically abridged and modified by the express provisions of this Agreement.

**ARTICLE III**  
**RECOGNITION**

- A. The Board recognizes the SEA as the exclusive bargaining representative for the group of professional employees, hereinafter referred to as “teachers” or “professional employees”, other than temporary substitutes, below the rank of principal employed by the Board of Education in positions requiring a teaching or other certificate and who are not included in the administrator’s unit or excluded from the purview of Sections 10-153a through 10-153g, inclusive, of the Connecticut General Statutes
- B. The SEA agrees to represent equally all teachers without regard to membership in, participation in, or association with, the activities of the SEA or any other employee organization.
- C. The Board agrees to treat all teachers equally and without regard to membership in, participation in, or association with, the activities of the SEA or any other employee organization.
- D. This Agreement shall constitute the binding, collective bargaining agreement between the Sherman Board of Education and the Sherman Education Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by mutual consent of the parties of this Agreement. Such mutually consented changes shall be in writing and signed by both parties. Nothing in this Agreement which changes preexisting Board of Education Policy will have retroactive application or operation.

**ARTICLE IV**  
**TEACHERS' SALARY**

- A. The salary schedules for this Agreement shall be those as set forth in the Appendices attached hereto.
- B. This salary plan is intended to recognize the need for every teacher to engage in continual professional improvement and is drawn with the express purpose of rewarding, through commensurate salaries, the teacher who puts forth superior efforts toward professional self-improvement in addition to that which may accrue through in-service programs.
- C. Placement on the Salary Schedule is performed by coding. The placement code consists of a combination of Roman and Arabic numerals. The Roman numeral indicates the status of professional improvement. The Arabic numeral indicates the step of progression; it usually signifies the number of years' experience within the local school or the number of years of experience allowed in the placement of teachers, experienced elsewhere, prior to joining the local staff.

- D. The terms of the salary schedule shall be interpreted and applied in accordance with the following definitions:
1. **Bachelors:** A teacher possessing a baccalaureate degree earned at an accredited college or university who has successfully met the preparation and eligibility requirements specified by the State Board of Education for entrance into a beginning education program.
  2. **Bachelors Plus 30:** A teacher who holds a baccalaureate degree earned at an accredited college or university and has successfully completed not fewer than 30 teaching-related semester hours of credit beyond that degree at an accredited college or university approved in advance by the Superintendent or his/her designee.
  3. **Masters:** A teacher holding a master's degree earned at an accredited college or university.
  4. **Masters Plus 15:** A teacher who has earned 15 credits beyond a master's degree in an approved program at an accredited college or university approved in advance by the Superintendent or his/her designee.
  5. **Masters Plus 30:** A teacher who has earned 30 credits beyond a master's degree in an approved program at an accredited college or university approved in advance by the Superintendent or his/her designee.
  6. **Sixth Year:** A teacher holding a second master's degree in a discipline other than the discipline in which the initial master's was obtained, ~~or~~ a Sixth Year Certificate, or a doctorate from an accredited college or university.
  7. Any teacher who was previously placed on the BA, MA, or Sixth Year track of a previous Sherman Teachers' Salary Schedule shall be entitled to placement on the corresponding Bachelors, Bachelors Plus 30, Masters, Masters Plus 15, Masters Plus 30, or Sixth Year track under the above definitions.
- E. Teachers joining the staff shall be entered in the salary plan at the discretion of the Superintendent or his/her designee, taking into consideration the following:
1. Degree status and credit status.
  2. Previous state certified teaching experience either public or private, provided that such experience shall have been continuous service of more than one-half of any school year. Intermittent or short-term substitute service will not be credited as previous teaching experience.
  3. Honorable service in the Peace Corps or in the United States Armed Forces or other United States government agency of a similar nature (two years maximum recognition – one year of service time for one year of recognition). Such members of the teaching staff shall be entitled to

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the appropriate increment, provided (1) that they are not already at maximum and (2) that they have put in such satisfactory service (*i.e.*, 12 to 21 months continuous service would equal 1 increment; over 21 months, a total of 2 increments).

4. Teachers presently in the Sherman School system or hired during the school year shall be given their annual increment for that year, provided that the term of service is one-half school year or more.
- F. It is the responsibility of the individual teacher to have and to provide the Superintendent or his/her designee with proof of the completion of requirements for placement on, or advancement within, the Salary Schedule and to have received prior approval of the Superintendent or his/her designee for the program of studies prior to enrollment. Teachers who complete the necessary requirements of a higher schedule, and who gave written notice of the anticipated completion of such requirements to the Superintendent prior to January 1 of the school year proceeding the salary change, shall be paid according to the higher schedule beginning September 1 following the recording of proof of completion with the Superintendent or his/her designee. A thirty-day grace period will be allowed for presentation of credits following the completion of the summer term.
- G. Longevity of service will be recognized at all levels of the salary scale by an addition to the annual salary as follows:
- |  |         |
|--|---------|
| commencing with the 21 <sup>st</sup> year of teaching experience | \$1,000 |
| commencing with the 26 <sup>th</sup> year of teaching experience | \$1,500 |
| commencing with the 31 <sup>st</sup> year of teaching experience | \$2,000 |
- Note: The \$1,500 addition at the 26<sup>th</sup> year includes the \$1,000 gained in the 21<sup>st</sup> year. The \$2,000 addition at the 31<sup>st</sup> year includes the \$1,500 gained in the 26<sup>th</sup> year.
- H. Teachers newly hired to the system are effectively employed and entitled to salary after attendance at the first scheduled meeting or exercise of the current school year calendar.
- I. Each teacher shall have the option at the beginning of each school year (*i.e.*, on the teacher orientation day) as to the schedule for being paid. He/She may choose:
1. 20 checks – 10 month basis.
  2. 24 checks – 12 months basis.
  3. 24 checks – payment divided over 12 months basis, but July and August checks being paid at the end of June.

Once the teacher has so chosen, he/she shall not alter this decision for the remainder of said school year. If the teacher does not so designate, he/she shall be paid on a 10 month basis. Teachers shall be paid on the 15<sup>th</sup> and no later than the 30<sup>th</sup> of each month, or the last teaching day of the pay period. If the teacher so requests, he/she may receive the first check of the year at the conclusion of the first five (5) full teaching days.

- J. Any teacher upon returning from a professional leave absence (including sabbatical) with or without pay shall be given credit on the salary schedule for the year of the leave as if it were a year of teaching. Adjustments in step and salary will only be made as necessary when the leave is concluded and the teacher is in physical attendance at scheduled exercises, classes or office.
- K. After the signing of the Successor Agreement, the Superintendent or his/her designee will issue to the teacher the appropriate Salary Agreement (Initial Salary Agreement, Annual Salary Agreement, and Long Term Contract) within a reasonable length of time which, in order to be validated, shall be returned by the teacher to the office of the Superintendent or his/her designee within ten (10) days.
- L. Extracurricular: Special increments (See Appendix D for extracurricular activities) will be paid as follows:
  - 1. Sports – lump sum basis paid upon completion of responsibility at the conclusion of the sports seasons.
  - 2. Non-sports – lump sum basis to be paid upon completion of responsibility at the end of the activity.
  - 3. TEAM Mentors and TEAM District Facilitator - lump sum basis to be paid half in December and half in June.
  - 4. When teachers share responsibility for conducting an extracurricular activity, the monies shown in Appendix D shall be equally divided among them.
- M. Teachers shall, upon written request, be granted payroll deductions for the Waterbury Connecticut Teachers Federal Credit Union with the option to change deduction amounts no more than twice in a school year.
- N. After a substitute who is certified for the work being done fills a particular vacant position for at least forty (40) days in the same school year, such substitute shall be placed at the appropriate level on the Teachers' Salary Schedule.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the administrative level, equitable solutions to problems which arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

B. Definitions

1. "Grievance" shall mean (a) a claim that there has been a misinterpretation, misapplication, or a breach of a specific provision of this Agreement, or (b) a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers, regarding the interpretation, meaning, or application of any of the provisions of applicable law, or of the rules, regulations, administrative directives, policies and established practices of the Board of Education. Only grievances as defined in subparagraph (a) above may be submitted to arbitration under this Article. No grievance regarding matter in subparagraph (b) above may be submitted to arbitration under this Agreement.
2. "Grievant" shall mean any professional staff member covered by this Agreement, group of such professional staff members, or the SEA
3. "Days" shall mean days when school is in session, except that over the summer vacation, "days" shall mean business days.
4. "Board of Education" shall mean the Board or the Personnel and Negotiations Committee.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Board or its designated representative and the SEA.
2. If a teacher does not file a grievance in writing with the Superintendent or his/her designee within thirty (30) days after he/she knows of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure at any level of this procedure to communicate the decision regarding an aggrieved teacher's grievance within the specified time limits shall permit the aggrieved teacher 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 acceptance



of the decision rendered at that step, except if such failure is caused by sickness or emergency of the designated grievance officer.

