

PROFESSIONAL AGREEMENT
ON
WORKING CONDITIONS
BETWEEN THE
SOMERS BOARD OF EDUCATION
AND THE
SOMERS EDUCATION ASSOCIATION

July 1, 2014 - June 30, 2017

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ARTICLE 1 - PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Somers, Connecticut, is their primary and mutual aim.

This Agreement is negotiated under section 10-153a through 10-153g of the General Statutes of the State of Connecticut, as amended, in order to:

1. fix for its term the salaries and other conditions of employment provided herein; and
2. encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be best served.

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, 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.

WHEREAS, the Board has a statutory obligation pursuant to section 10-153a-g inclusive of the Connecticut General Statutes, as amended, to negotiate with the Association as the exclusive bargaining representative of its teaching and special service personnel with respect to salaries and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 2 - RECOGNITION

- A. The Board hereby recognizes the Somers Education Association as the exclusive representative of all professional employees of the Board who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of sections 10-144o to 10-149, inclusive, and are employed in positions requiring such a certificate or durational shortage area permit and who are not included in the administrators' unit, or excluded from the purview of sections 10-153a to 10-153n inclusive.
- B. The Board agrees that it will not negotiate with any individual or organization of teachers other than the Somers Education Association as long as said Association retains organizational recognition status. Except for such negotiations under section 10-153b-f, however, the Board shall be free to communicate with teachers or their representatives, or any other persons, individually or by group, through proper channels, for whatever purpose the Board may deem desirable in the discharge of its responsibilities.

- C. The Somers Education Association recognizes that the Board, although elected and functioning locally, is, in reality, a legal agency of the State of Connecticut from which it derives its authority and, except as otherwise specifically agreed to herein, the educational policy and operation and management of schools, and the control, supervision and direction of the certificated staff, are vested exclusively in the Board.
- D. In accordance with C.G.S. section 10-153b as amended by the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:
1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder possesses other valid teaching certification or becomes certified as a teacher and is retained continuously by the Board after the DSAP assignment with no break in service, as a teacher in an area where he/she has proper certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 2. DSAP employees are not subject to the tenure law and are thus "at will" employees, and the Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 3. Since DSAP employees are hired to fill a specific position for which a certified teacher was not available, DSAP employees will not be subject to the provisions of this Agreement concerning applications for transfers and/or change in teaching assignment.
 4. DSAP holders shall have no rights under the layoff and recall /reduction in force provisions of this Agreement and shall have no bumping rights or recall rights.

ARTICLE 3 - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogatives to direct the operation of the public schools in the Town of Somers, including, but not limited to, the following:

to maintain public elementary and secondary schools and such other education activities as, in its judgment, will best serve the interests of the Town of Somers;

to give the children of Somers as nearly equal advantages as may be practicable;

to determine the size of all classes and the subjects to be taught therein;

to decide the need for school facilities;

to determine the need and program for the summer school, if any;

to determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assign and transfer personnel in the employees' unit;

to suspend or dismiss the employees of the schools;

to designate the schools which shall be attended by the various children within the town;

to make such provisions as will enable each child of school age, residing in the town, to attend school for the period required by law, and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for management, studies, classification and discipline for the public schools;

to decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of school libraries, and to approve the books selected therefore, and to approve plans for school buildings;

to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provision of this contract.

ARTICLE 4 - RULES AND REGULATIONS

A. Discipline and Work Rules

The Board may, during the life of this Agreement, make and adopt rules and regulations for the maintenance of discipline and for the performance of the employees' duties; provided, however:

1. that no such rules and regulations shall override or contradict any specific provisions of this Agreement;
2. that, except, in emergency situations, the Association shall be notified in writing at least five (5) days before action is to be taken by the Board of the determination of the Board to propose such rules and regulations for approval by the Board; and
3. that the Association may present its position on such rules and regulations at the next meeting of the Board at which the same is to be a topic, provided it notifies the Board prior to such meeting of its desire to be heard and, in such notice, outlines its position.

B. Evaluation

1. If the teacher disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation in question.
2. Evaluations shall be confidential in accordance with Connecticut General Statutes Section 10-151b.

C. Personnel Files

1. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. Teachers may review their personnel file by appointment. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher believes the material placed in his/her file, excluding evaluation, is inappropriate or in error, he/she may pursue adjustment through the grievance procedure, whereupon, if the material is deemed to be in error, it shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
2. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person, shall be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. The procedures of the preceding subparagraph C.1 of this article shall apply to these records as well as all others that are placed in the file.

D. Just Cause

No teacher shall be disciplined in writing, reprimanded in writing, reduced in rank or compensation, denied an increment, or suspended without reasonable and just cause. Teacher termination and nonrenewal proceedings are to be conducted under Connecticut General Statutes section 10-151 and are not subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 5 - PERSONAL INJURY BENEFITS

Whenever an employee is absent from school upon the employee's physician's advice as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall be paid full salary for the period of such days. Days absent will not be deducted from sick days. If further requested by the Superintendent, the employee shall provide a certificate from a physician, appointed and subsidized by the Board, confirming the sickness or the ability or inability of the employee to return to work.

The Board and the Association recognize the existence of Connecticut General Statutes section 10-236.

ARTICLE 6 - GRIEVANCE PROCEDURE FOR CONTRACT ITEMS

A. Definition

For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and the Board, or the administration, over the interpretation or application of a specific provision of this Agreement (except that evaluations are not to be considered a basis for grievance). Grievances concerning evaluations shall be permitted only to the extent allowed by statute.

B. Grievance Forms

A standard grievance form, to be approved by both the Board and the Association, shall be provided for the convenience of the employees, and may be obtained through the Association or the school administration. Such a form shall provide for a written statement of the employee's grievance, the remedy requested and a reference to that portion of this Agreement which the employee claims has been violated. Appendix E includes a copy of the agreed-upon grievance form.

C. Time Limits

1. Any grievance, as defined above, not presented for disposition, in writing, through the grievance procedure set forth above within ten (10) school days of the occurrence of the condition giving rise thereto, or within ten (10) school days of the employee's notice or knowledge thereof, shall not thereafter be considered a grievance under this Agreement. Informal discussions as set forth under Step One must be completed promptly so that the grievance, if not informally resolved, may be filed in writing within ten (10) school days as stated above. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level of the formal procedure should be considered as a maximum, and every effort should be made to expedite the process.
3. Definition: "Days" shall mean days when school is in session.

D. Procedures

1. Step One

Employees who feel that they may have a grievance shall first discuss the problem informally with the school official serving as immediate administrative superior. The principal of the school, or the principal's designee, shall be considered the immediate administrative superior of the grievant if the grievance arose from action taken or refused by an official below the level of Superintendent. If the grievance arose from action taken

by or refused by the Superintendent, then the informal discussion shall take place with the Superintendent.

2. Step Two

Following Step One, if an employee feels that there is still a basis for grievance, the employee shall submit the grievance, in writing on the official grievance form, to the employee's immediate administrative superior, and shall discuss such grievance with such superior. If the grievance arose from action taken or refused by the Superintendent, the grievant shall proceed to Step Three.

3. Step Three

- a. In the event that the aggrieved party is not satisfied with the disposition of the grievance at Step Two, or in the event that no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved party shall submit the grievance, in writing on the official grievance form, within five (5) school days to the Superintendent.
- b. The Superintendent, or the Superintendent's authorized representative(s), shall represent the administration at this level of the grievance procedure. Such authorized representative(s) shall be vested with the authority to decide grievances for the Superintendent at this level. Within five (5) school days after receipt of the written grievance by the Superintendent, the aggrieved employee shall meet with the authorized representative(s) of the Central Office.

4. Step Four

In the event that the aggrieved party is not satisfied with the disposition of the grievance at Step Three, or in the event that no decision has been rendered within five (5) school days after the meeting described in Step Three, such grievance shall be presented to the Board within five (5) school days, in writing on the official grievance form, by the aggrieved employee or the Association. The Board, or its designated committee of Board members, shall meet with the aggrieved employee (either alone or with an authorized Association representative in attendance, if the employee so desires) within ten (10) school days of the receipt by the Board of the written grievance. A decision shall be rendered by the Board within twenty (20) school days of the conclusion of such meeting.

5. Step Five

In the event that the Association is not satisfied with the disposition of the grievance at Step Four, or in the event that no decision has been rendered within twenty (20) school days after the meeting described in Step Four, the Association may submit such grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.

Such request must be submitted within ten (10) school days, and a copy forwarded to the Superintendent. The arbitrator shall hear and decide only one (1) grievance on each case. The arbitrator shall be bound by, and must comply with, all of the terms of this Agreement,

and shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement. Fees and expenses of the arbitration shall be borne equally by the Board and the Association. No provisions of this Agreement, which are stated as a matter of policy, shall be subject to arbitration.

E. Rights of Employee to Representation

1. No reprisals of any kind shall be taken by any member of the Board or administration against any participant in the grievance procedure by reason of such participation.
2. Any grievant(s) or party in interest may represent themselves, or be represented, in the grievance procedure by a person of their own choosing, provided that:
 - a. the representative of the grievant or party in interest is not a representative, legal counsel or officer of any teacher organization other than the Association;
 - b. at all levels of grievance, formal or informal, an employee may confer alone or with an authorized Association representative in attendance, if the employee so desires;
 - c. the Association shall be notified in writing of the disposition of any such grievance at each step of the grievance procedure by the administrative representative involved at each step;
 - d. the disposition of such grievance shall be in writing setting forth the decisions and the reasons therefore; and
 - e. all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 - (1) If a formal grievance has been filed on Step One on or before the last scheduled day of school, it shall be acted upon according to this item during the summer. "Days" here shall mean "workdays".
 - (2) If a formal grievance is filed on Step One between July 1 and September 1, the seven (7) days shall commence on the working day next following September 1.
 - (3) It is understood that the aggrieved shall, notwithstanding the pendency of any grievance, continue to observe all classroom assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

F. Miscellaneous

1. The sole remedy available to any teacher for any alleged breach of this Agreement, or any alleged violation of his/her rights hereunder, shall be pursuant to the foregoing grievance procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right.

2. The Association may elect to process any grievance of any teacher, grievant, group of individuals or party in interest on its own behalf at any step, after Step One of the grievance procedure.

ARTICLE 7 - GRIEVANCE OF ADMINISTRATIVE RULES AND REGULATIONS

Any grievances concerning administrative rules and regulations will follow the same process as Article 8, except that the grievant may only proceed to Step Four.

