

**CONTRACT AGREEMENT ON WORKING CONDITIONS**

**between**

**SOUTH WINDSOR BOARD OF EDUCATION**

**and**

**SOUTH WINDSOR EDUCATION ASSOCIATION**

**JULY 1, 2013 - JUNE 30, 2016**

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**PREAMBLE**

This Agreement is made by and between the SOUTH WINDSOR BOARD OF EDUCATION (hereinafter called the "BOARD"), and the SOUTH WINDSOR EDUCATION ASSOCIATION (hereinafter called the "ASSOCIATION"), affiliated with the Connecticut Education Association and the National Education Association

## ITEM I

### GENERAL

- A. This agreement is negotiated under Connecticut General Statutes, Section 10-153b to 153f, as amended, in order to fix for its term the salaries and other conditions of employment provided herein, and to encourage effective and harmonious working relationships between the Board and the professional staff, represented by the Association.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise concerning salaries and conditions of employment and accordingly herein agree upon a grievance procedure for the effective processing of such issues.
- C. The Board and the Association recognize the importance of stimulating responsible recommendations by the professional staff for the formulation of governing policy and improving curriculum, and accordingly agree that the professional staff will assist the Board through the chain of communications with such recommendations in exercising its responsibilities for continuing supervision and ultimate decision.
- D. The Board and the Association accept the provisions of this Agreement which they will cooperatively and, in good faith, honor, support, and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.
- E. Subject to the provisions of Section. 10-153b-f, as amended, the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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.
- F. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee or designated representative, professional or lay, whether or not a member.
- G. The provisions of this Agreement shall be binding upon both parties for the duration hereof, or until changed by mutual consent in writing.
- H. The Board and the Superintendent reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the South Windsor School System and its professional staff under governing law, rules and regulations - Municipal, State, and Federal.

## ITEM II

### RECOGNITION

- A. On October 25, 1966, a petition was submitted to professional employees of the Board in the unit described in Section B (below) to determine which, if any, teacher organization they wished to have represent them in negotiations with the Board, and the Association was duly designated as the representative of the employees of the unit. In these circumstances, the Board has determined that the provisions of Section 10-153b-f will properly be effectuated by entering into this Agreement with the Association as the exclusive representative of the employees in the unit.
- B. Subject to, and in accordance with, the provisions of Section 10-153b-f, the Board recognizes the Association for the purpose of professional negotiations as the exclusive representative of all certificated professional employees in the "teachers unit," as defined by statute.
- C. The Association will represent all members of the bargaining unit in accordance with State and Federal laws.

## ITEM III

### TEACHING HOURS AND TEACHER LOAD

The Board and the 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 school day. The teachers are, however, entitled to regular time and work schedules on which they can rely in the ordinary school day's schedule, and which will be fairly and evenly maintained to the extent possible throughout the school system. The schedules will be established annually by the administration. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above, and beyond contract requirements as aforesaid, the following schedules are hereby agreed upon:

#### A. Work Hours:

1. Teachers' normal school day shall not extend more than 20 minutes prior to opening times for students, nor more than 30 minutes after dismissal time for students for a total of 7 hours and 15 minutes. It is further understood that reasonable duty rosters may be administratively established to provide supervisory coverage for necessary extra duties required for smooth building operation. During the life of this contract, if the normal school day is lengthened beyond the hours in effect for the 2005-2006 school year, the Board shall compensate members of the bargaining unit at a rate of compensation based upon a prorating of their annual salaries equal to a percentage of the time the school day is extended.

## B. Work Year

1. The scheduled work year of teachers covered by the salary schedule other than new personnel, shall be the student school year plus 4 days without students. Following the establishment of the school year for students by the Board, the parties shall set the schedule of non-instructional days by mutual agreement or otherwise by statute. Days without students shall be used by teachers for professional development; these days shall be scheduled by the Board, not to exceed the total time of a regular teacher work day. Such professional development activities shall be planned with advice and assistance of the teachers employed by the Board, including representatives of the Association. Teachers shall be expected to be present at Open House except for reasons for which absence would be authorized on a normal school day.
2. Teachers whose duties have not been satisfactorily completed in the above-defined period shall satisfy duty requirements at no extra cost to the Board.

## C. Teacher Load

The assignment of teachers' schedules, Pre-K-12, shall be administratively established with both student and teacher welfare in mind. The following limitations shall be followed in establishing teachers' schedules:

1. Grades Pre-K-5 teacher load shall include those teaching duties necessary for the successful completion of the established criteria under class size guidelines established in Item VII. Grades Pre-K-5 teacher load shall include 200 minutes during each full week of the school year during which the only duty of the teacher shall be that of instructional preparation. Teacher preparation time shall not be used for PPTs or any other administration led meeting. Preparation time for less than full-time Pre-K-5 teachers shall be prorated.
2. Grades 6-12 teacher load shall include those teaching duties necessary for the successful completion of the established curricula under class size guidelines established in Item VII, except whenever feasible the maximum teaching load shall be no more than 5 teaching assignments of no more than 3 preparations, plus not more than 1 scheduled supervision duty per day, except as required in Item III, Section A, Work Hours. Where it is necessary for the administration to make an assignment which requires more than 3 preparations, an additional planning period will be provided where feasible. Teacher preparation time shall not be used for PPTs or any other administration led meeting.
3. Each certified employee of the Board shall have a duty free period for lunch, such period occurring within the individual school's scheduled lunch period.
4. The provisions of this item shall be subject to negotiations, should the Board change the scheduling of the student school day.