D. Informal Procedure

1. If a teacher feels that he may have a grievance, he may first discuss the matter with the Superintendent or his/her designee or other appropriate administrator in an effort to resolve the problem informally.
2. If the teacher is not satisfied with such disposition of the matter, he shall have the right to have the SEA assist him in future efforts to resolve the problem informally with the Superintendent or his/her designee. If an agreement is not reached during the informal procedure, the grievant may proceed to the formal procedure as if the informal hearing had not taken place.

E. Formal Procedure

1. Level One – Superintendent or his/her Designee
  - a. If the grievant chooses to utilize the informal procedure and he/she is not satisfied with the disposition of his/her grievance at that level, he/she may within eight (8) days of receipt of decision at the informal level or eight (8) days from the date of the informal hearing (whichever comes first) present the claim as a written formal grievance to the Superintendent or his/her designee.
  - b. The Superintendent or his/her designee shall, within five (5) days after the receipt of the grievance, meet with the aggrieved teacher and with the representatives of the SEA for the purpose of resolving the grievance.
  - c. The Superintendent or his/her designee shall, within three (3) days after the hearing, render his decisions and the reasons therefore in writing to the aggrieved teacher, with a copy to the SEA.
2. Level Two – Board of Education
  - a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, the grievant may, within six (6) days after the receipt of the decision or within nine (9) days of the Level One hearing (whichever occurs first) file the grievance with Board.
  - b. The Board of Education shall, within ten (10) days or no later than the next regularly scheduled Board of Education meeting, whichever comes later, after receipt of the grievance, meet with

the grievant and with representatives of the SEA for the purpose of resolving the grievance.

- c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the SEA.

3. Level Three - Arbitration

- a. If a grievance is not settled at Levels One or Two, the SEA may submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within eight (8) days after the decision was rendered or within eighteen (18) days after the Board of Education hearing (whichever occurs first). Such grievance may be arbitrated under the American Arbitration Association expedited rules if the parties mutually agree to do so.
- b. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He/She shall be bound by and must comply with all of the terms of this Agreement. He/She 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 final and binding upon the Board and the SEA.
- c. Any fees charged by the AAA or any arbitrator shall be shared equally by the SEA and the Board.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any grievant at Step Two of the informal procedure or any level of the formal procedure may be represented by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the SEA, and the SEA shall have the right to be present and to state its views at all stages of the procedure.
3. The SEA and/or the Board of Education may, if it so desires, call upon professional services for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. Grievance forms shall be prepared by the Superintendent or his/her designee and made available through the SEA, so as to facilitate operation of the grievance procedure.
2. If, in the judgment of the SEA, a grievance affects an individual or a group or class of teachers, the SEA may submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall commence at the Informal Level.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the parties involved. All such documents, communications and records shall not be released without prior written notice to the teacher involved. In the event of a class action suit, prior written notice will be given to the SEA president rather than to individual teachers.

**ARTICLE VI**  
**CLASS SIZE**

A. The Board and the SEA agree on the following class size guidelines:

1. Kindergarten class size shall ideally be fifteen (15) pupils and normally shall not exceed twenty (20).
2. Class size in Grades One through Eight shall ideally be twenty-five (25) pupils and normally shall not exceed thirty (30).
3. Teachers shall not normally be assigned a total class load of more than one hundred twenty-five (125); teachers of English shall not normally be assigned a total class load of more than one hundred (100) in English.

B. The foregoing guidelines are subject to modification by the Board for educational purposes such as specialized or experimental instruction (team teaching, music, physical education, etc.)

**ARTICLE VII**  
**EMPLOYMENT YEAR**

A. The salaries provided in Appendix A, Appendix B and Appendix C are based upon an employment year of 185 workdays, including 180 full student days as defined in the Connecticut General Statutes 10-15 and 10-16. If there are additional full workdays added to the employment year defined above, the teachers will be compensated by an additional *per diem* salary prorated by dividing the salaries provided in the Appendices A, B and C by 185 employment days. In the event that partial employment days are added to the employment year as defined above, the *per diem* salary defined above

shall be prorated based upon hours assigned divided by the total hours in the regularly scheduled workday as defined by the Board.

- B. New teachers will be required to work one additional day beyond the contractual 185 day teacher work year for the initial year of their employment for orientation purposes.

**ARTICLE VIII**  
**WORKDAY**

- A. The teacher workday shall extend fifty minutes in addition to the student school day student. The length of time before and after the student school day will be scheduled each school year by the Administration in consultation with the SEA. Any extension of the workday, except as permitted by the terms of this Agreement, shall be compensated at an hourly rate prorated upon an amount equal to 1/185<sup>th</sup> of the teacher's annual salary.
- B. All classroom teachers shall have, in addition to their lunch period, at least one preparation period per day. Said preparation period shall be equal to the number of minutes in a normal teaching period. In the event that scheduling does not permit one preparation period per day, classroom teachers will be guaranteed five (5) preparation periods per week.
- C. After-school Meetings
1. Regular classroom teachers may be required to remain after school for up to one hour one day each month to attend a Superintendent or his/her designee's general staff meeting or other meetings called by the Superintendent or his/her designee, and up to one hour one day each month to attend special group meetings.
  2. The SEA agrees to encourage its members to attend special evening meetings.
  3. The SEA shall encourage the voluntary participation of its members in occasional meetings, such as those for in-service training or curriculum development, which shall have as their purpose the improvement of the educational system of the Town of Sherman.
  4. The Board/Administration may require attendance at two evening meetings each year. If the Board/Administration requests a teacher to attend, and the teacher agrees to attend, additional meetings, the teacher shall be compensated at a rate of \$50 per hour and will be guaranteed a minimum of one (1) hour compensation and will not be required to remain longer than two (2) hours.
- D. Teachers shall have a duty free lunch of at least forty (40) minutes per day. Teachers shall be allowed to leave the building during their lunch.

- E. Teacher participation in extra curricular activities for which no additional compensation is paid shall be strictly voluntary. At the same time, the teachers recognize that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, and the SEA agrees to encourage its members to this end.
- F. No teacher shall be called out of class to talk with a parent, salesman or other visitor except by an administrator.

**ARTICLE IX**  
**TEACHER DUTIES**

- A. The teacher shall be directly responsible to the Superintendent or his/her designee and shall comply with his rules, regulations or written directives. The teacher shall discharge his duties in accordance with the policies and rules and regulations of the Board as stated in the Board Policy Book and the Teachers' Handbook, subject to the provisions of this Agreement.
- B. Teachers shall not normally perform substitute services. The Board, however, realizes that emergency situations do arise and, therefore, those teachers who lose one or part of their five (5) contractual planning periods shall be compensated as follows;
  - 1. By time, if substituting for a teacher who needs to arrive late or leave school early for emergency or illness; or to cover until a substitute arrives in an unusual or extenuating situation;
  - 2. By compensation of \$20.00 dollars for the 2015-16 school year; \$20.26 dollars for the 2016-17 school year; and \$20.51 dollars for the 2017-18 school year per planning period, if a substitute has not been obtained for a teacher's absence.
  - 3. Teachers who accept homebound tutoring assignments will be paid at a rate of \$45.84 for the 2015-16 school year, \$47.84 for the 2016-17 school year and \$49.84 for the 2017-18 school year. Mileage payments are included in the per-hour fee for tutoring.