ARTICLE 8 - CONTRACTS

The Board agrees to use the form Coach/Advisor/Extra Duty Assignment Annual Agreement for the written contract of employment of each individual certificated professional employee, attached hereto as Appendix D. Individual supplementary contracts or letters of appointment shall be issued for special extra paid assignments such as: coaching, yearbook, etc., prior to the commencement of such services, provided that the position in question is covered by members of the teachers' bargaining unit. The contract or letter of appointment will set forth the duration of the appointment. SEA bargaining unit employees who do not receive a contract or letter of appointment in a timely manner shall notify the Superintendent, in writing, of that fact so that the problem can be rectified.

ARTICLE 9 - TEACHERS' ANNUAL SALARY NOTIFICATION

The Board and the Association agree that the Teacher's Annual Salary Notification set forth in Appendix C, annexed hereto and made a part hereof, shall be used annually between the parties to provide the information set forth therein.

ARTICLE 10 - SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. Salary increases or step (incremental) advancement may be withheld for just cause following administrative evaluations. However, the Board, in subsequent years, may restore all, or part of, the lost salary increment upon the recommendation of the administration.
- C. Teachers who have worked in Somers, or some other school system, during the current year for fifty percent (50%) or more of the workdays, as a contracted service, shall be eligible for advancement on the salary schedule the following year, upon satisfactory completion of service.

ARTICLE 11 - INSURANCE

The Board shall provide the insurance programs which are set forth in Appendix B, which is attached hereto and made a part of this Agreement. The Board's percent of participation shall be according to the listed schedule of Appendix B.

ARTICLE 12 - OPENINGS, TRANSFERS AND EXTRA-DUTY ASSIGNMENTS

A. Openings

1. Teachers regularly employed in the school system should be considered in the filling of certified positions in the bargaining unit.
2. In filling such positions, major consideration shall be given to a teacher's area of competence, major and/or minor field of study, length of service in the system and prior experience in these programs, if any.
3. All openings for these positions shall be listed within five (5) workdays after they occur, and shall be posted on all faculty bulletin boards within the school system. During the summer months notification shall be posted on the district website within five (5) workdays of the occurrence of the opening. During the summer months the Board shall notify the President of the Somers Education Association by e-mail of postings within five (5) workdays of the occurrence of the opening.

B. Voluntary and Involuntary Transfers

1. No later than March 1, the programming preference sheets shall be distributed to each employee. Teachers who desire a change in assignments, or who desire to transfer to another building, shall file this written statement of such desire with the principal or the principal's designee. Such statement shall include the grade and/or subject and/or school to which the teacher desires to be assigned (in order of preference, if the teacher has preferences). All statements must be filed by March 15.
2. Prior to the opening of school, preferably before June 1, teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the school(s) to which they will be assigned, the grade(s) and/or subject(s) that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions after initial notice of assignment, changes in assignment shall be made in accordance with the interests of the educational process. In arranging schedules for teachers assigned to more than one school, every effort will be made to limit the amount of inter-school travel.
3. When involuntary transfers are necessary, length of service in the Somers system shall be considered in determining which teacher is to be transferred. If teachers are to be transferred involuntarily, the Board will consider the qualifications of the teachers involved in the involuntary transfers for the open positions. Teachers who have been transferred involuntarily will have the opportunity to meet with the Superintendent or designee to review the reasons for the transfer.
4. When transfer of personnel is necessary, it shall be done in the interest of the educational benefits of the students involved. At a meeting held on or before June 1 with the Superintendent, or the Superintendent's designee, the teacher shall be informed of such transfer and presented with a written explanation of the reasons. When circumstances arise after June 1 that require transfer of personnel, the Superintendent, or the Superintendent's

designee, shall notify the teacher(s) involved of the reasons for such transfer in writing within five (5) working days. A meeting, as mentioned above, shall be held if requested by the teacher(s) involved. In the event that a teacher objects to the transfer, the teacher may notify the Association and the Superintendent, or the Superintendent's designee, who will meet with the Association's representative and/or the teacher involved to discuss the transfer.

C. Extra-Duty Assignments

1. Extra-duty assignments requiring certified personnel include athletic directors and coaches.

If the athletic director is a member of the Somers teaching staff, he/she shall be paid the stipend set forth in Appendix F. If the athletic director is not a Somers teacher, he/she shall be compensated at an hourly rate of pay not to exceed \$20.00 per hour, unless another rate is agreed upon mutually by the Board and the Association. In instances where internal candidates for the athletic directorship are not hired and an outside individual is given the appointment, the Board agrees to, upon request, furnish a written statement to the requesting unsuccessful candidate indicating the reasons he/she was not selected.

The athletic director shall normally have one less teaching assignment than regular classroom teachers.

2. Advisorships, as extra-duty assignments, do not necessarily require certification.
3. Coaching positions require appropriate permits.
4. All positions in paragraph 1 and coaches employed in a position for less than three consecutive (3) years shall be for the term of one (1) year only to be assigned each year. After a coach has been employed to coach a particular sport for at least three consecutive years, he or she must be rehired unless informed by the district no later than ninety (90) days after the end of the sports season covered by the agreement. Compensation for these positions shall be noted in Appendix F.
5. Any person agreeing to perform extra duties listed in Appendix F shall receive and sign a written agreement concerning such services prior to the commencement of such services.
6. These positions shall be posted annually for five (5) workdays, and shall be posted on all faculty bulletin boards within the school system. Preference for these positions shall be given to the certified staff of the school system.

ARTICLE 13 - RETIREMENT PAY

- A. Upon the retirement or death of the teacher, such teacher or his/her survivors shall be paid an amount equivalent to two (2) and one-half (1/2) days compensation established by the individual's current daily wages at the time of retirement or death for each full-time equivalent year of contracted service to the Town of Somers. To receive this benefit teachers must retire from teaching under the State retirement system and receive pension payments. This article and the benefit it contains shall only apply to bargaining unit members hired on or before June 30, 1994 and will not apply to new hires after said date.

- B. Teachers who qualify for this benefit shall notify the superintendent of their intent to retire by December 31st of the year preceding the effective date of retirement. The purpose of this notification shall be to allow the board the opportunity to budget for the payment of the retirement pay in the next fiscal year. Teachers who do not notify the superintendent by this date shall still qualify for the retirement pay, however, the payment shall be dispersed in the second fiscal year from the retirement announcement.
- C. Teachers who retire due to unexpected disability shall be exempt from the notification required.
- D. Survivors of a teacher who qualifies under Article 13, Paragraph A shall receive the benefit within the fiscal year of the teacher's death unless a request is received to withhold the benefit for estate purposes.

ARTICLE 14 - SCHOOL CALENDAR

- A. The Board shall establish the school calendar. Prior to final determination of the school calendar, the Board shall consult the Association in regard thereto.
- B. The scheduled work year of teachers covered by the classroom teacher salary schedule, other than new personnel, shall begin not earlier than August 25th (excluding weekends) and end not later than June 30, unless otherwise mutually agreed by the Board and the Association. Such period of active employment shall not exceed 180 teaching days with children, plus seven (7) days without children. Six of seven non-teaching days per year will be scheduled by the administration. Teachers will plan appropriate professional activities within their respective buildings based upon mutual agreement with the building principal for the day after students finish school. Additional non-instructional day(s) implemented during the term of this Contract will be scheduled and planned by the administration after receipt of and consideration of input from the Association.
- C. Teachers whose duties have not been satisfactorily completed in the above-defined period of Section B shall satisfy duty requirements at no cost to the Town of Somers.

ARTICLE 15 - TEACHING HOURS AND TEACHER LOAD

The Board and Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditures of time beyond the normal working day. They are, however, entitled to regular time and work schedules on which they can rely in the ordinary day's schedule and which will be fairly and evenly maintained to the extent possible throughout the school system, established by the administration annually. It is further agreed that fair, reasonable and equitable duty rosters may be administratively established to provide supervisory coverage for necessary extra duties required for efficient building operation. Such rosters shall include all bargaining unit members.

Therefore, except in emergencies and instances of staffing emergencies, and without prejudice to voluntary professional service above and beyond contract requirements, the following schedules are hereby agreed upon:

A. School Day

The regular normal school day of the employee will be seven (7) hours and fifteen (15) minutes.

B. Meetings

1. Required attendance at any meetings and/or workshops which take place after the regular school day shall be limited to four (4) per month, with a forty-eight (48) hour notice and prior agenda. Prior written agendas will be required for faculty meetings.
2. Said required meetings and/or workshops held after a regular school day as defined in Section B, paragraph 1, will normally be limited to sixty (60) minutes. In cases of unusual circumstances, said required meetings may be extended to ninety (90) minutes.

C. Preparation Period

1. All teachers shall have, in addition to their lunch period, at least five (5) preparation periods per week, the purpose of which shall be to permit the teacher to professionally prepare for his/her teaching assignments. Preparation periods shall be the duration of normal class periods.
2. The Board recognizes that there are occasions requiring absence from the building to cover immediate concerns. This is an acceptable procedure for all teachers with prior notification to the building principal or his/her designee.

D. Duty-Free Lunch

1. All teachers shall have an uninterrupted duty-free lunch period daily of at least the same duration as that of the students.
2. Teachers are free to leave the school during their lunch period with prior notification to the building principal or his/her designee.

E. Class Size*

1. In an effort to keep class sizes at optimum numbers, the following guidelines will be followed:

	<u>Optimum Number</u>
a. Kindergarten and first grade:	20 pupils per class.
b. Second and third grades:	23 pupils per class.
c. Fourth through sixth grades:	25 pupils per class.
d. Seventh through twelfth grades:	25 pupils per class.

*See Side Bar Agreement-Teaching Hours and Teacher Load.

2. The Board of Education will address alternative measures as per Board of Education Policy 6151 if these desired optimums and maximums cannot be met.

F. Teaching Periods

1. Secondary school teachers shall not be assigned more than five (5) teaching periods per day, one (1) team meeting time or one (1) subject area learning center, and one (1) duty. Exceptions to this may be made in circumstances covered by such items as double periods, lab or shop courses.
2. If the secondary and middle schools adopt schedules based upon block or rotating organizational models, future assignments will continue to reflect a balanced teaching assignment as well as other assignments necessary for the successful operation of the school, including but not limited to, preparation periods, duties, team meetings and/or learning centers. None of the foregoing shall diminish the current amount of preparation time, planning time and team meeting time available to teachers affected by the block or rotating organizational models.
3. If it is deemed necessary by the administration, and in conjunction with the teacher and the department, to divide a class for reasons such as, but not limited to, class size, student composition, space considerations, educational concerns of mutual interest, a teacher may be assigned an additional section in lieu of one duty. If the class is to be assigned to a different teacher, then said teacher will, by mutual consent, accept the assignment in lieu of one duty.