## ITEM IV

### TEACHING ASSIGNMENTS AND TRANSFERS

- A. All teachers shall be notified in writing of any changes in their programs and schedules for the ensuing year, including all available information on their assignments as soon as practical, but not later than the last scheduled day of school. In the cases of unforeseen changes in circumstances prior to the opening of school, assignments may be changed to meet the situation. No teacher shall be normally assigned to areas outside the scope of his/her certification.
- B. Teachers desiring a change in grade and/or assignment shall file a written statement of such desire with the Superintendent no later than March 1. The statement shall contain the change desired and reason(s) for the change. In determination of assignments and transfers, requested or not, the convenience and wishes of the teacher will be honored to the extent that these considerations do not conflict with the best interest of the school system and pupils. Disposition of requests for transfer shall be made known not later than June 1.
- C. Reassigned and/or transferred teachers have a period of 10 working days or 14 calendar days, if it occurs during the summer, in which to contest the new assignment to the Superintendent. The Superintendent's decision shall be final. Summer notification of reassignment or transfer will be made by registered mail.

## ITEM V

### VACANCIES

All vacancies in positions in the bargaining unit caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled according to the following procedure:

- 1. In addition to whatever publicity is given outside the system, such vacancies shall be adequately publicized, including a notice in every school by posting, as far in advance of the date of filling such vacancy as possible; at least 10 working days in advance. This requirement is subject to waiver by the Association president.
- 2. Teachers who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.
- 3. Vacancies shall be filled on the basis of fitness for the vacant post, provided, however, that where two or more applicants are equal in fitness, where it will best serve the system, advancement from within the system is hereby considered desirable.



All appointments to the aforesaid vacancies and openings shall be made without any discrimination prohibited by law.

## **ITEM VI**

### **TEACHER FACILITIES**

The Board will provide each school building as determined by the administrator and approved by the Board:

1. Space in each classroom in which teachers may safely store instructional materials.
2. Teacher area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A furnished room to be used as a faculty lounge. Said room to be in addition to the aforementioned teachers' area.
4. A system whereby teachers can effectively and expeditiously communicate with the school office in the event of an emergency.

## **ITEM VII**

### **CLASS SIZE**

A. The Board and the Association recognize that class size is an important factor in good education. The recommended class size shall be determined after consideration of the nature of the subjects taught, grade level, requirements of the students' IEPs and the classrooms and teachers available. Though a considerable range shall be allowed to accommodate those factors, as a matter of policy, class sizes shall be in accordance with Board Policy 6151, as follows:

1. Grades Pre-K-3 shall be no larger than 24 students.
2. Grades 4-5 shall be no larger than 26 students.
3. Grades 6-12, the maximum desirable size shall be 25.

In addition to Board policy:

4. No study situation shall have a ratio of more than 60 students to 1 teacher.
5. Special education classes shall be determined in accordance with State Board of Education guidelines and the requirements of each student's IEP.

6. Classes containing concentrations of low performing pupils shall be reduced in size as rapidly as practicable to a number which permits optimum learning opportunities for such pupils.
- B. The foregoing standards are subject to modification in order to avoid split-grade classes or half-classes, or to provide for specialized or experimental instruction; e.g., music, art, team-teaching, typing classes, and physical education.

## **ITEM VIII**

### **LEARNING MATERIALS**

- A. The Board will insure that each pupil in a classroom is supplied with learning materials necessary for his curriculum as determined by the administrator and approved by the Board.
- B. Recommendations to the Board by the Superintendent for selection and change of learning materials shall be made with the involvement of staff, department chairpersons, principals, and the Superintendent.

## **ITEM IX**

### **PROTECTION**

- A. Teachers shall immediately report to their principal in writing all cases of assault suffered by them in connection with their employment stating cause and handling of same.
- B. Such report shall be forwarded to the Superintendent.
- C. If civil proceedings are brought against a teacher alleging that in the course of his/her employment he/she committed an assault or other willful or negligent act resulting in damage to a person or to property, the Board will provide the teacher with protection in accordance with Section 10-235 of the General Statutes.
- D. Whenever a teacher is unable to perform his/her duties as a result of personal injury caused by assault arising out of or in the course of his/her employment, the Board shall protect and save harmless said teacher from financial loss and expense according to Connecticut General Statutes, Section 10-236a. The Board may secure at its own expense, a physical examination by a competent physician of its own choice for the purpose of determining the nature of the injury and the extent of the incapacity.

**ITEM X**  
**SICK & PERSONAL LEAVE**

A. Leave Days Due to Sickness

1. In case of absence because of personal injury or sickness, a substitute, if available, shall be provided and no salary deductions shall be made for a period of not to exceed 15 days per school year and cumulative to the number of days defined as the teachers' work year.

Teachers may use up to three sick days for sickness in the immediate family that requires the teacher to be absent from work.

Part-time teachers shall accrue sick leave that is pro-rated. When a part-time teacher moves to a full time position all accumulated sick leave days will convert to full time weight, and vice versa.

2. In individual cases, taking into account personal hardship, the nature of illness, the circumstances involved, and the service record of the teacher concerned, the Board, upon the recommendation of the Superintendent, may grant an additional extension, not exceeding 90 days, beyond these specified limits. Payments shall be made during this period on the basis of the teacher's regular salary less current single per day rate for substitutes for the period granted.
3. Upon separation from the service of the Board for any reason except retirement under the State Teachers' Retirement Fund Plan, no payment shall be made on account of unused accrued sick leave. In case of retirement under the State Teachers' Retirement Fund Plan, teachers who provide written notification of retirement (which shall be irrevocable) on or before December 1 of any year that he/she will retire at the end of the school year or six calendar months prior to the teacher's planned retirement date if the teacher will retire in the middle of the school year shall be eligible for payment of accrued sick leave as follows: The teacher shall be paid for one-third sick leave days accrued to his/her credit and for one-third of the days of the current year's entitlement which are not used. The per diem rate to be paid the teacher shall be computed as 1/186 of his/her annual salary rate for the year immediately preceding retirement.

For budgeting purposes, teachers may be surveyed in September as to whether or not they may retire at the end of the following year. A positive answer to this survey shall not be considered an irrevocable notice of retirement. If a teacher does not indicate on the survey that she or he intends to retire, but then exercises that right as per the above, said teacher shall be paid in July of the year of retirement. Any teacher who fails to provide notification on or before December 1 (for those retiring at the end of the year) or six months prior to retirement (for those retiring in the middle of the year) shall not be eligible for any payment of accrued sick leave.