**ARTICLE X**  
**PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

- A. The Board shall pay reasonable expenses incurred by the teacher who, at the request or with the prior approval of the Superintendent or his/her designee, attends workshops, seminars, conferences, conventions, or other improvement sessions. Such expenses shall include fees and costs of meals, lodging and/or transportation. If an automobile is used, the teacher shall be reimbursed for mileage at a rate established by the Internal Revenue Service. These sessions shall not exceed one (1) week and the attendance must be

approved at least one week in advance by the Superintendent or his/her designee. Prior to being reimbursed by the Board, said teacher must provide the Superintendent or his/her designee with both proof of attendance at such workshop, seminar, conference, convention or other improvement session and receipts representing reasonable expenses incurred. Said teacher shall not suffer any loss of pay for these days.

- B. Compensation for professional development work involving days beyond the present employment year shall be negotiated and agreed upon in writing by the Board and the SEA, with consideration for days, hours, scope and depth of participation required.
- C. With the approval of the Superintendent or his/her designee, a teacher who is teaching his first year in the Sherman School may be granted upon request and without loss of salary or any leave to which he/she is entitled five (5) days to observe other teachers teaching in the Sherman School or any other nearby schools selected or approved in advance by the Superintendent or his/her designee.
- D. Substitute teachers shall be provided whenever a teacher is absent from a classroom to serve on committees or other assignments as directed by the administration, except in cases of emergency.
- E.
  - 1. Teacher taking graduate or undergraduate courses will be reimbursed for 100% of the tuition cost provided the following criteria are met:
    - a. Teacher must be on the BA Plus 30 level or higher.
    - b. Courses must be mutually selected and approved by the Superintendent or his/her designee and the teacher by the deadlines set forth below.
    - c. Courses must aid and/or improve education in Sherman as determined by the Superintendent or his/her designee.
    - d. Course is successfully completed by teacher with a final grade of A or B, or a P in a pass/fail course.
  - 2. The Board will budget \$12,000 per year for tuition reimbursement for teachers who hold at least a BA+30. The tuition reimbursement funds will be distributed in the following prioritized order: (i) Classes in the teacher's present assignment or related field; (ii) Credits toward a 6<sup>th</sup> Year degree in the teacher's present teaching assignment or a related field; (iii) Credits toward a second masters degree or a 6<sup>th</sup> Year degree resulting in an additional certification. No course reimbursement will be provided for Administrative degrees. Teachers who have not received previous course reimbursement will be given preference.
    - a. The \$12,000 will be appropriated as follows:

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\$4,000 for summer semester  
\$4,000 for fall semester  
\$4,000 for spring semester

- b. Money not reimbursed in the summer semester will roll over and be divided half for the fall and half of the spring semesters. Money not reimbursed in the fall semester will rollover into the spring semester. Money not reimbursed in the spring semester will be used to reimburse anyone who was not fully reimbursed earlier in the year during the summer or fall semesters.
- c. Teachers must submit preliminary documentation regarding their specific course enrollment information, as well as the cost of the course(s) according to the following deadlines and only those courses submitted by the deadline will be eligible for a “proportionate share” of the available tuition reimbursement quota for that semester.

July 15<sup>th</sup> for the summer semester eligibility  
October 1<sup>st</sup> for the fall semester eligibility  
February 1<sup>st</sup> for spring semester eligibility

Then once the course is completed satisfactorily (see Contract provisions) the teacher needs to submit the follow-up documentation in order to trigger the payment of his/her share of the reimbursement funds for the semester.

- d. In order to share the available tuition in a fair manner for a given semester among eligible recipients, the following formula will be applied<sup>1</sup>: First, the respective claims for tuition reimbursement will be totaled up and that amount becomes the denominator. Second, each individual's total cost claim will be the numerator and this fraction will produce a proportionate percentage of the total. Third, teacher's proportionate percentage of the total will be multiplied against the total amount of tuition reimbursement available for that semester and the product of that multiplication is the share of the tuition to be distributed to the respective teacher.

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<sup>1</sup> Example: semester with a total of \$5,700 of teacher reimbursement claims and \$4,000 to share  
Teacher A has \$3000 of eligible tuition costs or 53% X \$4,000 available to share = \$2,120  
Teacher B has \$1200 of eligible tuition costs or 21% X \$4,000 available to share = \$ 840  
Teacher C has \$1500 of eligible tuition costs or 26% X \$4,000 available to share = \$1,040

**ARTICLE XI**  
**NON-TEACHING DUTIES**

- A. The Board and the SEA acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. To the extent possible, teachers shall be relieved of non-teaching administrative assignments. Administrative assignments shall not become burdensome.
  2. No teacher shall be requested or required to collect any money from students for non-educational purposes.
  3. Teachers shall not be required or requested to administer health services (e.g., weighing and measuring pupils, recording information on health records, etc.).
  4. Duties for Pre-K-8 and special teachers shall include the following morning duties: hallway, gymnasium, bus parking lot/student drop-off. Teachers will be given a maximum of twenty (20) minutes of duty per week if practical, said duty not to exceed thirty (30) minutes.
  5. Machine scoring of standardized tests will be used whenever possible.
  6. Teachers shall assume supervision of study halls and corridors.
  7. The Board shall provide a public liability insurance policy covering teachers in Board-sanctioned extra-curricular programs, including approved trips.

**ARTICLE XII**  
**PROTECTION OF TEACHERS**

- A. The Board agrees that it shall maintain a public liability insurance policy providing protection from damage suits for all teachers acting within the scope of their employment.
- B. Whenever a teacher is absent from school as a result of personal injury compensable under Connecticut Workers' Compensation Laws which is caused by an assault arising in and out of the course of his employment, he shall be paid his full salary for the period of such absence without having such absence charged to his annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Workers' Compensation award for temporary, partial or permanent disability due to the said assault injury for the period for which salary is paid. The Board, the SEA, and the teacher each have the right to have the teacher examined by a physician of their own choosing for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties.



- C. The Board will provide liability insurance for any damage to a teacher's personal effects while acting in the discharge of his duties or within the scope of his employment or under the direction of the Board.
- D. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes that materials to be placed in his file, with the exception of evaluation reports, are inaccurate, he may receive adjustment through the grievance procedure. If the grievance finding is in favor of the teacher, the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, denied an increment or salary increase, suspended or dismissed without reasonable and just cause, and without due process. If a teacher is to be formally disciplined or reprimanded by the Board or its agents, she/he shall receive at least twenty-four (24) hours advance notice, except under emergency situations. He/she shall be entitled to receive a written statement of reasons and to have a representative of the Association present at a meeting with the Board or its agents. This section in no way restricts the Board from carrying out its statutory rights under Section 10-151 of the Connecticut General Statutes.

**ARTICLE XIII**  
**SICK LEAVE**

- A. Teachers shall be entitled to fifteen (15) sick leave days each school year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred eighty-seven (187) days, which shall be carried over and added to the current year's fifteen (15) days. Each teacher shall be allowed to utilize eight (8) days of accumulated sick leave each year without loss of pay for illness in the teacher's immediate family. For purposes of this provision, immediate family means spouse, parent, brother, sister, parent-in-law, child, grandchild, grandparent or other member of his/her immediate household.
- B. During the last week of the school year the office of the Superintendent or his/her designee shall notify each continuing teacher in writing of the number of accumulated days of sick leave.