G. Technology Committee

A Technology Committee shall be established consisting of teachers and administrators for the purpose of researching educational and teacher/student productivity technology. The Committee shall serve in an advisory role and be actively involved in the review of hardware and software as an instructional resource and shall present an annual report to the teachers.

ARTICLE 16 - PAYCHECK OPTIONS

Each employee may select one (1) of the following paycheck options. Each employee must notify the Superintendent in writing of said selection at the time of signing contract.

- A. Twenty-two (22) paychecks issued every other Friday, following existing biweekly pay schedule, with final check issued on the last day of school.
- B. Twenty-six (26) paychecks issued every other Friday, following existing biweekly pay schedule, with the final check issued on the last day of school. The last four (4) paychecks will be issued at the same time as the twenty-second (22nd) paycheck.
- C. All bargaining unit members hired after 6/30/11 will be required to have direct deposit of their paycheck. All bargaining unit members with direct deposit will be required to receive their deposit advice electronically.

ARTICLE 17 - PAYROLL DEDUCTIONS

- A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be made in writing on approved authorization forms.
- B. This list of approved deductions is as follows:
1. Life Insurance (Group)
 2. Somers Education Association
 3. Connecticut Education Association
 4. National Education Association
 5. Tax-Sheltered Annuity Plans
 6. Credit Union
 7. Disability Insurance
 8. Insurance Coverages as Provided in this Agreement
 9. Commonwealth of Massachusetts Income Tax; State of Connecticut Income Tax
 10. Tuition to Somers Public Schools
- C. Tax Sheltered Annuity Plans
The business office will make reasonable efforts to deposit funds taken from teachers' paychecks into the teacher's designated annuity plans within three (3) business days after the deduction has been taken.
- D. Conditions of Continued Employment
1. All teachers employed by the Somers Board of Education, as a condition of continued employment, shall join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members of the Association which underwrites the cost of collective bargaining, contract administration and grievance adjustment.
 2. All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall continue in effect from year to year unless such teachers notify the Board of Education and the Association, in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association. If said notice is timely delivered, it shall mean that in the coming school year said teachers shall pay the service fee as described in paragraph 1 via payroll deduction.

3. For those teachers who have not delivered an authorization card by October 1 of any year, the Board of Education agrees to deduct the annual service fee from their salaries via payroll deduction. The amount of said service fee shall be certified by the Association to the Board prior to the opening of school each year.
4. Those teachers commencing employment after the start of the school year shall, within thirty (30) days of such commencement, sign and deliver to the Board of Education an authorization card as described in paragraph 2 or be subject to paragraph 3 after such thirty (30) days. The amount of dues or service fee under this section shall be a prorated amount, equal to the percentage of the school year for which the teacher is employed.
5. The Board of Education agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month.
6. No later than the first paycheck in October of each year, the Board of Education shall provide the Association with a list of all certified employees, below the rank of principal, employed by the Board of Education. The Board shall notify the Association monthly of any changes in said list.
7. The singular reference to the Association in this Section C shall mean or be interpreted as referring to the Somers Education Association, the Connecticut Education Association, and the National Education Association.
8. The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability, including attorneys' fees, that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE 18 - CONSULTATION PRIVILEGES

The Somers Education Association's representatives shall have the right to meet and consult with the Superintendent and principals in regard to class size, teacher workload, assignments and programming.

ARTICLE 19 - LEAVES OF ABSENCE

A. Sick Leave

1. Each employee is entitled to sick leave with full pay of fifteen (15) school days in the beginning of each contract year. In addition, unused sick leave accumulation of up to 185 days shall be carried over from year to year so long as the employee remains continuously in the service of the Board. Teachers employed prior to July 1, 1997 who have accumulated more than 185 sick days shall retain these days. Said teachers shall not accrue additional days unless and until their sick leave accumulation falls below 185 days.
2. If requested by the Superintendent, employees shall provide a certificate from their physician confirming the sickness or the ability of the employee to return to work and perform his/her duties.

3. If further requested by the Superintendent, the employee shall provide a certificate from a physician, appointed by and subsidized by the Board of Education, confirming the sickness or the ability or inability of the employee to return to work.
4. Each employee shall be entitled to use five (5) days of sick leave to attend to serious illness in the immediate family consisting of spouse, child, parent or relative domiciled in the employee's house. With the approval of the superintendent (not a designee), such leave may also be used to attend to serious illness of a sibling not domiciled in the employee's house.
5. Disability resulting from pregnancy shall be considered sickness for the purposes of this article.
6. Each person shall be notified of his/her accumulated sick leave in writing by October 15th of the school year.
7. In cases of catastrophic illness, the Board, on written request, may, in its discretion, grant additional sick leave after a teacher's full accumulation has been exhausted. Each request shall be reviewed independently and the granting or denial, in each case, shall not establish a precedent in any other case whether similar or dissimilar.

B. Personal Days

1. Request for personal days shall be filed by the principal's office with the Superintendent of Schools forty-eight (48) hours in advance. If a teacher who applied for such a day has not been informed of action taken on the request in a timely manner, then the teacher shall assume permission was granted. A total of three (3) days without salary deductions may be allowed, and shall not accumulate from year to year for the following:
 - a. Personal business that cannot be transacted outside of regular school hours (teacher not required to give reason).
 - b. Attendance in court, or other legal demands outside the employee's control.
 - c. Attendance at graduation exercises (self, spouse, son/daughter).
 - d. Other days without salary deduction, in cases of emergency or hardship, may be granted at the discretion of the Superintendent.
 - e. No days without salary deductions shall be granted immediately prior to or following a school holiday or vacation except for reasons specified in paragraphs b., c., and d. above.
2. Beyond paragraph 1, and contingent upon advance notice, the Superintendent may grant personal days, not to exceed three (3) per year, required by an employee for religious observance.

C. Bereavement Days

1. In case of the death of a wife, husband, mother, father, mother-in-law, father-in-law, sister, brother, child, life partner, or any other person for whom the employee is the primary caregiver, and who lives in the same household as the employee, no deduction from salary shall be made for five (5) days of absence.
2. In case of the death of a relative not included in the above listing, no deduction from salary shall be made for absence to attend the funeral for a period not to exceed one (1) day; provided, however, that notice of such intended absence be given to the Superintendent. One (1) day per year may be utilized for the death of a close friend.
3. Except as approved by the Superintendent of Schools on a case by case basis, all bereavement days shall be taken within two (2) calendar weeks of the date of death.

D. Professional Days

1. The Board and the Association recognize the value of professional days to practicing members of our teaching staff. Such days may take the form of school visitations within or outside of the district, attendance at workshops or other such activities recognized to be of value in improving system efficiency and expertise. In order to make appropriate arrangements, requests for such days must be made in writing forty-eight (48) hours prior to the day of such leave to the staff member's immediate supervisor, final approval or disapproval to be given by the Superintendent of Schools or his/her designee, who shall respond to such requests in a timely fashion.
2. Compensation for leaves mentioned in paragraph 1 for in-state or out-of-state travel may be recommended by the immediate supervisor.
3. Leaves taken pursuant to the above shall be in addition to any sick leave to which any employee is entitled.
4. A professional development committee shall be established in accordance with C.G.S. § 10-220a.

E. Other Leaves

1. For absence other than those authorized by any portion of this Agreement, the daily rate of deduction shall equal the year's basic salary divided by the number of working days in the school year.
2. Any teacher who is called for jury duty shall notify the Superintendent of Schools within one (1) working day of receipt of such communication.
 - a. If, in the estimation of the teacher and/or Central Office administration, such jury duty entailing absence away from the classroom would be detrimental to the Somers schools, request for exemption may be forwarded by the Superintendent's office to the appropriate court officials.

- b. If such jury duty is served, time so served shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.
3. Any teacher who is called for military reserve duty during the school year shall notify the Superintendent of Schools within one (1) working day of receipt of such communication.
- a. If, in the estimation of the teacher and/or Central Office administration, such military reserve duty entailing absence away from the classroom would be detrimental to the Somers schools, request for possible non-school dates may be forwarded to the appropriate military officials by the teacher and/or the Central Office.
 - b. Should change not be granted, teachers will be paid their school pay for the two (2) weeks only to the extent it exceeds their military pay, including allowances, for those two (2) weeks. No deductions will be made from the teacher's school salary if a substitute is hired during his/her absence.
4. When it is necessary for officer representatives and/or the negotiating team of the Association to attend mediation and/or arbitration sessions, these representatives shall be given the necessary time, without loss of pay, sick leave or personal days to attend to such duties. The Association shall notify building administrators of their anticipated absence in a timely fashion.

F. Maternity Leave

I. Pregnancy and Childbirth Leave

Any expectant certified employee in the Somers public school system may apply for a pregnancy and childbearing leave under the following conditions (application for maternity leave shall be made in writing to the Board, through the Superintendent, not later than five (5) months prior to the anticipated date of confinement):

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in section 10-156 of the Connecticut General Statutes.)
- b. Accumulated sick leave shall be available for use during periods of such disability.
- c. Section A, paragraph 2, of this article applies to disability due to pregnancy.
- d. Disability leave beyond any accumulated sick leave may be available, without pay, for such reasonable further period of time as a female employee is determined, by her physician, to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. Details of such possible extension must be in writing with the Superintendent's approval.

- e. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
- f. Any employee on pregnancy and childbirth leave, who proposes to return at the beginning of a school year following such leave, shall make written request for reinstatement to the Board, through the Superintendent, not later than five (5) working days prior to March 1 of said year.

2. Childrearing Leave

Any certified employee may have the option of up to one (1) year childrearing leave of absence, without pay, following the birth of a child. Any leave beginning during the first half of the school year (the period from the start of the teacher's school year to the middle of the school year--currently the beginning of the third marking period) will end at the beginning of the second half of the subsequent school year. Any leave beginning during the second half of the school year or the summer break will end at the beginning of the first half of the school year starting in the next calendar year.