**NOTE:** In the event of unforeseen personal circumstances which compel a teacher to give notice of intent to retire after December 1<sup>st</sup>, the Superintendent may waive this condition upon review of the reasons. Such request should be provided in writing.

Irrespective of any such notice, upon death of the teacher, the spouse of the teacher, or in the event that there is no then surviving spouse, the issue of the teacher, the estate of the teacher shall be paid for one-third the sick leave days accrued to his/her credit. The per diem rate to be paid the teacher shall be computed as 1/186 of his annual salary rate for the year immediately preceding retirement.

4. Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including, but not limited to, Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay, but with benefits. Such teacher shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.

**B. Leave Days for Personal Reasons**

1. With the understanding that advance notification be given whenever possible, a total of 5 days without salary deduction will be allowed, but will not accumulate from year to year for the following:
  - a. Religious holy days - not to exceed 3 per year.
  - b. Emergency or severe illness in immediate family.
  - c. Death in the family or attendance of funerals.
  - d. Marriage (self, children, parents, siblings, and siblings of spouse) not to exceed two days for each occurrence.
  - e. Attendance of graduation exercises (self, spouse, son, daughter).
  - f. Birth of teacher's child or grandchild.
  - g. Adoption of child by teacher.
  - h. Personal business that cannot be transacted outside of regular school hours (reason must be stated).
  - i. Legal reasons - attendance in court, or other legal demands outside the employee's control.

- j. Personal business that cannot be transacted outside of regular school hours (no reason must be stated). Only two days per school year may be used for this reason. Although the specific reason for this type of leave shall not typically be required, information regarding the reason may be required if abuse is suspected.
2. In extenuating circumstances, days, other than those covered by this portion of this Agreement, may be granted without salary deduction at the discretion of the Superintendent.
3. No days without salary deductions shall normally be granted immediately prior to or following a school holiday or vacation.

### C. Sick Leave Bank

1. Effective from July 1, 2013 until June 30, 2016, a Sick Leave Bank will be established on a trial basis to aid teachers whose sick leave has been exhausted due to a prolonged catastrophic illness of the teacher. At the beginning of each school year, each member of SWEA shall have the option to join the Sick Leave Bank by contributing up to two (2) days from his/her sick leave accumulation. The maximum number of days which can be drawn from the Sick Leave Bank per school year is three hundred twenty five (325) days.
2. Each teacher in the South Windsor School System may be permitted on written application to the Superintendent to draw up to sixty (60) days against the bank after his/her own accumulated sick leave, personal leave and workers' compensation benefits (if applicable) have been exhausted.
3. The following conditions shall apply:
  - a. Each member who contributes to the Bank at the beginning of the school year shall be considered a member for that school year. Only members may apply to draw days from the bank.
  - b. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
  - c. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
  - d. As part of the teacher's application for use of the banked leave, the teacher must provide acceptable medical certification documenting the prolonged, catastrophic illness of the teacher that necessitates the leave.
  - e. If the bank is depleted, no leave may be granted to applicants.

- f. Teachers whose requests to draw from the bank are approved shall be paid the difference between the teacher's per diem rate for the approved days and the daily substitute teacher rate.
4. The Association shall be represented in the review of sick bank applicants by a committee of three Association members. It is understood that the Superintendent or his/her designee, who makes the final decision, will consider the input from the three Association members.
5. This provision shall sunset on June 30, 2016 and shall not appear in any successor contract between the Board and the Association. Days contributed to the bank shall be forfeited to the bank once contributed and shall not be returned to employees on June 30, 2016.
- 6.

## **ITEM XI**

### **LEAVE OF ABSENCE AND PROFESSIONAL DAYS**

#### **A. Maternity/Child Bearing Leave**

##### **1. Pregnancy and Child Bearing Leave**

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, 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. Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as an employee is determined by her physician to be disabled from performing the duties of the job because of pregnancy or conditions attendant thereto.
- d. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- e. Employees requesting child bearing leaves shall submit not less than 30 days written notice of the anticipated date of ending performance of duties.

- f. The teacher is required to return to work as soon as her personal physical condition allows. If the teacher is unable to return within 6 weeks after delivery, a statement, specifically noting the teacher's condition, including a date as to when the teacher will be physically able to assume her regular duties, must be received from the teacher's physician.
- g. Pregnancy or childbirth may not be the basis for termination of employment or compulsory resignation.

## B. Child Rearing Leave

- 1. Any certified professional employee shall be entitled upon written request submitted to the Superintendent, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonably requested portion thereof, in which the child is born, adopted, or fostered, and for one additional school year if requested by the employee. This leave benefit shall be limited to four separate requests or a total of thirty school months of absence during a teacher's employment with the Board, whichever occurs first.
- 2. Child rearing leave, like other extended leaves, shall be subject to the following provisions:
  - a. Employees requesting leave shall submit a written notice not less than 30 days from the anticipated date of ending performance of duties.
  - b. The cost of insurance and other employee fringe benefits, including payments to the State Teachers' Retirement System, if continued, shall be paid for in full by the employee. Any accumulated sick leave not used will not be lost due to any other leave granted by the Board.
  - c. Failure to notify the Superintendent in writing of the teacher's intent to return by the April 30<sup>th</sup> prior to the termination of the leave shall constitute a resignation of employment. Any teacher on child rearing leave, who plans on returning at the conclusion of the leave and provides such notice, shall be guaranteed all the rights under this Agreement and under the Fair Dismissal Law, Section 10-151, for the period of time such teacher is on leave.