- C. Pregnancy-related absences shall be granted in accordance with applicable state and federal statutes.
- D. The Board recognizes that there are times when a serious and prolonged illness, or an accident which incapacitates for an extended period of time, will cause a professional staff member to exhaust all accumulated sick leave. Individual hardship may ensue. In such instances, when requested, the Superintendent or his/her designee together with representatives of the Association will review the circumstances of the case and submit a recommendation to the Board for its consideration and action.
- E. Upon leaving the Sherman School System due to retirement after at least 15 years of service in Sherman, reimbursement shall be made for one half accumulated sick days at the prevailing Sherman District substitute *per diem* pay schedule. In the event of death before retirement, such payment shall be made to the teacher's legal beneficiary.
- F. Extended leaves of absence, with or without pay, may be granted by the Board in its discretion. Teachers will return from such leaves with full-restored benefits (seniority, accrued sick leave, *etc.*).

**ARTICLE XIV**  
**LEAVES OF ABSENCE (PERSONAL)**

- A. The Superintendent or his/her designee may grant up to four (4) days' personal leave of absence each year (non-cumulative) for personal business which cannot be conducted outside of working hours (including weddings, house closing, graduation ceremonies, family illness, *etc.*). Application for such leave shall be made to the Superintendent or his/her designee as far in advance as possible stating reasons, and at least forty-eight hours in advance (except in cases of bona fide emergency). Two of the days may be used without reasons being given when the reasons are of an extremely personal nature.
- B. If reported, absence of a staff member due to the death or serious illness of a member of his/her "immediate household" shall be permitted without loss of pay. In the case of death there shall be no deduction from sick leave or personal days. In the case of serious illness, absence shall be charged against the teacher's accumulated sick days. Such absence shall not exceed five (5) days for each such death or exceed a total of five (5) days per year for any such illness. Staff members shall also be granted one funeral day because of the death of any other relative or relative of spouse. Staff members may, at the discretion of the Superintendent or his/her designee, be granted additional funeral days.

1. "Immediate Household" means spouse, parent, brother, sister, parent-in law, child, grandchild, grandparent or other member of his/her immediate household.
  2. "Serious illness" means a situation in which the family member is ill to the extent that physical or mental health is in peril.
- C. A teacher who is a member of a state or national reserve component shall be entitled to up to fourteen (14) days' leave of absence with pay to serve with said reserve component, provided (a) such service is to be rendered during the school year and (b) the total pay (that received from the Town of Sherman and that received as a reservist) shall not exceed the teacher's full regular salary for the period. Proof from the branch of the service must be submitted to the Superintendent or his/her designee that such service cannot be rendered at any other time.
- D. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent or his/her designee, to an extended leave without pay for the purposes of the rearing of a newborn child.
1. The leave shall not exceed twelve (12) calendar months, provided, however, that said teacher may not return during the school year if one half of the academic school year has been completed prior to termination of the leave.
  2. All benefits to which the teacher is entitled at the time of a leave of absence, including but not limited to sick leave, accumulated sick leave, longevity rights, etc., shall be restored upon his return. Upon reinstatement, the teacher shall be placed in the same position or an equivalent position. The teacher shall be placed at the next higher Salary Schedule step provided said teacher had completed one half of the employment year before being granted the leave.
  3. During the leave period, the teacher shall continue to accrue such seniority and accompanying rights as if the employee had not taken the leave at all, except as noted above.
- E. All benefits to which the teacher is entitled at the time of such leave of absence, including unused sick leave, longevity rights, etc., shall be restored upon his return, and he shall be returned to the position, if available, or one for which he is certified, and salary step he would have attained had he remained.
- F. Requests for such leave must be received no later than April 30 of the year preceding the school year for which the unpaid leave is requested. In case of emergency, the above date may be waived with the permission of the Superintendent or his/her designee and the Board.

- G. Personal leave days shall not be used to extend normal recess or holiday time except when such leave shall constitute no undue burden on the school system and is approved in advance by the Superintendent or his/her designee. Such request shall be honored on a "first come, first served" basis by the administration.
- H. During any unpaid leave, any professional staff member will be allowed to continue his insurance coverage under the group plan at his own expense. Payment shall be made to the Board.

**ARTICLE XV**  
**SABBATICAL LEAVE**

Desiring to reward professional performance and encourage independent research and achievement, the Board may grant sabbatical leave to teachers, upon recommendation by the Superintendent or his/her designee, for approved scholarly programs whether or not carried on by an academic institution, subject to the following conditions.

- A. No more than one (1) teacher of the teaching staff shall be absent on sabbatical leave at any one time.
- B. Request for sabbatical leave must be received by the Superintendent or his/her designee in writing, in such form as may be required by him/her, no later than November 30 of the school year preceding the school year for which the sabbatical leave is requested. In cases of emergency, the Superintendent or his/her designee may waive the above required date. A teacher receiving such leave shall retain all privileges and benefits that he/she would have received had he not been on such leave.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the Sherman School.
- D. A teacher on sabbatical leave for a full academic year shall be paid two thirds of his basic rate of pay for the term of the leave, provided that the total compensation of any program grant, scholarship, assistantship, or other compensation and the sabbatical pay does not exceed the professional staff member's full annual salary rate. If such does occur, the sabbatical pay will be reduced by the amount necessary to effect the balance. Similar standards are to be applied and prorated for sabbatical leaves granted on a monthly basis. "Full annual salary rate" shall be defined here as that salary from which retirement is deducted.
- E. The teacher shall agree to return to employment in the Sherman School for two (2) full and consecutive years. Upon such return the teacher shall be placed on the appropriate step in the Salary Schedule as though such teacher had not been on leave. The sabbatical shall not affect the continuity of service nor accrual of seniority toward longevity benefits or any other teacher benefits contingent upon continuity of service.

- F. In the event the teacher fails to meet the conditions set forth above upon return from his sabbatical leave, he agrees to reimburse the Board fully for all sabbatical payments. It is further agreed that the SEA and/or its agents shall not be liable for any claims or counter claims evolving out of the breach of agreement as set forth above on the part on any teacher given sabbatical leave.
- G. The final plans for the sabbatical year, including all financial commitments, must be approved by the Board.

**ARTICLE XVI**  
**PROFESSIONAL LEAVE**

- A. When it is necessary for the official representatives of the SEA to engage in activities directly related to the Association's duties as representative to the teachers, they shall be given such release time, without loss of pay or sick leave, as is necessary to engage in Association activities at the Sherman School directly related to the Association's duties as representatives of the Sherman teachers. The SEA and its officers recognize and agree that this privilege should not be abused.
- A. Application for such leave shall be made in writing to the Superintendent or his/her designee as far in advance as possible and ordinarily at least forty-eight (48) hours in advance.
- B. The Board reserves the right to withdraw this privilege when, in the opinion of the Superintendent or his/her designee, there is sufficient evidence of abuse. Such judgment will not be made arbitrarily, capriciously, and without rational basis in fact.

**ARTICLE XVII**  
**OTHER LEAVES**

- A. Teachers who are called for jury duty shall receive the necessary leave to fulfill their civic obligation. The teacher shall notify the Superintendent or his/her designee within five (5) days of notification of date of appearance. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between his/her professional salary and the jury fee upon submission of a statement from the court showing amounts received and time served.
- B. A teacher shall be allowed leave by the Board without loss of salary for the observance of religious holidays of his/her own sect or group for a maximum of up to three (3) days each school year, with prior notification to the Superintendent or his/her designee.

- C. A teacher shall be allowed leave by the Board without loss of pay to begin programs of study which result from foundation or scholarship grants and which necessitate personal presence in advance of the close of the school year.
- D. Other extended leaves, with or without salary, may be granted at the discretion of the Board.
- E. All leaves under this section shall be applied for as far in advance as possible. If unusual, the request must be submitted early enough for presentation at a regular meeting of the Board.