- a. Apart from previously mentioned disability leave regulations, Section 1, paragraphs a through f above, notification in writing must be given to the office of the Superintendent five (5) working days prior to March 1 if said teacher on extended leave without pay plans to return in the next school year.
- b. In cases of requested leave for childrearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than three (3) months prior to the anticipated birth of a child, or the arrival of an adopted child, provided that exceptions may be made by the Superintendent in cases of adoption in the event such advance notice cannot be given. If extenuating circumstances exist relating to the birth of a child, previously approved childrearing leave will be waived at the discretion of the Superintendent.
- c. The cost of insurance and other employee fringe benefits, including payment to the State Teachers' Retirement System, if continued, shall be paid in full by the employee.

- 3. An employee returning to service under either paragraph 1 or 2 above shall provide a written statement from her physician that she is capable of resuming her duties.

G. Sabbatical Leave

- 1. Upon the recommendation of the Superintendent, an extended leave of absence (release of an employee from part or all of his/her duties) for either a full or one-half academic year ("sabbatical leave") may be granted at the discretion of the Board to an employee. The employee must have completed at least six (6) consecutive years of satisfactory service with the Board.
- 2. Request for sabbatical leave must be received by the Superintendent, in writing in such form as may be required, under normal circumstances no later than February 1 of the year

preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent.

3. Response shall be made to the employee, relative to the status of the request for sabbatical leave, within sixty (60) days of submission to the Board of Education.
4. Employees absent on sabbatical leave shall be paid at fifty percent (50%) of the contract rate in effect during such leave; provided, however, reductions shall be made where necessary so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such employee would have been entitled under this contract for service with the Board during the period of such leave.
5. Sabbatical leave, once granted, may not be terminated before the date of the expiration of the leave unless mutually agreed upon by the employee and the Superintendent.
6. A sabbatical leave may only be requested for the following reasons:
 - a. study in an approved institution;
 - b. a problem or project pursued individually with the sanction of an approved graduate school;
 - c. travel from which experiences would enhance the quality of education in Somers.

Such sabbatical leave may be granted only if it can be proved that it will contribute to greater proficiency in the present assigned field of employment.

7. Sabbatical leave shall not be granted for the purposes of engaging in gainful occupation (excluding study grants, stipends, assistantships, fellowships or other scholarships) or studying for another trade or profession.
8. Before beginning the sabbatical leave, the employee shall enter into a contract to return to active service in the Somers schools for a period of at least one (1) year after the expiration of such leave for each half (1/2) year used for such sabbatical. An employee who does not fulfill this agreement shall repay the sum to the Board bearing the same ratio to the amount received while on leave that the unfulfilled portion of the one (1) or two (2) subsequent years' service bears to the one (1) or two (2) subsequent full years agreed to in writing; provided, however, that the employee shall be released from such payment if any failure to serve the agreed upon time as stipulated is due to illness, disability or death, or if discharged from the position by the Board.
9. No more than two (2) sabbatical leaves shall be granted by the Board in any given year. In the event of more than two acceptable requests presented in a given year, the Board and the superintendent will select up to two on the basis of years of service to the district and demonstrated potential return to the teacher and the district. In no case, however, shall this be interpreted or construed to require the Board to grant any sabbatical leave in any given year.

H. Leaves Without Pay

Leaves of absence without pay may be granted for advanced study, Peace Corps service, Teacher Corps service, VISTA, prolonged illness, needed rest, necessities of home and allied reasons. Leave shall be limited to one (1) school year except for Peace Corps service, which shall be limited to two (2) years. Upon return to service from leaves for advanced study, VISTA or Peace Corps service, the employee shall be placed on the step of the salary schedule that would have been attained had there been no leave. Such employee shall be returned to a position for which the employee is certified. Returnees from other leaves shall be placed on the salary step held at the time such leaves commenced, subject to pertinent laws.

ARTICLE 20 - ASSOCIATION RIGHTS

- A. The Association shall have the right to use bulletin board space as designated by the administration, and the right to place material related to Association business on this bulletin board and in the mailbox of any bargaining unit employee.
- B. The Board agrees to split the cost with the SEA of furnishing a written copy of the contract to each teacher.
- C. A copy of the agenda for all regular and special Board meetings shall be sent to the Association president and vice-president at the same time the Board of Education is notified.
- D. A copy of the official minutes of the Board shall be sent to the Association president, vice-president and to the faculty room in each school building at the same time the Board of Education is notified.

ARTICLE 21 - PROCEDURES FOR REDUCTION, SEPARATION AND RECALL OF PROFESSIONAL STAFF

- A. It is recognized that, under state law, the Board of Education has the responsibility to maintain quality public elementary and secondary schools to implement the educational interests of the state; however, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances arising from, but not limited to, consistent decrease in student enrollment, changes in curriculum established by the Board or severe financial conditions. To provide a fair and orderly process should such elimination become necessary, the following procedure shall be implemented.

B. Procedure

Following establishment of competence* (see paragraph 4 below) and a review of experience relative to placement under proposed restructuring of professional staff, said staff shall be released in the following order:

- I. Experience and Certification Status
 - a. Volunteer retirements, volunteer transfers and voluntary resignation.
 - b. Certified nontenured teachers.

- c. Certified tenured teachers.
- d. In all cases of staff reduction, the best interests of the system as determined by the Board and the Administration shall be weighed.

Note: A certified teacher whose position has been eliminated shall not have said position filled by an instructional paraprofessional or student and/or intern teacher.

2. Details of Experience

In making a review of those teachers possibly to be released, the following information shall be used by the Board in the following order:

- a. total contractual experience in the system in a certified position, including all periods of authorized leave;
- b. experience in position (elementary or secondary, not grade or subject taught) in the system;
- c. total experience in position in any district;
- d. total experience in any district;
- e. degree status.

3. Notification

When the Somers Board of Education determines a reduction is necessary and the specific position(s) known, the teacher(s) shall be notified in writing. A copy of such notification(s) shall be sent to the President of the Association.

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff and who, as of the effective date of the layoff, had obtained tenure as provided under state law shall be placed on a reappointment list and remain on such list for a period equal to the lesser of the length of service of the teacher in Somers as of the last date of teaching or three (3) calendar years, provided such teacher does not refuse a reappointment, and provided such teacher applies in writing by registered mail for name retention on said list on or before May 1 of each year subsequent to termination.
2. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days, when possible, prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract at least fifteen (15) days, where possible, prior to the effective date of reemployment.
3. Recall will be based on a reversal of the staff reduction criteria.

4. No new teachers shall be hired in a subject area or grade level before teachers who were laid off from other subject areas or grade levels, who may be qualified and who possess the necessary certification and the recommendation of administration, are recalled or decline the opening.
5. The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated, when reemployed, with the exception of salary schedule increments and years of service as applied to the teacher's retirement.

D. Applicability to Grievance and Arbitration

All disputes relating to this staff reduction procedure are not subject to the grievance and arbitration procedures of this contract, and such grievance and arbitration procedures may not be instituted by a separated teacher.

ARTICLE 22 - DURATION

- A. This Agreement contains the full and complete Agreement between the Board and the Association, and neither party shall be required, during the term hereof, to negotiate upon any issue covered in this Agreement.
- B. The provisions of this Agreement shall be effective on July 1, 2014, and shall continue and remain in full force and in effect until June 30, 2017.

ARTICLE 23 - SAVINGS CLAUSE

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

ARTICLE 24 - SIGNATURE

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this 13th day of January, 2014.

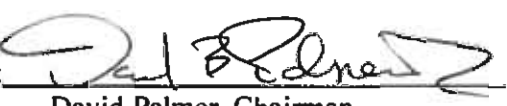
Witness:


SOMERS EDUCATION ASSOCIATION

By: 
, SEA Designee

Witness:


SOMERS BOARD OF EDUCATION

By: 
David Palmer, Chairman

APPENDIX A
SALARY SCHEDULE - 2014-2015

Step	BA	BA+15	BA+30	MA	MA+9	MA+18	6 th Yr	6 th Yr+9	6 th Yr+18
Entry	43,244	43,848	44,160	44,725	45,488	45,954	48,430	49,348	49,971
1	45,064	45,670	45,982	47,238	48,001	48,467	50,264	51,181	51,806
2	46,797	47,402	47,716	49,050	49,812	50,279	52,187	53,105	53,729
3	48,600	49,205	49,517	50,935	51,697	52,162	54,188	55,106	55,731
4	50,472	51,077	51,389	52,888	53,651	54,116	56,272	57,191	57,816
5	52,420	53,027	53,339	54,925	55,688	56,154	58,440	59,357	59,982
6	54,448	55,055	55,367	57,038	57,801	58,268	60,690	61,608	62,234
7	56,558	57,164	57,475	59,239	60,003	60,469	63,035	63,953	64,576
8	58,749	59,355	59,666	61,535	62,300	62,766	65,470	66,387	67,011
9	61,025	61,631	61,940	63,920	64,683	65,148	68,005	68,922	69,547
10	63,398	64,004	64,315	66,397	67,162	67,628	70,633	71,551	72,178
11	66,217	66,822	67,135	69,319	70,082	70,548	73,729	74,647	75,272
12	68,777	69,380	69,695	71,996	72,757	73,224	76,576	77,493	78,118
13	71,450	72,056	72,406	74,670	75,432	75,899	79,249	80,167	80,792
14	75,090	75,715	76,038	80,503	81,291	81,773	85,316	86,266	86,912

At twenty-five (25) years of experience teachers move to superstep of maximum plus \$850.

APPENDIX A
SALARY SCHEDULE - 2015-2016

Step	BA	BA+15	BA+30	MA	MA+9	MA+18	6 th Yr	6 th Yr+9	6 th Yr+18
Entry	43,297	43,902	44,215	44,781	45,544	46,011	48,490	49,409	50,033
1	45,120	45,726	46,039	47,297	48,060	48,527	50,326	51,244	51,871
2	46,855	47,461	47,775	49,111	49,874	50,341	52,252	53,171	53,796
3	48,660	49,266	49,579	50,998	51,761	52,227	54,255	55,174	55,800
4	50,534	51,140	51,453	52,953	53,718	54,183	56,342	57,262	57,887
5	52,486	53,093	53,405	54,993	55,757	56,224	58,512	59,431	60,056
6	54,516	55,123	55,435	57,109	57,872	58,340	60,765	61,685	62,311
7	56,628	57,235	57,546	59,313	60,077	60,544	63,113	64,033	64,657
8	58,822	59,429	59,740	61,612	62,377	62,844	65,551	66,470	67,095
9	61,101	61,708	62,017	64,000	64,763	65,229	68,089	69,008	69,633
10	63,477	64,084	64,395	66,480	67,245	67,712	70,721	71,640	72,267
11	66,299	66,905	67,218	69,405	70,169	70,635	73,821	74,739	75,365
12	68,863	69,467	69,781	72,085	72,847	73,315	76,671	77,589	78,215
13	72,624	73,244	73,566	76,989	77,771	78,250	81,730	82,672	83,313
14	76,291	76,927	77,255	81,791	82,592	83,081	86,681	87,646	88,302

At twenty-five (25) years of experience teachers move to superstep of maximum plus \$950.