### C. Professional Study

1. Tenured teachers with previous satisfactory ratings may request professional study by applying to the Superintendent on or before December 1 of the school year prior to when they desire leave for professional study. Upon approval by the Superintendent, the teacher may be allowed up to two (2) school years leave of absence for full time study, provided the study is at a recognized institution and will further the professional qualifications of the teacher. If the teacher requests professional study and then is not accepted to the program, the teacher may withdraw the request for leave any time prior to April 30th. Upon completion of the leave, the teacher will be returned to a position and will be given credit for the time in his/her study, provided he/she fulfilled the requirements of the work. Failure to notify the Superintendent in writing of the teacher's intent to return by April 30<sup>th</sup> prior to the termination of the leave shall constitute a resignation of employment.

### D. Exchange Teacher

1. An exchange teacher position is intended to be an opportunity for reciprocal exchanging of ideas, methods and philosophies, and should provide South Windsor with an additional depth of experience, as would a year of graduate study. An "exchange teacher" is a bilateral swapping of teachers between school systems.
2. Upon approval by the Superintendent, a teacher can be allowed a maximum of 2 years time as an exchange teacher, and will receive appropriate step-level credit upon return to South Windsor for the satisfactory time spent teaching full time at another school.

### E. Professional Days

1. Time may be allowed for attendance at conventions, participation in education evaluation, school visiting days, and other forms of professional improvement and service, without pay deduction. Prior written approval must be secured from the Superintendent before commitments are made. Request for above shall be filed as early in the year as possible; priorities to be left with the Superintendent.

### F. Jury Duty

1. Any teacher who is called for jury duty shall receive the necessary leave to fulfill this obligation. This leave shall not be deducted from any other leave stated in this agreement. The teachers shall receive a rate of pay equal to the difference of the professional salary and the jury fee.



## G. Extended Leaves of Absence

1. Any teacher, upon written request to the Superintendent, and with the approval of the Board may be granted an unpaid leave of absence. A leave of absence may be for up to 2 years. Failure to notify the Superintendent in writing of the teacher's intent to by April 30<sup>th</sup> prior to the termination of the leave shall constitute a resignation of employment

## H. Benefits

1. All benefits to which the teacher is entitled at the time the leave is granted shall be restored upon the teacher's return to employment.
2. Any teacher granted a leave of absence (other than a childbearing or sabbatical leave) by the Board may participate in the full fringe package by paying 100% of the group premium to the agent of the Board at such reasonable billing schedule as determined by that agent.

## I. Adoption

1. Up to 6 weeks paid leave may be available for use to teachers adopting a child. Teachers requesting such leaves shall submit a written notice of the anticipated date to the Superintendent.

- J. With due regard for student educational interests, upon request, the Superintendent may grant the Association President reasonable release time to fulfill professional responsibilities that cannot be conducted outside of school hours.

## **ITEM XII**

### **SABBATICAL LEAVE**

Desiring to recognize professional performance and to encourage independent research, growth and development; sabbatical leaves for professional personnel may be granted by the Board upon recommendation of the Superintendent, subject to the following conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31 of the year preceding the school year for which the sabbatical leave is requested. The deadline of December 31 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.
2. A limited number of sabbatical leaves for professional personnel will be allowed each school year.

- b. The purposes of a sabbatical leave are broader than the advancement towards a Ph.D.
  - c. A sabbatical may be denied, but not for reasons that are arbitrary. The Board may consider the cost of any sabbatical request in making its decision.
3. Applicants requesting sabbatical leave must show benefit of the leave to the South Windsor School System. This should be documented in letter form to the Superintendent.
  4. The applicant holds a Professional Educator Certificate and has completed 7 consecutive school years of service in the South Windsor Schools.
  5. Professional personnel on sabbatical leave will be paid up to 75% of their salary. Each year of service beyond tenure will entitle the applicant to 15% of his salary up to 75% of the contract rate in effect during such leave.
  6. Sabbatical leave shall be either for a full or one-half academic year. In the event that completion of the sabbatical leave is made impossible by illness or injury, salary payments will be continued beyond the date such disability is incurred for a period equivalent to the sick leave credit accrued by the teacher.
  7. The applicant understands there is an obligation to return to employment in South Windsor for at least 1 full year for each half year used for sabbatical leave. As a condition of receiving payments pursuant to paragraph 5 of this Item, the teacher must sign a promissory note, stating that if he/she leaves the employ of the Board of Education within one year of the date of the promissory note, she will re-pay the Board the full cost of the payments received and if he/she leaves the employ of the Board within two years of the date of the promissory note, she will re-pay the Board fifty percent (50%) of the cost of any payments received. This promissory note shall be null and void, and the money will not have to be repaid, if the teacher separates employment because of death, serious illness, or other situation beyond the teacher's control.
  8. Personnel returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though such individuals had been in active service in the system for the year of sabbatical leave. They shall maintain all accrued benefits provided for in the provisions of this agreement.
  9. During the period of sabbatical leave, regular monthly retirement deductions will be made in accordance with the State Teachers Retirement Board from the teacher's salary by the Board, plus any other deductions authorized by the teacher.
  10. Teachers on sabbatical leave will also receive any benefits provided for in the provisions of this contract for the period of time such teacher is on leave.

## ITEM XIII

### MISCELLANEOUS

#### A. Discrimination

1. No party to this agreement shall discriminate, in any way, against any teacher by reason of his membership or non-membership in, or participation in, or non-participation in, the activities of the Association or any other employee organization.

#### B. Personnel File

1. Disclosure of the contents of a teacher's personnel file shall be subject to the provisions of the Freedom of Information Act. Notwithstanding the foregoing, records of teacher performance and evaluation shall be confidential in accordance with Conn. Gen. Stat. 10-151c at the option of the teacher. The teacher shall have the right to review the contents of the file, and to copy any items in the file, after making an appointment with the Personnel Office. All requests will be honored within 3 working days of receipt of the request. All requests must be made in writing and will become part of the personnel file.

#### C. Unpaid Leave

1. Days of absence for which no paid leave is available shall result in the deduction from the teacher's annual salary of 1/number of days in work year as defined by Item III.B.1.