**ARTICLE XVIII  
INSURANCE BENEFITS**

- A. The Board shall provide the following health and life insurance benefits which shall not be less than the level of benefits specified below. Summary details of the plans offered appear in the *Health Benefits Comparison* matrix, which is included as Appendix E.
  - 1. A High Deductible Health Plan (“HDHP”) with HSA account as specified for the Board. SEA members will pay a percentage of the cost of premiums as follows:

<b>HDHP</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
	17.0%	18.0%	18.0%

The HDHP includes the following components:

- a. In-network deductible of two thousand dollar (\$2,000) individual/four thousand dollar (\$4,000) family; with an unlimited life time maximum and an out-of network deductible of four thousand dollar (\$4,000) individual/eight thousand dollar (\$8,000) family; with a one million dollar (\$1,000,000) life time maximum.
- b. In-network preventive care at one hundred percent (100%); not subject to the deductible.
- c. In-network benefits paid at one hundred percent (100%) after plan deductible.
- d. In-network prescription drug coverage treated as any other medical expense thirty 30-day supply pharmacy and ninety 90-day supply mail; one hundred percent (100%) after deductible, except that a Formulary Prescription plan (\$10 generic drug/\$20 preferred drug/\$35 non-preferred drug and 2x co-pay mail order 90 day maintenance drugs) that will apply to prescriptions filled after the applicable deductible has been reached;

The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active teachers. Teachers who are not eligible for an HSA plan can participate in an Health Reimbursement Arrangement (HRA) with the same terms as the HSA. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2018.

Should any Federal statute or regulation pertaining to IRC §49801 be mandated to take effect in the 2017-2018 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Teacher Negotiation Act. Such negotiations shall be limited to health insurance plan offerings, coverage, design and premium cost share. All other topics shall not be subject to this reopener provision.

2. Life Insurance and accidental death and dismemberment equal to two times the annual salary
  3. Long-term disability insurance as implemented on September 1, 1982.
  4. Dental Benefits – 100%/80%/50% with fifty dollar (\$50) deductible per covered individual and a one hundred fifty dollars (\$150) per family maximum, shared in category II and III expenses; fifteen hundred dollar (\$1500) annual maximum benefit.
  5. Utilization Management Non-Compliance Benefit Reduction. SEA members will be responsible for a \$200.00 hospital deductible penalty and 25 percent of the allowance for physicians' services for failure to obtain pre-certification for any non-emergency hospital admission at least one business day prior to the admission, or for failure to certify any emergency admission within 48 hours of admission.
- B. Part-time certified teaching personnel working one-half or more shall share in the fringe benefit plans on the same ratio as determines their teaching salary. Thus, a teacher working one-half time and receiving one-half salary on the Salary Schedule would be entitled to one-half of the fringe benefit insurance premiums paid by the Board.

- C. Upon retirement from the Sherman School System, a teacher shall be allowed to purchase his medical benefits under the group policy.
- D. Claims for the above programs shall be paid on a direct-pay basis if the carrier will provide payment in such a manner.
- E. The Board reserves the right to change insurance carriers as long as such change results in teachers retaining coverage and benefits at least substantially equal to those provided in Section A of this Article and Appendix E. The Board will provide notice to the Association at least ninety (90) days prior to implementation of any such change. Any dispute regarding "substantially equal" shall be resolved through the grievance procedure beginning at the arbitration level, provided that such arbitration shall be conducted in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association if either party so requests.
- F. Teachers who are covered under the Board's health policies may elect to cancel their coverage through the Board, as provided below, and to receive in lieu thereof a payment as described below.

The election provided for by this section may be made between June 1 and June 20 of each year and shall be effective during the succeeding July 1 and through June 30 period. In addition to the foregoing, teachers may elect to reinstate their Board-provided coverage upon the death of the teacher's spouse or in the event the teacher becomes divorced from his or her spouse. Teachers hired after June 20 of any year and eligible for health insurance coverage will not be eligible to elect this option until June 1 through June 20 period following their date of hire. A teacher who elects payment during one election period but who elects coverage during a subsequent election period shall not be required to offer proof of insurability in order to re-enter the Board's insurance program. Pre-existing conditions shall be covered to the extent provided for in the policy of insurance.

The payment in lieu of coverage shall be equal to twenty percent (20%) of the premium cost saved by the Board as a result of such election by the teacher. This amount shall be paid to the teacher along with the first paycheck in June.

**ARTICLE XIX**  
**ANNUITY PLAN**

- A. Teachers shall be eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law No. 87-370, Section 403(b) of the Internal Revenue Code, as amended.



- B. The Board shall, at the individual teacher's written request, make appropriate payroll deductions of annuity payments and disperse monthly to up to 10 companies as designated by the SEA.
- C. Such disbursements will be made no more than 3 days following the end of the payroll period.

**ARTICLE XX**  
**TEACHER FACILITIES**

- A. The Board shall provide in each new school and to each new large addition to any existing school, and to the extent feasible and provided that no substantial capital investment is necessary in the presently existing school, the following:
  - 1. Space in each classroom in which teachers may store instruction materials and supplies.
  - 2. Desk and file cabinets equipped with locks.
  - 3. Subscriptions to professional magazines, pamphlets, periodicals, etc., along with monies to purchase background and research materials, texts, etc. to equip the teachers' library with the latest and most significant literature in the field of education.
  - 4. An appropriately furnished room to be used as a faculty lounge.
  - 5. Well-lighted and clean teachers' rest rooms.
  - 6. A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency.
  - 7. Facilities with lock and key for teachers' personal equipment.

**ARTICLE XXI**  
**VACANCIES, EXTRA-CURRICULAR ACTIVITIES**  
**AND CHANGE OF ASSIGNMENTS**

- A. Vacancies shall be defined as openings in existing or newly created teaching positions.
- B. Vacancies in teaching positions shall be posted in the main office work room and via email by the Superintendent or his/her designee within twenty-one (21) days after the vacancy becomes known. During the summer months, notification will be made by mail to the SEA President. Notification shall include qualifications required for the position. Teachers who desire to apply for such vacancies shall file applications in writing within the time limit specified in the notice. Assignment to positions and transfer within the Sherman system shall be determined by the Superintendent or his/her designee.

- C. An extra curricular assignment is any non-administrative assignment which pays a salary differential. When an extra curricular vacancy occurs, it shall be announced by posting a notice in the main office work room and via email. Teachers who desire to apply for the vacancy will apply within the time specified on the notice.
- D. The Board realizes that from time to time teachers may desire a change in their teaching assignments. The Board urges teachers to discuss matters of this nature with the Superintendent or his/her designee. Whenever practical and whenever it is in the best interest of the school system, the Board will attempt to honor such requests.

**ARTICLE XXII**  
**REDUCTION IN STAFF**

- A. Recognizing that it may become necessary to reduce the number or type of staff positions under certain conditions, this Article will provide a fair and orderly process to govern the necessary reduction.
- B. Prior to recommending termination of teachers' contracts under this procedure, the Superintendent or his/her designee shall attempt to resolve the problem through voluntary retirement, voluntary resignation, leaves of absence, or through transfer of existing staff members.
- C. The Association shall be notified in writing of the elimination by the Board of specific positions before any determination shall be made as to the individual teachers who are to be terminated. Determination of those who are to be released shall be in the following order:
  - 1. Teachers holding temporary emergency permits.
  - 2. Certified, non-tenured teachers.
  - 3. Certified tenured teachers.
- D. In the event that tenure and certification status are met by two or more teachers, the following sequence shall be used by the Superintendent or his/her designee in the determination of those who are to be terminated:
  - 1. Total teacher contractual experience in the Sherman system (starting with the most recent hiring date (not time) the contract was signed.) Administration shall provide to all teachers by October 15 each year a list showing this information.
  - 2. Experience in the position in the Sherman system.
  - 3. Total experience in the position in any system.
  - 4. Total experience in any system.
  - 5. Additional course credit.