APPENDIX A
SALARY SCHEDULE - 2016-2017

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+9</u>	<u>MA+18</u>	<u>6th Yr</u>	<u>6th Yr+9</u>	<u>6th Yr+18</u>
Entry	43,518	44,127	44,441	45,009	45,777	46,246	48,738	49,662	50,289
1	45,351	45,960	46,274	47,538	48,306	48,775	50,583	51,506	52,135
2	47,095	47,704	48,019	49,362	50,129	50,598	52,519	53,442	54,070
3	48,909	49,518	49,832	51,258	52,026	52,494	54,532	55,456	56,085
4	50,792	51,401	51,716	53,224	53,992	54,460	56,630	57,555	58,183
5	52,754	53,364	53,678	55,273	56,042	56,511	58,811	59,734	60,363
6	54,794	55,404	55,718	57,401	58,168	58,638	61,075	62,000	62,629
7	56,918	57,528	57,840	59,616	60,384	60,853	63,435	64,360	64,987
8	59,122	59,732	60,046	61,926	62,695	63,165	65,886	66,809	67,437
9	61,413	62,023	62,334	64,326	65,093	65,562	68,437	69,360	69,988
10	63,801	64,411	64,724	66,819	67,588	68,057	71,082	72,006	72,636
11	66,638	67,247	67,561	69,760	70,527	70,996	74,198	75,121	75,750
12	70,394	71,017	71,338	74,348	75,132	75,611	78,971	79,915	80,558
13	74,151	74,787	75,115	78,936	79,737	80,226	83,744	84,709	85,366
14	77,512	78,158	78,491	83,099	83,913	84,410	88,067	89,048	89,715

At twenty-five (25) years of experience teachers move to superstep of maximum plus \$1,000.

APPENDIX A - SALARY SCHEDULE STATUS

- A. Master level pay shall be applicable to all who have earned a master's degree or earned thirty (30) credits beyond the acquisition of a Professional Educator teaching certificate at an accredited college or university, or who have completed at least thirty (30) credits beyond the baccalaureate degree in a planned program approved by an accredited college or university and evaluated for equivalency by a committee composed of the Superintendent and three (3) members of the Association who hold master's degrees or their equivalents. Any employee who is eligible for payment on the master's schedule, as of the date of this Agreement, shall continue to be eligible for payment on that schedule.

Any teacher anticipating a salary status change should apply for such change prior to October 1 and February 1. Upon approval from the Superintendent or his/her designee OR the Equivalency Committee the teacher shall advance to the appropriate salary status effective September 1 or February 1, whichever applies.

- B. Full credit may be given for successful teaching experience in any certified public or private school, except that any applicant for position in the Somers school system may agree to placement on a different step of the salary schedule. The application of this paragraph shall not be subject to the grievance and arbitration provisions of this contract. No teacher hired will be placed at a step higher than any teacher in the system with the same number of years of experience.
- C. A sixth year salary schedule placement may be awarded for any of the following:
1. A sixth year certificate from an accredited college or university.
 2. A CAGS certificate from an accredited college or university.
 3. A second master's degree from an accredited college or university, providing the second master's degree is in the field of local service.

APPENDIX B - INSURANCE PROGRAM

A. The Board of Education agrees to assume:

1. One hundred percent (100%) of the cost of Life Insurance and Accidental Death & Dismemberment, face value of fifty thousand dollars (\$50,000) for each employee.
2. One hundred percent (100%) of the cost of Disability Insurance (LTD) at a monthly benefit of 60% of salary, up to a maximum of \$3,000. The Board may choose the same carrier for LTD and Life Insurance as long as the benefits remain substantially equivalent.
3. The Board shall provide life insurance and disability coverage on a pro-rated basis to part-time teachers who work a minimum of 0.50 of full-time.
4. Effective July 1, 2014, the following provisions shall apply to all bargaining unit members and shall replace or supplement the provisions previously set.

- a. The \$1,500/\$3,000 HDHP/HSA Plan set forth in Attachment 1.
The Board will contribute 50% each year toward the deductible.

- b. Payment Schedule (Employee Contribution):

<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
18%	19%	20%

- c. Dental: In addition the Board of Education offers an enhanced dental program as described in Attachment #2.

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Employee Contribution	18%	19%	20%

5. Any full-time (1.0) teacher employed for a year or more who is reduced to part-time status will continue to receive the full benefits for the remainder of the school year they are reduced.
6. In addition, the Board of Education shall offer a full flexible benefits plan Section 125 pre-tax premium conversion account to all teachers for the purpose of allowing teachers to meet their insurance premium share contribution and to cover allowable (under Section 125 of the IRS regulations) medical expenses and dependent care. Board expenses will be capped at \$3,000 setup and \$6.50 per month/member.
7. The Board shall provide an all-risk insurance policy with a two thousand dollar (\$2,000) limit and fifty-dollar (\$50) deductible covering educational materials owned by the teacher and in place in a given building. Prior to any teachers being eligible for this insurance, they must fill out a form to be provided by the Central Office listing relative value of personal

educational materials which they have brought to school for the purpose of supplementing their teaching.

8. The Board reserves the right to change insurance carriers for any of the above coverages or to self insure in whole or in part, provided that coverage and services remain substantially equivalent under the plans as viewed as a whole. Prior to any such change, the Association shall be notified in writing at least thirty (30) days in advance of any proposed change and be given a full opportunity to review the proposed change for purposes of satisfying itself that the change will provide substantially equivalent coverage and services as defined above. However, should the Association not agree that such will be the case under the proposed change, it must notify the Board in writing within said thirty (30) day period in which case the parties agree to submit the question of whether the proposed changes are substantially equivalent in terms of coverage and services as defined above to an arbitrator with insurance experience under the arbitration procedures of the American Arbitration Association. Except for the expedited arbitration aspect, such arbitration shall be conducted pursuant to the arbitration provisions of the grievance procedure in this contract. No change shall be made by the Board until the arbitrator has ruled.

B. Voluntary Waiver of Health Insurance Coverage

1. Any S.E.A. member may elect on a completely voluntary basis to waive Board approved health insurance coverage. S.E.A. members electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year, provided they furnish satisfactory proof of comparable coverage elsewhere and provided they have been covered by the insurance they seek to waive for at least one (1) year (except for new hires).
2. In consideration of such voluntary waiver of the entitled insurance coverage, the Board will pay Two Thousand Dollars (\$2,000) to each such employee in quarterly installments each year that the waiver is in force. As of July 1, 2012 the Board will pay One Thousand Five Hundred Dollars (\$1,500) and as of July 1, 2013 the Board will pay One Thousand Dollars (\$1,000) for such waiver. Only those teachers who received the waiver in 2010-11 shall be eligible to participate in the future, so long as they continuously waive the insurance.
3. Any S.E.A. member who, because of changed circumstances, wishes to revoke his/her insurance waiver may do so by notifying the Superintendent of Schools in writing. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the member under Board approved health insurance coverage. Any waiver money will be returned on a prorated basis.
4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. S.E.A. members who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period(s). Coverage will be reinstated thirty (30) days after receipt of written reinstatement request if acceptable to the carrier(s). If the request is not accepted, the parties will immediately negotiate over the situation concerning effective date of coverage reinstatement. The terms of this waiver provision must also be acceptable to the underlying carriers.

APPENDIX C – TEACHER’S ANNUAL SALARY NOTIFICATION

Pursuant to Article 9, this is to inform you that for the _____ school year you will be assigned to the following school: _____
the following grade(s): _____
and the following subject(s): _____.

Any special or unusual classes or assignments are noted as follows: (if inapplicable, mark as “N/A”) _____.

Your annual salary level and step for the _____ school year is as follows: _____ / Superstep _____.

According to the terms of your contract, you have the choice of twenty-two (22) or twenty-six (26) paychecks issued every other Friday, commencing on the second Friday after the start of the scheduled work year. If you elect twenty-six (26) paychecks the last four (4) pays will be issued at the same time as the twenty-second (22nd) paycheck. The number of paychecks selected cannot be changed once the school year has begun. Please indicate below whether you elect either the twenty-two (22) or twenty-six (26) pay option, and then sign, date, and return this form to the Central Office.

Pay Election of 22 pays (check box)

- Or -

Pay Election of 26 pays (check box)

Signature

Date

APPENDIX D - COACH/ADVISOR/EXTRA DUTY ASSIGNMENT
ANNUAL AGREEMENT

In addition to the amount which appears on your Annual Salary Notification for the school year, you will receive the sum of \$ _____ for coaching/advising in the area of _____ for the _____ year only.

Please show acceptance by returning one copy of this Agreement to the Office of the Superintendent.