#### D. Procedural Guarantee

1. No teacher shall be denied an increment, or annual salary increase, issued a written reprimand, or suspended without pay without just cause.

#### E. Board Policy Revision

1. At the beginning of each school year, a copy of the complete text of the Board's "Rules of Order and Policy" will be given to the President of the Association. In addition, a copy of the changes or updating of the document will be sent in a timely manner to the President of the Association.
2. The Board shall make available to the teachers in each building the complete text, changes, and updates of its "Rules of Order and Policy" by placing a copy of same in the principal's office of each building.

## ITEM XIV

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A "grievance" is a complaint by a teacher or a group of teachers based on an alleged violation, misinterpretation, misapplication of:
  - a. Any of the provisions of this agreement.
  - b. Any existing policies, rules, or regulations of the school district.

Grievances defined under A.1.b. (above) shall terminate at Level Three and shall not be subject to arbitration. Judgments or evaluations concerning withholding of increment or termination are not to be considered a basis for grievance.

2. The term "teacher" is considered to mean the Association and/or any certificated professional employee below the rank of assistant/associate principal. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. An "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the claim, and any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.
5. The term "days" shall mean days when school is in session.
6. "Association" shall mean the South Windsor Education Association.
7. The "Board" shall mean the Board of Education of the South Windsor School System.

#### B. Purposes

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

3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association at any time.
4. Any certificated professional employee, or group of such employees, shall have the right at any time to present any grievance to such persons, and through such channels as are designated for that purpose.

#### C. Time Limits

1. If a teacher or the Association does not file a grievance within 15 school days after the teacher or the Association knew, or could with diligence have known, of the condition which prompted the grievance, the right to file such grievance shall be waived.

#### D. Structure

1. The Association shall designate annually a school representative for each school chosen in such manner as may be determined by the Association.
2. The Association shall maintain a Professional Rights and Responsibilities Committee (hereinafter referred to as the "P.R.&R." Committee), which shall be broadly representative of teaching levels and areas, and shall be constituted in such manner as may be determined by the Association.

#### E. Informal Procedures

1. If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with his/her principal, administrator, or supervisor to whom he/she is directly responsible, in an effort to resolve the problem informally.

#### F. 1. Level One - School Principal

- a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, he/she may present the claim as a written grievance with the Chairperson of the P. R. & R. Committee, who will then file it with the principal or other appropriate administrator.
- b. The principal shall, within 7 days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher, with a copy to the Association.

#### 2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within 7 days after

presentation of the grievance, he/she shall file the grievance in writing with the Chairperson of the P.R.&R. Committee within 7 days after the decision at Level One or 14 days after the complaint was presented, whichever is sooner. A copy of this filing shall be simultaneously submitted to the Superintendent of Schools. Within 7 days after reviewing the written grievance, the Chairperson shall refer it in writing to the Superintendent.

- b. The Superintendent shall consider the grievance at this level of the grievance procedure. Within 7 days after the receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved teacher and an Association representative in an effort to resolve the grievance.

### 3. Level Three - Board of Education

- a. In the event that the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, or in the event no decision has been rendered within 7 days after he/she has first met with the Superintendent, he/she shall file the grievance in writing with the Chairperson of the P. R. & R. Committee within 7 days after a decision by the Superintendent, or 14 days after he/she has first met with the Superintendent, whichever is sooner. The teacher shall also simultaneously so file the grievance with the Superintendent of Schools.
- b. Within 7 days after receiving the written grievance, the Chairperson of the P.R. & R. Committee may refer it to the Board. The Board, at its next regularly scheduled meeting or within 7 days after the receipt of the grievance, whichever is later, shall meet with the aggrieved teacher and the P.R. & R. Committee for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept upon the prior written request of the Association.

### G. Level Four - Arbitration

1. In the event that the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, or in the event no decision has been rendered within 7 days after he/she has met with the Board, or 14 days after he/she has met with the Board, whichever is sooner, request in writing that the P.R.&R. Committee submit his/her grievance to arbitration, provided, however, that the alleged grievance is as defined in Item XV A.1. If the P.R.&R. Committee determines that the grievance is meritorious, it may, by written notice to the Board, submit the grievance to arbitration within 21 days after receipt of a request by the aggrieved teacher. The decision to submit the grievance to arbitration is the responsibility of the P.R.&R. Committee.
2. Within 14 days after written notice to seek arbitration has been given to the Board, the Association shall submit a demand for arbitration to the American Arbitration Association in Hartford, CT. Selection of an Arbitrator shall be in accordance with the voluntary Rules for Labor Arbitration of the American Arbitration Association.

3. The Arbitrator, so selected, shall hold hearings promptly, and unless extended by mutual agreement, shall issue his/her decision not later than 30 days from the date of the closing of the hearings; or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The Arbitrator shall hear only one grievance at a time, unless the parties agree otherwise.

The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall derive his/her authority from the Agreement, and shall be without power or authority to alter, amend, delete, or discard provisions of the Agreement.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board and to the Association and, subject to law, shall be final and binding.

4. The cost for the service of the Arbitrator, including per diem expenses, if any, actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

#### H. Rights of Teachers to Participate

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the P. R. & R. Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Level One, Level Two, Level Three, and Level Four of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the procedure.

#### I. Miscellaneous

1. If, in the judgment of the P.R.&R. Committee, and grievance affects a group of teachers, the P.R.&R. Committee may submit such grievance in writing to the Superintendent.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and the reasons therefore.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. Forms for filing and processing grievances, and other necessary documents, shall be prepared jointly by the Superintendent and the Association school representatives, and the P.R. & R. Committee to facilitate operation of the grievance procedure.
5. 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.
6. 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.