- E. In the event that the above criteria do not serve to reduce the staff and two or more persons are equal according to the above criteria, the Superintendent or his/her designee shall make the determination.
- F. In termination matters, the provisions of Connecticut General Statute 10-151 will be followed.
- G. Recall procedure shall be as follows:
  - 1. The name of any teacher whose services have been terminated or reduced to a fractional position because of the elimination of a position or a reduction in staff shall be placed upon a reappointment list and remain on such list for a period of two (2) years.
  - 2. Written offers of reappointment to vacant teaching positions consistent with (4) below shall be made as soon as practical after the establishment of the position by the Board.
  - 3. The teacher shall accept or reject the comparable appointment in salary and certification within ten (10) days of notification by letter, return receipt requested. If he/she rejects the appointment, he/she shall be dropped from the reappointment list.
  - 4. Recall shall be based on a reversal of the staff reduction criteria of C and a parallel sequence of D.
  - 5. No new teacher shall be hired until all laid-off teachers who possess the necessary certification and qualifications have been recalled or have declined the opening.
  - 6. A teacher who is rehired throughout the above procedures will be placed on the appropriate salary schedule at a level that is one higher than the level occupied at the time of lay-off, unless recall is in the same school year as the lay-off or the teacher worked less than one-half his/her normal work year in the work year in which lay-off occurred.
  - 7. On recall, the teacher will have all of his/her pre-lay-off accumulated sick leave and sabbatical leave credit reinstated, but time spent on lay-off will not be counted toward years of service as applied to teachers' retirement.
- H. Full time certified professional employees who have been reduced to fractional positions shall receive preferential treatment in filling full time or part time positions which become available and for which they are qualified.
- I. It is recognized that a layoff as the result of a reduction in force is subject to the procedures set forth in Connecticut General Statute 10-151, and is reviewable in no other manner. Hence, claims of wrongful dismissal arising under this Article may not be subject to the grievance arbitration provisions of this Agreement. However, the parties recognize that the provisions of this Agreement concerning layoff (*i.e.*, wrongful dismissal) can and should be submitted to the Board, impartial panel, or a court, as appropriate.

- J. Except as provided in Section H, nothing in this Article shall be construed as requiring the Board to place a teacher in a position of higher rank, authority or compensation, though he/she may be qualified for the position.

**ARTICLE XXIII**  
**POLICIES AND REGULATIONS**

- A. A complete book of all Board policies and administrative procedures, as accepted to date, shall be kept on file in the Superintendent or his/her designee's office. Any teacher or administrator is free to consult this book of policies. The Board agrees to provide a copy of this book to the SEA.
- B. A teachers' handbook embracing general school rules, regulations, procedures and employee benefits will be prepared by the administration and a committee of the SEA when deemed appropriate by the administration. A copy of the handbook shall be given to each teacher on the first day of each school year.

**ARTICLE XXIV**  
**SEA RIGHTS**

- A. Before and after the student school day on school days, the SEA shall have the right to use designated areas in the Sherman School building no more than twelve (12) times per year for meetings of teachers, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Superintendent or his/her designee in advance using appropriate form. All requests for building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the SEA for such meetings so long as no over time custodial cost to the Board is involved.
- B. The SEA may distribute to teachers within the school materials dealing with proper and legitimate business of the SEA, provided such materials are distributed before or after school hours.
- C. The SEA shall have the right to bulletin board space in the school for the purpose of posting materials dealing with proper and legitimate business of the SEA. Such space will be of ample size and be located in the office or in the teachers' room.
- D. Officers and representatives of the SEA may request of the Superintendent or his/her designee and may be granted professional leave to attend workshops and meetings held by their parent organization. Such leave shall not exceed an aggregate of fifteen (15) days for each school year and shall be subject to the approval of the Superintendent or his/her designee.

- E. The Board shall comply with any reasonable request by the SEA for available information excluding confidential personnel records possessed by the Board, which is relevant to the processing of any grievance by the SEA or to the negotiation by the SEA and the Board of any condition of employment.
- F. The SEA shall be provided with a copy of the official agenda of each regular Board meeting prior to such meeting as such agenda is issued.
- G. The SEA shall be provided with copies of the official minutes of each regular Board meeting as soon as possible after the approval of said minutes by the Board.
- H. If negotiation meetings between the Board and the SEA are scheduled during the normal working hours of the school day, not more than two (2) representatives of the SEA shall be relieved of all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- I. When it is necessary pursuant to the grievance procedure as outlined in Article V of this Agreement for the SEA school representative member to investigate a grievance or to attend a grievance meeting or hearing during the school day concerning activities within the Sherman School system only, he shall upon notice to the Superintendent or his/her designee be released without loss of pay, as necessary, in order to permit his participation in the foregoing activity. This privilege shall be limited to one (1) representative per grievance per day. Any teacher whose appearance is needed at such investigation, meeting or hearing as a witness shall be accorded the same rights. The SEA agrees that these rights shall not be abused.
- J. If the Superintendent or his/her designee requests a meeting during school hours with members of the SEA, participating members of the SEA shall be released from school duties with no loss of pay.

**ARTICLE XXV**  
**EVALUATION REPORTS**

- A. Teachers will within seven (7) days of an evaluation be given a written copy thereof by the administrators and shall have the right to discuss such reports with the Superintendent or his/her designee.
- B. Any such evaluation report shall be signed by the teacher to signify that the teacher has read said report before it is placed on file. Such signature shall indicate only that the teacher has read the evaluation report and not that the teacher agrees with such report.

**ARTICLE XXVI**  
**CONSULTATION PROCEDURE**

- A. It is recognized by the Board and the SEA that all situations and developments could not be anticipated at the time of the negotiation of this Agreement. To achieve rapport between the Board and the SEA, periodic informal meetings may be held between the negotiating groups of each organization as requested by either the SEA or the Board. Such meetings shall not be held, however, unless agreed upon by both parties.
- B. In the event situations or developments indicate that the strict letter of this document cannot be adhered to, and change in the existing Agreement is deemed necessary by both the Board and the SEA, then in such event the Board and the SEA agree to the following procedure:
1. If a proposal is initiated by the SEA, it shall be submitted in writing with a request for a meeting to the Board, who shall acknowledge receipt within five (5) days thereafter, and a committee designated by the Board shall meet with the SEA committee to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the SEA and the Board, agreement is reached on the proposal, it shall be presented to the Board and the SEA as a recommendation of the Board's committee and the SEA committee. If the Board rejects the joint recommendation of the committees, the SEA committee shall have the right to negotiate the proposal with the Board.
  2. If the proposal is initiated by the Board, the Board shall submit the same in writing to the SEA, which shall acknowledge receipt within five (5) days thereafter and meet with a committee of the Board to discuss the proposal within fifteen (15) days thereafter. If, as a result of this meeting or subsequent meetings arranged to the mutual satisfaction of the committees of the Board and the SEA, agreement is reached on the proposal, it shall be presented to the Board and the SEA as a joint recommendation of the committees of the Board and the SEA. If the SEA rejects the joint recommendation of the committees, the Board shall have the right to negotiate the proposal with the SEA.
  3. Should consultation as set forth in Paragraphs 1 and 2 above fail to effect the recommended change, the procedure shall be as follows:
    - a. Any proposal initiated by the SEA shall be submitted in writing to the Board which shall acknowledge receipt in writing within five (5) days thereafter and meet with the SEA to negotiate the proposal within fifteen (15) days thereafter.
    - b. Any proposal initiated by the Board shall be submitted in writing to the SEA which shall acknowledge receipt in writing

within five (5) days thereafter and meet with the Board to negotiate the proposal within fifteen (15) days thereafter.