Coach/Advisor Date Superintendent of Schools Date

APPENDIX E - SOMERS BOARD OF EDUCATION and SOMERS EDUCATION ASSOCIATION

GRIEVANCE FORM

TO: _____

DATE: _____

SCHOOL: _____

CENTRAL OFFICE: _____

FROM: _____
(person filing grievance)

This is an informal grievance _____

LEVEL: (circle one)

a formal grievance _____

1 2 3 4

Briefly state grievance: _____
or action: _____ (check one)

Suggested remedy:

Date of latest meeting between
person filing grievance and
person being grieved:

Signature of person filing
grievance:

APPENDIX F - DIFFERENTIALS FOR ADDED RESPONSIBILITIES
AND EXTRA DUTIES - 2014-2015

A. <u>Team Leaders:</u>	\$1818
B. <u>Head Teachers:</u>	\$1615
C. <u>TEAM Mentor (per module):</u>	\$ 400
D. <u>Athletic Director:</u>	\$5526

E. Coaches:

Coaches shall be paid for their experience in a particular sport on a step basis similar to teaching contracts. That movement from one step to another be based on successful coaching as determined by the principal of that coach and the athletic director. Coaches shall be placed in the level of experience dependent upon experience at time of initial employment as follows:

	<u>Level I</u>	<u>Level II</u>
	(0-3 years experience)	(3+ years experience)
<u>Fall Sports:</u>		
Soccer (VG/VB)	\$3675	\$4133
Soccer (JVG/JVB)	2572	2898
Field Hockey (VG)	3675	4133
Field Hockey (JVG)	2572	2898
Field Hockey (MS)	1231	1478
Cross Country (V)	3675	4133
Cross Country (MS)	1231	1478
<u>Winter Sports:</u>		
Basketball (VG/VB)	5513	6184
Basketball (JVG/JVB/Freshmen)	3844	4345
Wrestling (VB)	5015	5639
Wrestling (JV)	3508	3954
Cheerleader	1500	1500
<u>Spring Sports:</u>		
Baseball (VG)	3675	4133
Baseball (JV)	2572	2898
Softball (VG)	3675	4133
Softball (JV)	2572	2898
Track (Head Coach)	3675	4133
Track (Assistant Coach)	2572	2898
Golf (V)	3507	3942
Tennis (V)	3507	3942
Lacrosse (VB)	3675	4133
Lacrosse (JVB)	2572	2898
Lacrosse (VG)	3675	4133
Lacrosse (JVG)	2572	2898

F. Other Student Body Activities' Advisors:

Class Advisors (Grades 6, 7, 8)	\$ 797
Class Advisors (Grades 9, 10)	1442
Class Advisor (Grade 11)	2572
Class Advisor (Grade 12)	3675
National Honor Society Advisor (High School)	1085
Yearbook Advisor (Middle School)	886
Yearbook Advisor (High School)*	3297
Student Council Advisor (Elementary School)	752
Student Council Advisor (Middle School)	1253
Student Council Advisor (High School)	1671
Beta Advisor (High School)	752
FCCLA Advisor (High School)	752
Tech Club Advisor (High School)	752
Tech Club Advisor (Middle School)	752
Chess Club Advisor (Middle School)	752
Drama Club Advisor (High School)	3675
Drama Club Advisor (Middle School)	3675
Newspaper Advisor (Middle School)	834
Newspaper Advisor (High School)	2006
Literary Magazine Advisor (Middle/High Schools)	435 (per issue)
Club Advisors (Middle/High Schools)	752
Teacher Chaperones for School Dances (after school)	78
Student Cafe Advisor	1839
Radio Station Advisor	1168
JETS Advisor (High School)	587
Students Supporting Students Advisor (High School)	1134

*When scheduled as a 6th class, teacher shall be relieved of duties.

G. Guidance Counselors

Guidance counselors shall be paid their individual contracted per diem rate per day for each day of work before and/or after the regular school year. Any work shall be distributed as equally as possible among all counselors of a particular school.

H. Music Department

Choral Advisor (Grades 4-5)	1733
Band Advisor (Grades 4-5)	2274
High School Combined Ensembles Advisor	3339
Parade Advisor (Middle School)*	299 (per parade)
Parade Advisor (High School)*	299 (per parade)

*This stipend does not change if parades are rained out. Minimum participation is best decided by the parade advisor. Invitations for parades will be cleared through the building principal.

These positions shall be the responsibility of the members of the Music Department and it is understood that members of the Music Department will be assigned these extracurricular duties.

However, should the members of this department be unable or unwilling to assume these extracurricular duties they will be excused from these responsibilities. It is the department's responsibility to assist in finding a replacement or replacements who is/are competent to perform the duty. Such arrangement shall be made with the approval of the Superintendent on a year-to-year basis.

I. Workshop

For the purpose of this agreement, a workshop shall mean a short-term activity with a clearly defined purpose, objective or goal. The time commitment is predetermined and the teacher's obligation is met upon completion of the workshop. All participation in workshops of this nature held beyond the contracted day or year, is strictly voluntary.

Teachers or groups of teachers who are required to attend workshops extending beyond their contractual day/year shall be paid \$22.53 per hour of time in attendance.

Certified staff who voluntarily serve as presenters of workshops held outside the contract day or year shall be paid \$112.62 per hour of workshop inclusive of preparation time. Repeated workshops shall be paid at \$67.57 per hour inclusive of preparation time. Workshops presented jointly shall be paid at \$84.47 per hour per presenter for the original workshop or \$56.31 per hour per presenter for a repeated workshop inclusive of preparation time.

Teachers who present workshops during the scheduled contract day shall be paid for preparing for the workshop at a rate of \$45.06 per hour of workshop time.

Workshops shall be posted within five (5) workdays of their approval, on all faculty bulletin boards for a minimum of five (5) workdays. Responsibilities and deadlines for application shall be clearly stated.

J. Ad Hoc Working Committee

For the purpose of this agreement, an ad hoc working committee shall be defined as a group of teachers working on a specific project approved by the Board, such as, but not limited to, curriculum committees. Such a committee shall cease to exist upon completion of the project. All participation on committees shall be strictly voluntary.

The Board shall post all available committee work and committee chairperson positions. With such posting shall be a statement of the scope of the work involved, the expected outcome, the estimated amount of committee time involved, and the anticipated completion date.

Openings on working committees shall be posted within five (5) workdays of their approval on all faculty bulletin boards for a minimum of ten (10) workdays. Deadlines for application shall be clearly stated. This shall also apply to openings for working committee chairs, if the position is open to certified staff.

The estimated committee time shall be multiplied by \$30.16 to set the compensation for service on the committee. The chairperson of the project shall be paid \$38.06 times the number of committee hours.

As part of the scope of the project a member or members of the working committee may be needed to serve in a leadership and support role throughout the implementation phase of the project. All members of the committee may apply to the Superintendent or his/her designee for these positions. Persons who serve in this role shall do so for one year, renewable with Superintendent approval and will be paid at the same rate as Team Leaders (Appendix F).

A Board liaison from the Curriculum Committee will be assigned to each active working committee by the Board.

Should the time vary 20% or more above the posted estimate, the committee chairperson will meet with the Superintendent to discuss the reasons. The Superintendent shall authorize appropriate adjustments to the compensation.

K. Curriculum

Teachers who write curriculum at the request of the Administration beyond the contractual day shall be compensated at the rate of \$29.28 per hour.

L. Homebound Tutoring

Homebound tutoring is defined as mandated instruction that is provided to students who are unable to attend school. Teachers who serve the Board as homebound tutors shall be compensated at the rate of \$28.16 per hour.

M. Summer School

Teachers who serve the Board as summer school teachers shall be compensated at the rate of \$32.00 per hour.

APPENDIX F - DIFFERENTIALS FOR ADDED RESPONSIBILITIES
AND EXTRA DUTIES - 2015-2016

A. <u>Team Leaders:</u>	\$1999
B. <u>Head Teachers:</u>	\$1776
C. <u>TEAM Mentor (per module):</u>	\$ 401
D. <u>Athletic Director:</u>	\$5526

E. Coaches:

Coaches shall be paid for their experience in a particular sport on a step basis similar to teaching contracts. That movement from one step to another be based on successful coaching as determined by the principal of that coach and the athletic director. Coaches shall be placed in the level of experience dependent upon experience at time of initial employment as follows:

	<u>Level I</u>	<u>Level II</u>
	(0-3 years experience)	(3+ years experience)
<u>Fall Sports:</u>		
Soccer (VG/VB)	\$3675	\$4133
Soccer (JVG/JVB)	2572	2898
Field Hockey (VG)	3675	4133
Field Hockey (JVG)	2572	2898
Field Hockey (MS)	1231	1478
Cross Country (V)	3675	4133
Cross Country (MS)	1231	1478
<u>Winter Sports:</u>		
Basketball (VG/VB)	5520	6191
Basketball (JVG/JVB/Freshmen)	3849	4350
Wrestling (VB)	5021	5646
Wrestling (JV)	3512	3959
Cheerleader	1500	1500
<u>Spring Sports:</u>		
Baseball (VG)	3675	4133
Baseball (JV)	2572	2898
Softball (VG)	3675	4133
Softball (JV)	2572	2898
Track (Head Coach)	3675	4133
Track (Assistant Coach)	2572	2898
Golf (V)	3507	3942
Tennis (V)	3507	3942
Lacrosse (VB)	3675	4133
Lacrosse (JVB)	2572	2898
Lacrosse (VG)	3675	4133
Lacrosse (JVG)	2572	2898

F. Other Student Body Activities' Advisors:

Class Advisors (Grades 6, 7, 8)	\$ 797
Class Advisors (Grades 9, 10)	1442
Class Advisor (Grade 11)	2572
Class Advisor (Grade 12)	3675
National Honor Society Advisor (High School)	1085
Yearbook Advisor (Middle School)	886
Yearbook Advisor (High School)*	3297
Student Council Advisor (Elementary School)	753
Student Council Advisor (Middle School)	1253
Student Council Advisor (High School)	1671
Beta Advisor (High School)	752
FCCLA Advisor (High School)	752
Tech Club Advisor (High School)	752
Tech Club Advisor (Middle School)	752
Chess Club Advisor (Middle School)	752
Drama Club Advisor (High School)	3675
Drama Club Advisor (Middle School)	3675
Newspaper Advisor (Middle School)	834
Newspaper Advisor (High School)	2006
Literary Magazine Advisor (Middle/High Schools)	435 (per issue)
Club Advisors (Middle/High Schools)	752
Teacher Chaperones for School Dances (after school)	78
Student Cafe Advisor	1839
Radio Station Advisor	1168
JETS Advisor (High School)	587
Students Supporting Students Advisor (High School)	1134

*When scheduled as a 6th class, teacher shall be relieved of duties.

G. Guidance Counselors

Guidance counselors shall be paid their individual contracted per diem rate per day for each day of work before and/or after the regular school year. Any work shall be distributed as equally as possible among all counselors of a particular school.

H. Music Department

Choral Advisor (Grades 4-5)	1733
Band Advisor (Grades 4-5)	2274
High School Combined Ensembles Advisor	3339
Parade Advisor (Middle School)*	299 (per parade)
Parade Advisor (High School)*	299 (per parade)

*This stipend does not change if parades are rained out. Minimum participation is best decided by the parade advisor. Invitations for parades will be cleared through the building principal.

These positions shall be the responsibility of the members of the Music Department and it is understood that members of the Music Department will be assigned these extracurricular duties.