## **ITEM XV**

### **SALARY PAYMENT AND DEDUCTIONS**

#### **A. Methods of Salary Payment**

1. The teachers will receive 22 checks during the school year, from September to June, in accordance with the pay dates established for the fiscal year.
2. The teacher salary shall be paid in either of the following methods:
  - a. There will be 21 checks equal to 1/26 of the annual salary for each pay period, and a final check equal to approximately 5/26 of the annual salary.
  - b. There will be 22 checks equal to approximately 1/22 of the annual salary for each pay period.
3. Written notification of a teacher's choice of method of payment shall be made to the Payroll Department no later than 30 days prior to the first scheduled pay period for teachers.
  - a. Once the election is made for method A.2.a. or A.2.b (above), this method of payment will be followed for the fiscal year.
  - b. Unless written notification (as defined in A.3. above) is received, the teacher's method of salary payment will not be changed from the method used the previous year.



## B. Agency Fees - Dues Deduction and Service Fee Deduction

### 1. Conditions for Continued Employment

All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be established annually by the Association. Said service fee shall be equal to the proportion to underwrite the cost of collective bargaining, contract administration, and grievance adjustment.

### 2. Deductions

The Board agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. Deductions shall be made in 18 equal installments (October through June) for membership dues and 12 equal installments (January through June) for teachers paying the service fee.

The Board's Agent shall not be required to honor, for any month's deduction, any authorizations that are delivered to him later than 2 weeks prior to the distribution of the payroll from which the deductions are to be made. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the opening of school each year.

### 3. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.

### 4. Forwarding of Monies

The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with each check a list of teachers for whom such deductions were made.

### 5. Lists

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

## 6. Reference to Association

The singular reference to the "Association" herein shall be interpreted as referring to the South Windsor Education Association, the Connecticut Education Association, and the National Education Association.

## 7. Indemnification

The Association agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability including attorney's fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this article.

## C. Other Deductions

1. The Board agrees, through its agent, to deduct from the teachers' salaries amounts authorized by teachers for payment to the First New England Federal Credit Union and/or other payments to such tax sheltered annuity programs, or other programs mutually accepted for such deductions by the Board and the Association.
2. Deductions covered by C.1. (above) shall be transmitted to the proper authorized agent of said programs by the Agent of the Board within 2 working days.
3. Deductions covered by C.1. (above) shall be deducted and transmitted, according to the pay schedule of the personnel involved - 10, 11, or 12 month employees.

## ITEM XVI

### **DURATION/SEVERABILITY**

#### A. Duration

The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force for a period of three years from such effective date, until June 30, 2016. This Agreement, or specific items or parts therein, may be altered only by mutual agreement to renegotiate same. This contract may be renewed and continued for successive periods of 1 year each by mutual agreement of the Board and the Association entered into before the start of each renewal period.

#### B. Severability

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

## ITEM XVII

### OCCUPATIONAL SAFETY AND HEALTH ACT

All employees of the Board of Education, including teachers, are subject to the rules and regulations of the Occupational Safety and Health Act (OSHA). It is the responsibility of the Administration to keep the professional staff informed of any of said rules and regulations that apply to the professional staff.

## ITEM XVIII

### SALARIES AND FRINGES

- A. It is hereby stated that increments on a given salary schedule and adjustments to new salary schedules are automatic, but may be denied by the Board on recommendation of the Superintendent. Said increments and adjustments indicate satisfactory completion of the previous year's work and professional growth has been accomplished. Such satisfactory work and growth shall allow said teacher to progress on the professional schedules, one step each year, until the stated maximum of such schedule has been reached. Teachers must have been employed as a teacher in South Windsor, or some other school system, during the current school year for 5 school months or more in order to be eligible for advancement on the schedule the following September.
- B. If there are any changes in the school year by the Board, or State of Connecticut (number of days), the Board and the Association will negotiate the impact in accordance with the procedures of the Teacher Negotiation Law.
- C. Retirees from the South Windsor System who are not participating in Medicare Part A are entitled to enroll in the following group insurance plans by properly informing the agent of the Superintendent of such enrollment in accordance with and subject to the limitations of statute:
  - 1. The same group health insurance and group dental plan as is available to active employees.
  - 2. Retirees employed prior to July 1, 1991 may continue to participate (up to age 65) in the group life insurance plan, at their own expense, up to an amount equal to one-half the dollar amount of salary at the time of retirement

The retiree shall pay the full group rate to the Board at such reasonable billing schedule as determined by the Board.

- D. At the discretion of the Superintendent, additional steps on the salary schedule may be granted for prior full-time experience that better qualifies a teacher for his/her teaching

assignment including but not limited to previous work experience, service in the military, Peace Corps and Americor.

E. For the purpose of salary schedule determination:

The salary schedule is provided below. Step movement will occur for teachers not at maximum in 2013-14 and 2015-16. There shall be no step movement in 2014-15.

<b>2013-14 SALARY SCHEDULE</b>					
<b>Step</b>	<b>Bachelor</b>	<b>Step</b>	<b>Master</b>	<b>Step</b>	<b>Sixth Yr</b>
1-4	\$46,014	1-5	\$51,581	1-5	\$56,992
5	\$46,545	6	\$52,114	6	\$57,528
6	\$48,273	7	\$53,885	7	\$59,318
7	\$49,465	8	\$55,162	8	\$60,623
8	\$51,315	9	\$57,156	9	\$62,648
9	\$53,944	10	\$59,887	10	\$65,419
10	\$56,811	11	\$63,009	11	\$68,586
11	\$60,443	12	\$66,953	12	\$72,585
12	\$64,485	13	\$71,385	13	\$77,074
13	\$68,394	14	\$75,293	14	\$80,983
14	\$72,303	15	\$79,203	15	\$84,893
15	\$75,814	16	\$83,717	16	\$89,310