4. Any proposal approved by both the Board and the SEA shall be reduced to writing, signed by the Board and the SEA, and shall become an addendum or an amendment to the existing Agreement.

**ARTICLE XXVII**  
**HOLDOVER**

In the event that the Board and the SEA fail to secure a successor agreement prior to the termination of this Agreement, the terms of this present Agreement will be extended and remain in effect until such time as a new Agreement is signed.

**ARTICLE XXVIII**  
**SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, that provision shall be severed, and the balance and remainder of this Agreement shall remain in full force and effect.

**ARTICLE XXIX**  
**AVAILABILITY OF AGREEMENT**

The Board, as employer, shall assume all cost of the printing of its Agreement with the SEA. A copy of the Agreement will be distributed to each teacher and to each Board member. Twenty (20) additional copies of the Agreement shall be given to the SEA President.

**ARTICLE XXX**  
**DUES DEDUCTION AND SERVICE FEE DEDUCTION**

- A. **Condition of Continued Employment** - All teachers employed by the Board shall, as a condition of continued employment, join the SEA or pay a service fee to the SEA. Said service fee shall be equal to the proportion of the SEA dues uniformly required of members to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.
- B. **Members** - All teachers shall sign and deliver to the Board, if they have not already done so, an authorization for the payroll deduction of membership dues of the SEA or service fee as applicable. Said authorization shall continue in effect from year to year unless such teacher shall notify the Board and the SEA in the month of August of any year of his/her desire to change deduction status. The current option of paying dues deduction in ten (10) equal installments continues in effect.

- C. **Non-Members** - For those teachers who have authorized neither membership dues nor service fee deduction by October 1<sup>st</sup> of each year of this contract, the Board agrees to deduct the annual service fee from their salaries through payroll deduction. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including last paycheck in June. The amount of SEA membership dues shall be certified by the SEA to the Board prior to September 30<sup>th</sup> of each school year. The amount of service fee shall be certified by the SEA to the Board prior to January 1<sup>st</sup> of each school year.
- D. **Subsequent Employment** - Those teachers commencing employment after the date of this Contract shall, within thirty (30) days of such commencement, sign and deliver to the Board an authorization card as described in Section B of this Article or fall under the provision of Section C of this Article after such thirty (30) days.
- E. **Resignation, Retirements, Leaves** - If during the school year, a teacher resigns, retires, receives long-term unpaid leave, or has his/her employment terminated, the balance of the annual dues of service fee shall be deducted from his/her final paycheck.
- F. **Forwarding of Monies** - The Board agrees to forward to the SEA each month all monies deducted during that month for dues and service fee deduction.
- G. No later than the first paycheck in October of each school year, the Board shall provide the SEA with a list of bargaining unit employees of the Board and the positions held by said employees. The Board shall notify the SEA monthly of any changes in said list.
- H. The right to refund the employee's monies deducted from the salaries under such above authorization shall lie solely with the SEA. The SEA agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the SEA, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excess deductions.
- I. The SEA shall indemnify and save the Board harmless from any claim or lawsuit arising from the Board's fulfillment of its obligation under this Article.



**ARTICLE XXXI**  
**HEALTH AND SAFETY**

**Health and Safety Committee** - The committee will be made up of individuals chosen by the Board and the SEA respectively and whose members shall determine the scope and parameters of the discussions. This Committee shall function for the duration of this contract.

**ARTICLE XXXII**  
**DURATION**

The provisions of this Agreement shall be effective as of September 1, 2015 and shall continue and remain in full force and effect to and including August 31, 2018.

**SHERMAN BOARD OF EDUCATION  
ASSOCIATION**

**SHERMAN EDUCATION**

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chairman, Negotiation Committee

By \_\_\_\_\_  
Co-Chair, Negotiating Committee

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Co-Chair, Negotiating Committee

Date \_\_\_\_\_

**Appendix A**  
**Teacher's Salary Schedule**

2015-2016

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>6th Year</b>
<b>1</b>	\$50,601	\$55,539	\$58,006	\$59,240	\$60,473	\$62,945
<b>2</b>	\$51,096	\$56,527	\$59,117	\$60,351	\$61,710	\$64,176
<b>3</b>	\$51,590	\$57,513	\$60,227	\$61,463	\$62,945	\$65,411
<b>4</b>	\$52,329	\$58,745	\$61,586	\$62,818	\$64,424	\$66,892
<b>5</b>	\$53,071	\$59,979	\$62,945	\$64,176	\$65,905	\$68,372
<b>6</b>	\$53,811	\$61,212	\$64,301	\$65,535	\$67,384	\$69,852
<b>7</b>	\$54,800	\$62,697	\$65,905	\$67,140	\$69,111	\$71,584
<b>8</b>	\$55,784	\$64,176	\$67,511	\$68,743	\$70,842	\$73,310
<b>9</b>	\$56,771	\$65,656	\$69,111	\$70,347	\$72,569	\$75,034
<b>10</b>	\$58,006	\$68,250	\$71,892	\$73,123	\$75,528	\$77,996
<b>11</b>	\$59,240	\$70,842	\$74,668	\$75,903	\$78,493	\$80,963
<b>12</b>	\$60,473	\$73,433	\$77,444	\$78,679	\$81,458	\$83,925
<b>13</b>	\$61,955	\$76,398	\$80,591	\$81,825	\$84,787	\$87,255
<b>14</b>	\$63,436	\$79,357	\$83,737	\$84,974	\$88,120	\$90,589
<b>15</b>	\$65,830	\$83,471	\$88,100	\$89,352	\$92,734	\$95,235

Teachers shall advance one step for the 2015-16 contract year.

**Appendix B**  
**Teacher's Salary Schedule**

2016-2017

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>6th Year</b>
<b>1</b>	\$51,257	\$56,259	\$58,758	\$60,008	\$61,257	\$63,761
<b>2</b>	\$51,758	\$57,260	\$59,883	\$61,133	\$62,510	\$65,008
<b>3</b>	\$52,259	\$58,258	\$61,008	\$62,260	\$63,761	\$66,259
<b>4</b>	\$53,007	\$59,506	\$62,384	\$63,632	\$65,259	\$67,759
<b>5</b>	\$53,759	\$60,756	\$63,761	\$65,008	\$66,759	\$69,258
<b>6</b>	\$54,508	\$62,005	\$65,134	\$66,384	\$68,257	\$70,757
<b>7</b>	\$55,510	\$63,510	\$66,759	\$68,010	\$70,007	\$72,512
<b>8</b>	\$56,507	\$65,008	\$68,386	\$69,634	\$71,760	\$74,260
<b>9</b>	\$57,507	\$66,507	\$70,007	\$71,259	\$73,509	\$76,006
<b>10</b>	\$58,758	\$69,135	\$72,824	\$74,071	\$76,507	\$79,007
<b>11</b>	\$60,008	\$71,760	\$75,636	\$76,887	\$79,510	\$82,012
<b>12</b>	\$61,257	\$74,385	\$78,448	\$79,699	\$82,514	\$85,013
<b>13</b>	\$62,758	\$77,388	\$81,635	\$82,885	\$85,886	\$88,386
<b>14</b>	\$64,258	\$80,385	\$84,822	\$86,075	\$89,262	\$91,763
<b>15</b>	\$66,683	\$84,553	\$89,242	\$90,510	\$93,936	\$96,469

Teachers shall advance one step for the 2016-17 contract year.