However, should the members of this department be unable or unwilling to assume these extracurricular duties they will be excused from these responsibilities. It is the department's responsibility to assist in finding a replacement or replacements who is/are competent to perform the duty. Such arrangement shall be made with the approval of the Superintendent on a year-to-year basis.

I. Workshop

For the purpose of this agreement, a workshop shall mean a short-term activity with a clearly defined purpose, objective or goal. The time commitment is predetermined and the teacher's obligation is met upon completion of the workshop. All participation in workshops of this nature held beyond the contracted day or year, is strictly voluntary.

Teachers or groups of teachers who are required to attend workshops extending beyond their contractual day/year shall be paid \$22.56 per hour of time in attendance.

Certified staff who voluntarily serve as presenters of workshops held outside the contract day or year shall be paid \$112.76 per hour of workshop inclusive of preparation time. Repeated workshops shall be paid at \$67.65 per hour inclusive of preparation time. Workshops presented jointly shall be paid at \$84.57 per hour per presenter for the original workshop or \$56.38 per hour per presenter for a repeated workshop inclusive of preparation time.

Teachers who present workshops during the scheduled contract day shall be paid for preparing for the workshop at a rate of \$45.11 per hour of workshop time.

Workshops shall be posted within five (5) workdays of their approval, on all faculty bulletin boards for a minimum of five (5) workdays. Responsibilities and deadlines for application shall be clearly stated.

J. Ad Hoc Working Committee

For the purpose of this agreement, an ad hoc working committee shall be defined as a group of teachers working on a specific project approved by the Board, such as, but not limited to, curriculum committees. Such a committee shall cease to exist upon completion of the project. All participation on committees shall be strictly voluntary.

The Board shall post all available committee work and committee chairperson positions. With such posting shall be a statement of the scope of the work involved, the expected outcome, the estimated amount of committee time involved, and the anticipated completion date.

Openings on working committees shall be posted within five (5) workdays of their approval on all faculty bulletin boards for a minimum of ten (10) workdays. Deadlines for application shall be clearly stated. This shall also apply to openings for working committee chairs, if the position is open to certified staff.

The estimated committee time shall be multiplied by \$30.20 to set the compensation for service on the committee. The chairperson of the project shall be paid \$38.11 times the number of committee hours.

As part of the scope of the project a member or members of the working committee may be needed to serve in a leadership and support role throughout the implementation phase of the project. All members of the committee may apply to the Superintendent or his/her designee for these positions. Persons who serve in this role shall do so for one year, renewable with Superintendent approval and will be paid at the same rate as Team Leaders (Appendix F).

A Board liaison from the Curriculum Committee will be assigned to each active working committee by the Board.

Should the time vary 20% or more above the posted estimate, the committee chairperson will meet with the Superintendent to discuss the reasons. The Superintendent shall authorize appropriate adjustments to the compensation.

K. Curriculum

Teachers who write curriculum at the request of the Administration beyond the contractual day shall be compensated at the rate of \$29.32 per hour.

L. Homebound Tutoring

Homebound tutoring is defined as mandated instruction that is provided to students who are unable to attend school. Teachers who serve the Board as homebound tutors shall be compensated at the rate of \$28.19 per hour.

M. Summer School

Teachers who serve the Board as summer school teachers shall be compensated at the rate of \$34.00 per hour.

APPENDIX F - DIFFERENTIALS FOR ADDED RESPONSIBILITIES
AND EXTRA DUTIES - 2016-2017

A. <u>Team Leaders:</u>	\$2198
B. <u>Head Teachers:</u>	\$1953
C. <u>TEAM Mentor (per module):</u>	\$ 403
D. <u>Athletic Director:</u>	\$5526

E. Coaches:

Coaches shall be paid for their experience in a particular sport on a step basis similar to teaching contracts. That movement from one step to another be based on successful coaching as determined by the principal of that coach and the athletic director. Coaches shall be placed in the level of experience dependent upon experience at time of initial employment as follows:

	<u>Level I</u>	<u>Level II</u>
	(0-3 years experience)	(3+ years experience)
<u>Fall Sports:</u>		
Soccer (VG/VB)	\$3675	\$4133
Soccer (JVG/JVB)	2572	2898
Field Hockey (VG)	3675	4133
Field Hockey (JVG)	2572	2898
Field Hockey (MS)	1231	1478
Cross Country (V)	3675	4133
Cross Country (MS)	1231	1478
<u>Winter Sports:</u>		
Basketball (VG/VB)	5548	6223
Basketball (JVG/JVB/Freshmen)	3869	4372
Wrestling (VB)	5047	5675
Wrestling (JV)	3530	3979
Cheerleader	1500	1500
<u>Spring Sports:</u>		
Baseball (VG)	3675	4133
Baseball (JV)	2572	2898
Softball (VG)	3675	4133
Softball (JV)	2572	2898
Track (Head Coach)	3675	4133
Track (Assistant Coach)	2572	2898
Golf (V)	3507	3942
Tennis (V)	3507	3942
Lacrosse (VB)	3675	4133
Lacrosse (JVB)	2572	2898
Lacrosse (VG)	3675	4133
Lacrosse (JVG)	2572	2898

F. Other Student Body Activities' Advisors:

Class Advisors (Grades 6, 7, 8)	\$ 797
Class Advisors (Grades 9, 10)	1442
Class Advisor (Grade 11)	2572
Class Advisor (Grade 12)	3675
National Honor Society Advisor (High School)	1085
Yearbook Advisor (Middle School)	886
Yearbook Advisor (High School)*	3297
Student Council Advisor (Elementary School)	757
Student Council Advisor (Middle School)	1253
Student Council Advisor (High School)	1671
Beta Advisor (High School)	752
FCCLA Advisor (High School)	752
Tech Club Advisor (High School)	752
Tech Club Advisor (Middle School)	752
Chess Club Advisor (Middle School)	752
Drama Club Advisor (High School)	3675
Drama Club Advisor (Middle School)	3675
Newspaper Advisor (Middle School)	834
Newspaper Advisor (High School)	2006
Literary Magazine Advisor (Middle/High Schools)	435 (per issue)
Club Advisors (Middle/High Schools)	752
Teacher Chaperones for School Dances (after school)	78
Student Cafe Advisor	1839
Radio Station Advisor	1168
JETS Advisor (High School)	587
Students Supporting Students Advisor (High School)	1134

*When scheduled as a 6th class, teacher shall be relieved of duties.

G. Guidance Counselors

Guidance counselors shall be paid their individual contracted per diem rate per day for each day of work before and/or after the regular school year. Any work shall be distributed as equally as possible among all counselors of a particular school.

H. Music Department

Choral Advisor (Grades 4-5)	1733
Band Advisor (Grades 4-5)	2274
High School Combined Ensembles Advisor	3339
Parade Advisor (Middle School)*	299 (per parade)
Parade Advisor (High School)*	299 (per parade)

*This stipend does not change if parades are rained out. Minimum participation is best decided by the parade advisor. Invitations for parades will be cleared through the building principal.

These positions shall be the responsibility of the members of the Music Department and it is understood that members of the Music Department will be assigned these extracurricular duties.

However, should the members of this department be unable or unwilling to assume these extracurricular duties they will be excused from these responsibilities. It is the department's responsibility to assist in finding a replacement or replacements who is/are competent to perform the duty. Such arrangement shall be made with the approval of the Superintendent on a year-to-year basis.

I. Workshop

For the purpose of this agreement, a workshop shall mean a short-term activity with a clearly defined purpose, objective or goal. The time commitment is predetermined and the teacher's obligation is met upon completion of the workshop. All participation in workshops of this nature held beyond the contracted day or year, is strictly voluntary.

Teachers or groups of teachers who are required to attend workshops extending beyond their contractual day/year shall be paid \$22.68 per hour of time in attendance.

Certified staff who voluntarily serve as presenters of workshops held outside the contract day or year shall be paid \$113.34 per hour of workshop inclusive of preparation time. Repeated workshops shall be paid at \$68.00 per hour inclusive of preparation time. Workshops presented jointly shall be paid at \$85.00 per hour per presenter for the original workshop or \$56.67 per hour per presenter for a repeated workshop inclusive of preparation time.

Teachers who present workshops during the scheduled contract day shall be paid for preparing for the workshop at a rate of \$45.34 per hour of workshop time.

Workshops shall be posted within five (5) workdays of their approval, on all faculty bulletin boards for a minimum of five (5) workdays. Responsibilities and deadlines for application shall be clearly stated.

J. Ad Hoc Working Committee

For the purpose of this agreement, an ad hoc working committee shall be defined as a group of teachers working on a specific project approved by the Board, such as, but not limited to, curriculum committees. Such a committee shall cease to exist upon completion of the project. All participation on committees shall be strictly voluntary.

The Board shall post all available committee work and committee chairperson positions. With such posting shall be a statement of the scope of the work involved, the expected outcome, the estimated amount of committee time involved, and the anticipated completion date.

Openings on working committees shall be posted within five (5) workdays of their approval on all faculty bulletin boards for a minimum of ten (10) workdays. Deadlines for application shall be clearly stated. This shall also apply to openings for working committee chairs, if the position is open to certified staff.

The estimated committee time shall be multiplied by \$30.35 to set the compensation for service on the committee. The chairperson of the project shall be paid \$38.30 times the number of committee hours.

As part of the scope of the project a member or members of the working committee may be needed to serve in a leadership and support role throughout the implementation phase of the project. All members of the committee may apply to the Superintendent or his/her designee for these positions. Persons who serve in this role shall do so for one year, renewable with Superintendent approval and will be paid at the same rate as Team Leaders (Appendix F).

A Board liaison from the Curriculum Committee will be assigned to each active working committee by the Board.

Should the time vary 20% or more above the posted estimate, the committee chairperson will meet with the Superintendent to discuss the reasons. The Superintendent shall authorize appropriate adjustments to the compensation.

K. Curriculum

Teachers who write curriculum at the request of the Administration beyond the contractual day shall be compensated at the rate of \$29.47 per hour.

L. Homebound Tutoring

Homebound tutoring is defined as mandated instruction that is provided to students who are unable to attend school. Teachers who serve the Board as homebound tutors shall be compensated at the rate of \$28.33 per hour.

M. Summer School

Teachers who serve the Board as summer school teachers shall be compensated at the rate of \$37.00 per hour.