<b>2014-15 SALARY SCHEDULE</b>					
<b>Step</b>	<b>Bachelor</b>	<b>Step</b>	<b>Master</b>	<b>Step</b>	<b>Sixth Yr</b>
1-4	\$46,819	1-5	\$52,484	1-5	\$57,989
5	\$47,360	6	\$53,026	6	\$58,535
6	\$49,118	7	\$54,828	7	\$60,356
7	\$50,331	8	\$56,127	8	\$61,684
8	\$52,213	9	\$58,156	9	\$63,744
9	\$54,888	10	\$60,935	10	\$66,564
10	\$57,805	11	\$64,112	11	\$69,786
11	\$61,501	12	\$68,125	12	\$73,855
12	\$65,613	13	\$72,634	13	\$78,423
13	\$69,591	14	\$76,611	14	\$82,400
14	\$73,568	15	\$80,589	15	\$86,379
15	\$77,141	16	\$85,182	16	\$90,873

2015-16 SALARY SCHEDULE					
Step	Bachelor	Step	Master	Step	Sixth Yr
1-4	\$47,521	1-5	\$53,271	1-5	\$58,859
5	\$48,070	6	\$53,821	6	\$59,413
6	\$49,855	7	\$55,650	7	\$61,261
7	\$51,086	8	\$56,969	8	\$62,609
8	\$52,996	9	\$59,028	9	\$64,700
9	\$55,711	10	\$61,849	10	\$67,562
10	\$58,672	11	\$65,074	11	\$70,833
11	\$62,424	12	\$69,147	12	\$74,963
12	\$66,597	13	\$73,724	13	\$79,599
13	\$70,635	14	\$77,760	14	\$83,636
14	\$74,672	15	\$81,798	15	\$87,675
15	\$78,298	16	\$86,460	16	\$92,236

F. Earning a Master’s Degree from an accredited college or university in a program of at least 30\* hours after earning a Bachelor’s Degree shall qualify a teacher-for placement on the Master’s Schedule.

Earning a second Master’s Degree, or holding a Master’s Degree of not less than 60 credits, or earning a Sixth Year Certificate from an accredited college or university in a program of at least 30\* hours in addition to a Master’s Degree, shall qualify a teacher for placement on the Sixth Year Schedule

Courses taken in a planned program of studies traditionally used by teachers for advanced salary placement (e.g. psychology, political science, social sciences, education courses and substantive courses taught; e.g., English, mathematics, art, history, foreign language, geography, etc.) need not receive approval by the Superintendent.

Courses taken in a planned program of studies (e.g., MBA, Law, etc.) but not usually related to education need prior approval of the superintendent.

Courses taken that are not in a planned program need prior approval by the Superintendent.

## GRANDFATHER CLAUSE:

ITEM XIX pertains to all members of the bargaining unit hired on or after July 1, 2000. Staff members hired prior to July 1, 2000, who are receiving Master's pay or Sixth level pay for earning 30 hours in a planned program shall continue to receive credit on the salary schedule for this work. Any member hired prior to July 1, 2000, who is in a 30 hour traditional\* planned program *as of* July 1, 2006 shall receive Master's credit or Sixth Year credit on the salary schedule upon successful completion of his/her program.

\*A traditional planned program or a program that has received prior approval from the Superintendent.

## Notification of Level Change

Teachers completing requirements for an advanced degree that would qualify them for a Level change must provide written notice plus evidence of completion\*\* to the personnel office by September 1<sup>st</sup> to be eligible for the pay raise to be in effect for the entire school year. Teachers who provide evidence after that date or complete course work in the fall semester are eligible for a pay increase to commence in January of the same school year provided that they submit evidence of completion\*\* by January 1<sup>st</sup>.

\*\* Evidence to be presented must include, college/university official transcript; however, in the event that the college/university has not released the official transcript by the date required, the teacher may submit a letter from an authorized official of the college/university attesting to completion. The teacher is expected to send the official transcript as soon as it becomes available.

## G. Merit - Career or Master Teaching

The Career and Master plan is eliminated as of July 1, 1977, with the following agreement:

### Grandfather Clause

All teachers who received career or master salary differentials in 1999-00 shall continue to receive them until they leave the district's employ.

## H. Fringe Benefits

1. The following fringe benefits are available providing that the teacher has submitted a response to the annual fall survey conducted by the personnel office indicating his/her intentions/expectations to complete the following within the next fiscal year:
  - A. Incentive payment for completing the first 15 hours of an advanced degree in a planned program from an accredited college or university traditionally used by teachers for advanced salary placement (see Item XIX (F) for detail.) while in the Board's employ.

The Board shall reimburse the teacher up to 3 times the cost of a 3 hour graduate level course at the University of Connecticut to a teacher providing that the teacher has presented evidence of completion\* no later than June 1<sup>st</sup> and submits a reimbursement request within three months of completion of the course. Teachers hired on or after July 1, 2013 shall not be eligible for this benefit.

- B. Course Reimbursement (annual eligibility) for teachers employed by the Board for 5 years.

Teachers on the MA and 6th level, who have been employed by the Board for 5 years, upon presentation of evidence of course completion\* at an accredited college or university, shall be reimbursed an amount not to exceed the resident rate for a 3 hour graduate course at the University of Connecticut per teacher for each year of the contract. Such courses must have prior approval of the Superintendent. Teachers must be notified of whether or not the course has been approved within twenty (20) business days of the request. Evidence of completion and receipts for payment made by the teacher for the course must be presented no later than June 1<sup>st</sup> and any reimbursement request must be submitted within three months of completion of the course.

- C. National Board Certification for teachers who have prior approval of the Superintendent to commence the process.

Upon presenting evidence of National Board Certification conferred by the National Board for Professional Teaching Standards, the teacher will be reimbursed for out of pocket costs of obtaining such certification, not to exceed 3 times the cost of a 3 hour graduate course at the University of Connecticut. Evidence of certification and receipts for payment related to such certification must be submitted no later than June 1<sup>st</sup> provided that any payment request must be submitted within three months of attaining such certification.