**Appendix C**  
**Teacher's Salary Schedule**

2017-2018

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>6th Year</b>
<b>1</b>	\$51,885	\$56,948	\$59,478	\$60,743	\$62,007	\$64,542
<b>2</b>	\$52,392	\$57,961	\$60,617	\$61,882	\$63,276	\$65,804
<b>3</b>	\$52,899	\$58,972	\$61,755	\$63,023	\$64,542	\$67,071
<b>4</b>	\$53,656	\$60,235	\$63,148	\$64,411	\$66,058	\$68,589
<b>5</b>	\$54,418	\$61,500	\$64,542	\$65,804	\$67,577	\$70,106
<b>6</b>	\$55,176	\$62,765	\$65,932	\$67,197	\$69,093	\$71,624
<b>7</b>	\$56,190	\$64,288	\$67,577	\$68,843	\$70,865	\$73,400
<b>8</b>	\$57,199	\$65,804	\$69,224	\$70,487	\$72,639	\$75,170
<b>9</b>	\$58,211	\$67,322	\$70,865	\$72,132	\$74,409	\$76,937
<b>10</b>	\$59,478	\$69,982	\$73,716	\$74,978	\$77,444	\$79,975
<b>11</b>	\$60,743	\$72,639	\$76,563	\$77,829	\$80,484	\$83,017
<b>12</b>	\$62,007	\$75,296	\$79,409	\$80,675	\$83,525	\$86,054
<b>13</b>	\$63,527	\$78,336	\$82,635	\$83,900	\$86,938	\$89,469
<b>14</b>	\$65,045	\$81,370	\$85,861	\$87,129	\$90,355	\$92,887
<b>15</b>	\$67,500	\$85,589	\$90,335	\$91,619	\$95,087	\$97,651

Teachers shall advance one step for the 2017-18 contract year.

**APPENDIX D**  
**Extra Curricular Pay Schedule**

	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Basketball	\$2,741	\$2,777	\$2,811
Soccer	\$2,556	\$2,589	\$2,621
Softball	\$2,556	\$2,589	\$2,621
Baseball	\$2,556	\$2,589	\$2,621
Track and Field	\$2,741	\$2,777	\$2,811
Drama Club Director	\$2,556	\$2,589	\$2,621
Drama Club Assistant	\$1,279	\$1,296	\$1,312
Spirit Team Advisor	\$2,741	\$2,777	\$2,811
Student Council	\$2,741	\$2,777	\$2,811
8th Grade Class Advisor	\$3,043	\$3,082	\$3,120
After-School Academic Support Teacher (/hr)	\$55.56	\$56.28	\$56.97
Director of Academic Support Program (/wk)	\$139	\$141	\$143
Curriculum Writing			
Member	\$2,101	\$2,128	\$2,154
Chair	\$2,374	\$2,405	\$2,434
District Facilitator TEAM Program	\$1,389	\$1,407	\$1,424
TEAM Mentor	\$1,044	\$1,058	\$1,071
Summer School Director	\$1,389	\$1,407	\$1,424
Athletic Director	\$2,779	\$2,815	\$2,849
Art Show			

**Sherman Teachers' Agreement  
September 1, 2015 to August 31, 2018**

Coordinator	\$2,556	\$2,589	\$2,621
Assistant	\$1,280	\$1,297	\$1,313
Talent Show Coordinator	\$1,826	\$1,850	\$1,873
Music Concerts			
Choral	\$406	\$411	\$416
Instrumental	\$406	\$411	\$416
Overnight Field Trip (/day /teacher)	\$76	\$77	\$78
Overnight Field Trip Coordinators(s) (/day /coordinator)	\$152	\$154	\$156

**APPENDIX E**  
**HEALTH BENEFITS DETAILED (Illustrative)**

	<b>Current H.S.A. w/ Managed Benefits</b>	
<b>BENEFIT</b>	<b>In-Network w/Managed Benefits</b>	<b>Out-of-Network</b>
<b>COST SHARING</b>		
	Deductible \$2,000 Individual/\$4,000 family Coinsurance 100% / 0% Out-of-pocket maximum \$2,000/\$4,000 Lifetime Maximum Unlimited	Deductible combined with In-Network Coinsurance 70%/30% Out-of-pocket maximum \$4,000/\$8,000 Lifetime Maximum \$1,000,000
<b>PREVENTIVE CARE</b>		
Pediatric	Covered 100% No Deductible	70% after deductible
Adult	Covered 100% No Deductible	70% after deductible
Vision	Covered 100% No Deductible	70% after deductible
Hearing	Covered 100% No Deductible	70% after deductible
Gynecological	Covered 100% No Deductible	70% after deductible
<b>MEDICAL SERVICES</b>		
Medical Office Visit	Covered 100% No Deductible	70% after deductible
Outpatient PT/OT Chiropractic, Speech Therapy	Covered 100% No Deductible \$3,000 maximum for PT/OT/ST services per member per year 12 visits maximum for chiropractic services per member per year	70% after deductible 12 visits maximum for chiropractic services per member per year
Allergy Services	Covered 100% No Deductible	70% after deductible
Diagnostic Lab & X-ray	Covered 100% No Deductible	70% after deductible
High Cost outpatient diagnostic	Covered 100% No Deductible	70% after deductible
Surgery fees	Covered 100% No Deductible	70% after deductible
Office Surgery	Covered 100% No Deductible	70% after deductible
Outpatient MH/SA	Covered 100% No Deductible	70% after deductible

**APPENDIX E**  
**HEALTH BENEFITS DETAILED (Illustrative)**

<b>Current H.S.A. w/ Managed Benefits</b>		
<b>BENEFIT</b>	<b>In-Network w/Managed Benefits</b>	<b>Out-of-Network</b>
<b>EMERGENCY SERVICES</b>		
Emergency Room	100% after deductible	70% after deductible
Urgent Care Facility	100% after deductible (specified urgent care centers for true urgent care)	70% after deductible (specified urgent care centers for true urgent care)
Ambulance	100% after deductible	70% after deductible
<b>INPATIENT HOSPITAL (Note: All hospital admissions require pre-cert)</b>		
General/Medical/Surgical Maternity (Semi-Private)	100% after deductible	70% after deductible
Ancillary Services (Medications, Supplies)	100% after deductible	70% after deductible
Psychiatric	100% after deductible	70% after deductible
Substance Abuse/Detox	100% after deductible	70% after deductible
Rehabilitative	100% after deductible 100 day maximum per member per calendar year	70% after deductible 100 day maximum per member per calendar year
Skilled Nursing Facility	100% after deductible Covered up to 100 days per calendar year	70% after deductible Covered up to 100 days per calendar year
Hospice	100% after deductible	70% after deductible
<b>Outpatient Hospital</b>		
Outpatient Surgery / Facility Charges	Covered 100% after deductible (Prior Authorization Required)	70% after deductible (Prior Authorization Required)
Diagnostic Lab & X-Ray	100% after deductible	70% after deductible
Pre-Admission Testing	100% after deductible	70% after deductible



**APPENDIX E**  
**HEALTH BENEFITS DETAILED (Illustrative)**

	Current H.S.A. w/ Managed Benefits	
BENEFIT	In-Network w/Managed Benefits	Out-of-Network
<b>OTHER SERVICES</b>		
Durable Medical Equipment	100% after deductible Coverage limited to certain items	70% coinsurance Coverage limited to certain items
Prosthetics	100% after deductible	70% after deductible
Home Health Care	100% after deductible 100 visits per calendar year	70% after deductible 100 visits per calendar year
Infertility Services	100% after deductible State Mandated benefit Limited cycle and age maximum	70% after deductible State Mandated benefit Limited cycle and age maximum
Prescription Drugs	100% after deductible	70% after deductible

\* = Healthy Rewards Incentives under current HSA plan, Gift Cards are available at designated stores for programs and dollar amounts listed below:

- Complete the Health Assessment online = \$50
- Enroll in the Personal Health Coach Program = \$100
- Graduate from the Personal Health Coach Program = \$200
- Complete our Smoking Cessation Program = \$50
- Complete our Weight Management Program = \$50

***This is not a legal document. This is only a general description of benefits. A complete list of benefits and exclusions is contained in Subscriber Agreements and Master Group Policies on file with the organization.***