APPENDIX G - JOB-SHARING AGREEMENT

A. Definitions

"Job sharing" shall refer to two teachers voluntarily sharing one full-time position in which each member is contracted to work part of the regularly scheduled school year.

"School day" is defined in Article 15, paragraph A of the master contract.

"Team" shall refer to two teachers sharing the one full-time position.

"S.B.O.E." shall refer to Somers Board of Education.

"S.E.A." shall refer to Somers Education Association.

"Parties" shall refer to the Somers Board of Education and the Somers Education Association.

B. Organization of the Team

1. Selection:

The selection of teams to job share must be based upon the ability of the personnel involved to work together in a spirit of cooperation, friendship, and support for the team. It is, therefore, necessary that the development of job-sharing teams be initiated by the teachers involved and must be on a voluntary basis. Job-sharing assignments shall be filled only by teachers who have jointly agreed to work together. The Superintendent shall keep a listing of teachers interested in job sharing so that prospective job sharers may contact one another.

2. Application:

Each teaching team wishing to job share must submit its request to the Superintendent of Schools no later than April 1st of any school year for the upcoming year. All applications must be approved by the Board of Education upon recommendation of the Superintendent.

The application must include a written plan by the job sharers covering, but not limited to, the following division of responsibilities:

- a. Work schedule (split day, split week, split year, alternating days or weeks, etc.);
- b. Child Study Conferences (Guidance Case Conferences, Parent Conferences, PPT's, SET's);
- c. Record keeping procedures;
- d. Reports;
- e. Bulletin boards;

- f. Job-sharer responsibilities on half-days, shortened days, rotating schedule days;
- g. Program planning;
- h. Communications (parents, students, teachers, specialists, principals, supervisors, and the other job sharing team member);
- i. Teaching assignment (curriculum);
- j. Faculty meeting attendance;
- k. Discipline;
- l. Field trips;
- m. Field days; and
- n. Snow days.

3. Length of Agreement to Job Share:

The agreement between teachers to share a job shall be on an annual basis. This written plan shall be reviewed and approved annually by the Superintendent. A new application must be filed when members of the team change.

In the event that one job-sharing member of a team leaves during the year, the remaining sharer will be given the option of assuming that position and becoming full-time. If the sharer does not wish to do so, she/he shall be on the selection team for a permanent substitute who shall be hired to complete the year. The next year the vacant job-sharing slot shall become available to personnel in the following order of priority:

- a. current staff;
- b. personnel on the recall list; and
- c. applicants outside of the system.

Teachers on the recall list who are offered a job-sharing position are neither obligated to accept that job-sharing position nor do they forfeit their right to remain on the recall list.

C. Conditions

1. Communications:

In situations where two teachers are sharing the same children, as in a self-contained classroom, communication between the partners is vital to the success of the program. Each member is responsible, therefore, for meeting/communicating with the other member on a regular basis.

Communications between the team and the administration shall follow the normal chain of command. Each member of the team shall be responsible for knowing about materials presented at staff meetings and curriculum meetings.

Teachers who job share shall be given the same responsibilities as full-time staff in accordance with the S.E.A. master contract and needs of the school in the following areas:

- a. committees;
- b. duties; and
- c. attendance at Orientation Day, workshops, in-service days, parent conferences, open house, curriculum nights.

2. Seniority:

Each teacher participating as a member of a job-sharing team shall accrue prorated seniority according to the percentage of time contracted.

3. Substitutes:

In the case of one teacher needing a substitute, the other teacher shall have the option of substituting for the absent team member. Should it not be possible for one teacher to cover for the other, normal substituting procedures shall be followed.

4. Return to Full-Time:

In the event a job sharer requests to return to a full-time teaching assignment, the Superintendent shall grant such a request on the basis of the individual's seniority, certification and competency consistent with Article 23 of the master contract. Such a request will be made to the Superintendent by March 15.

5. Tenure:

Tenure shall be granted to job sharers as per state law (C.G.S. 10-151).

D. Salary and Benefits

1. Each teacher's salary as determined by the S.E.A. master contract will be prorated according to the percentage of time contracted.

2. Insurance Coverage:

The cost of insurance shall be prorated according to the percent of time contracted for each job sharer. The additional cost of insurance coverage shall be borne by the individual team member. Insurance arrangements must be clearly stated and understood by all parties.

3. Leaves:

Each job sharer shall be entitled to the same leaves as full-time teachers. Therefore, should a job sharer be absent from work during their part of the regular school day that absence shall be counted as absence equal to a regular school day. Compensation for leave days shall be at the individual's prorated rate of pay divided by the number of days in the work year as set forth in Article 14.B. Credit for unused sick leave shall be prorated.

E. Exclusions

All articles of the S.E.A. master contract shall be applicable to each job-sharing team except as modified by this agreement.

SIDE BAR AGREEMENT - TEACHING HOURS AND TEACHER LOAD*

The Somers Board of Education and the Somers Education Association agree that in the event that the optimum class sizes are exceeded due to increases in student enrollment, the Board agrees to establish a mediation committee with each of the following to represent one vote:

The Superintendent (1)

An Administrator (1)

Teachers directly affected by the increased enrollment (1)

The Association (1)

for a total of four (4) votes. The mediation committee will attempt to determine and implement alternatives that address the increased class size situation.

At the conclusion of the first year of the committee's existence, the committee shall conduct a self-evaluation to assess its effectiveness and make recommendations for improvement. A report shall be given to the Board based upon the committee's findings.

*See also Article 15, Teaching Hours and Teacher Load

SIDE BAR AGREEMENT - MENTOR, COOPERATING AND ASSESSOR TEACHERS

The Somers Board of Education and the Somers Education Association hereby agree as follows:

1. The Association hereby waives for the present time, any right it may have to demand bargaining over major terms or conditions of employment for mentor, cooperating and assessor teachers.
2. The Association reserves the right to demand bargaining over these matters at some future date.
3. Said waiver shall not be raised as a defense by the Board of Education to an Association demand to bargain over these matters at some future date.
4. The Board of Education does not, by this agreement, waive any claim it may wish to raise regarding the non-negotiability of such matters if the Association makes a demand to bargain over these matters at some future date.



Lumenos HSA Plan Summary

The LumenosSM HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care.

This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2013, contributions can be made to your HSA up to the following:

\$3,250 individual coverage

\$6,450 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$1,500 individual coverage

\$3,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum In-Network and Out-of-Network Providers

\$3,000 individual coverage

\$6,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

Complete the MyHealth Assessment online
Enroll in the MyHealth Coach Program
Graduate from the MyHealth Coach Program
Complete our Tobacco Free Program
Complete our Healthy Weight Program

You can earn:

\$50

\$100

\$200

\$50

\$50

Some eligibility requirements apply. See page 2 for program descriptions.

If you have questions, please call toll free 1-888-224-4896.

Group Gift Card

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Lumenos HSA Plan Summary

Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. One adult family member is eligible to earn \$50 per plan year. The health information you provide is strictly confidential.
- **MyHealth Coach:** If you qualify for the MyHealth Coach Program, you'll receive one-on-one assistance from a specially trained registered nurse to help you manage a health condition. Health conditions may include but are not limited to diabetes, asthma, depression, high blood pressure, heart disease and pregnancy. You'll receive \$100 for enrolling in the MyHealth Coach Program (one reward per covered person per year). You'll receive \$200 for achieving your health goals and graduating from the MyHealth Coach Program (one reward per covered person per year).
- **Tobacco Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco free. Participation is open to you and your covered family members age 18 or older, and includes counseling support and tools, including nicotine-replacement therapy coverage. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing this program.
- **Healthy Weight Program:** Our Healthy Weight Program is a personalized phone course designed to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of counselors (a registered dietitian and health educator) with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program. You and your spouse are eligible to receive \$50 (one reward per person per lifetime) for completing the program.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network insurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18, including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 16, or have been sexually active.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer
 H1N1 influenza type b
 Polio
 Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18, including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll free 1 888-224-4896.

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
 - Home health care services limited to 200 visits per member per calendar year.
 - Inpatient rehabilitative services limited to 100 days per member per calendar year.
 - PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
 - Inpatient hospitalizations require authorizations.
 - Your Lumenos HSA plan includes an unlimited lifetime maximum per member per calendar year for in- and out-of-network services.
- * For a complete list of exclusions and restrictions, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary



This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year of the Lumenos plan. If you join the plan mid-year or have a qualifying change of status, your actual benefit may vary.

When you receive your Health Plan card, it will state the amount of the gift card. This amount is considered a contribution to you. You should contact your broker for questions on this issue.

Additional limitations and exclusions may apply.



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If you have questions, please call to 1-free 1-888-224-4896.

CGH-SA579 w GC NGP (1/13)

Attachment 2



Full Dental Plan

The **Full Dental Plan** is designed to cover diagnostic, preventive and restorative procedures necessary for adequate dental health.

Covered services include:

- Oral Examinations
- Periapical and bitewing x-rays
- Topical fluoride applications for those under age 19
- Prophylaxis, including cleaning, scaling and polishing
- Repair of dentures
- Palliative emergency treatment
- Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)*
- Simple extractions**
- Endodontics – including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

* Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by the Dental Amendatory Rider A.

** Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by Dental Amendatory Rider A.

ACCESSING BENEFITS:

Participating Dentists Benefits.

When receiving care from one of over 1,800 Participating Dentists, the member simply presents an identification card showing dental coverage. The dentist bills us directly for all covered services.

For dental care provided by a participating Dentist, we pay the lesser of the dentist's usual charge or the Usual, Customary and Reasonable Charge as determined by us. The dentist accepts our reimbursement as full payment and may not bill the member for any additional charges.

Non-Participating Dentists Benefits

For covered dental services provided by a Non-Participating Dentist, in or out of Connecticut, we pay an amount equal to the dentist's usual charge or the applicable allowance for the procedure, as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute our health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield Full Dental Plan. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.



Dental Amendatory Rider A Additional Basic Benefits

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- ◆ Inlays (not part of bridge)
- ◆ Onlays (not part of bridge)
- ◆ Crown (not part of bridge)
- ◆ Space Maintainers
- ◆ Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- ◆ Apicoectomy

The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

ACCESSING BENEFITS:

Participating Dentists Benefits

Anthem Blue Cross and Blue Shield will pay the lesser of 50% of the dentist's usual charge or 50% percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

Non-Participating Dentists Benefits

In the event these services are rendered by a non-participating dentist, we will pay to the member the lesser of 50% of the dentist's charge or 50% of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross and Blue Shield Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.