\* Evidence to be presented must include, college/university official transcript; however, in the event that the college/university has not released the official transcript by the date required, the teacher may submit a letter from an authorized official of the college/university attesting to completion. The teacher is expected to send the official transcript as soon as it becomes available.

2. After Professional Educator Certification has been completed, the Board will reimburse any teacher for any course taken which was requested by the Board.
3. The Board shall offer individual, two-person or family health and dental insurance coverage to teachers under one of the two health insurance options set forth below, subject to the cost sharing arrangements described within this article.

One insurance plan that the Board will offer will be the preferred provider health plan and dental plan.

Effective July 1, 2013, the preferred provider (PPO) plan shall be modified to include the following components:

Office visit co-pay: \$25 specialist/ \$25 office visit  
Urgent Care co-pay: \$50  
ER co-pay: \$100  
Hospitalization Co-pay: \$250  
Outpatient Co-pay: \$150  
Prescription: Three Tier Formulary (PS2): \$5/\$20/\$40  
30 day supply retail/ 90 day mail order (2x co-pay)

Effective January 1, 2014, the Board shall also offer a High Deductible Health Plan with a Health Savings Account (HSA) including the following components:

Annual Deductible: \$2,000/\$4,000  
Co-insurance: 20% after deductible for out of network  
Co-insurance max: \$2,000/\$4,000

The Board will fund 50% of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments starting January 1, 2014. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The premium cost share for all plans (PPO and HSA) shall be as follows:

2013-2014	BOE pays 81%	Teacher pays 19%
2014-2015	BOE pays 80%	Teacher pays 20%
2015-2016	BOE pays 79%	Teacher pays 21%

Part-time (teachers who work less than 50%) teachers shall receive health benefits on a pro-rated basis. Any teacher who works 50% or more shall be considered full-time for health insurance benefits.

The Board of Education may change the identity of the carriers (or third party administrators) identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing carriers (or third party administrator) under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the change and the reasons for the change. Any changes in carrier (or third party administrator) must provide substantially



equal or better benefits, administration and network to the members of the bargaining unit and their dependents, considering the plan as a whole. If during the thirty day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will result in substantially equal or better considering the plan as a whole. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Any change in family size (marriage, birth, ineligible children, divorce, death) should be reported in writing to the Personnel Office within 30 calendar days maximum.

4. The Board will pay 100% of Life and Accidental Death & Dismemberment Insurance in an amount of salary rounded off to nearest thousand.

For all claim information, a teacher should call the insurer for correct data. The personnel office has only data on the costs of insurance.

- I. The Board shall make available on an optional basis a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129). The employee may contribute up to the maximum allowable by law.
- J. The Board shall establish a 401(a)/Retirement Benefit Trust Account provided that there is no cost to the Board for the creation and maintenance of such account.
- K. The Board shall offer a dental plan with a shared maximum of \$1750
- L. For the duration of the contract, the health plans shall provide all current and future benefits mandated by the Connecticut General Statutes.

## **ITEM XIX**

### **REDUCTION IN FORCE AND RECALL POLICY**

- A. The Board of Education shall determine the area(s) or position(s) in which any reduction in staffing is to occur. If, after exploring other reasonable alternatives, the South Windsor Board of Education determines that it is necessary to terminate the contract of a member of the unit because of elimination of position, the following procedure shall be used to determine the teacher or teachers whose contract shall be terminated. This procedure shall not apply to the assignment or transfer of teachers.

1. In areas or positions in which a reduction is to take place, all nontenured\* teachers shall be terminated before any tenured\* teachers, provided that tenured teachers are certified and qualified\*\* to teach within the area or position in which the reduction is scheduled.

Nontenured teachers, so identified, shall be reduced in force (RIF) according to the lowest RIF number of the teacher in the affected area(s) or position(s).

\*Connecticut General Statutes 10-151 will be used to determine the tenure and nontenure status for teachers in the bargaining unit.

\*\* Applies to all references to “qualified” throughout ITEM XIX. To establish qualification to displace another teacher, a teacher must establish (1) that his/her overall record of performance is satisfactory, as reflected in documents kept in the personnel file, and (2) he/she holds appropriate Connecticut certification for the position.

2. Further, any tenured teacher shall be permitted to replace any nontenured teacher in other area(s) or position(s), provided he/she is certified and qualified in said area(s) or position(s).
3. Tenured teachers so identified shall be reduced in force according to the lowest RIF number of the teacher in the affected area(s) or position(s). Further, any tenured teacher shall be permitted to replace any other tenured teacher provided he/she is certified and qualified in said area(s) or position(s).
4. The numerical reduction in force (RIF) rating will be obtained by applying the standards below:
  - a. In calculating "total number of years," 1 year shall mean the full-time employment of the basic school year, 10 months starting with the first day of school in September and ending with the last day of school in June. A full-time teacher who starts or ends employment on any day of any month shall have the entire month count toward the calculation of a year. Starting any day in September working through any day in June shall constitute 10 months of employment or 1 year. If, for example, a full-time teacher started employment November 30, and worked the rest of the school year ending June 15, the teacher would be credited with 8/10 of a year. A teacher affected by this RIF procedure may not accumulate more than 1 year of service during the period beginning July 1 and ending June 30.
  - b. The service of all teachers who began their teaching in South Windsor prior to September 1, 1983, shall be regarded as full-time until their service has been interrupted or discontinued.

Service after the interruption, and for teachers starting their services after September 1, 1983, shall be regarded as follows:

- (1) Full-time teachers are defined in this Item as those teachers who are required to be in school from the beginning of the school day to the end of the school day for the entire school year. Teachers who hold positions that require them to be in school on a daily basis more than half the time of an equivalent full-time position shall be construed to be full-time for that period of time worked in the system as a teacher.
- (2) Part-time teachers are defined in this Item as those teachers who, on a daily basis, work half-time or less for the entire school year or part of the school year. "Half-time or less" is determined by identifying the position the teacher holds and calculating the amount of time a full-time teacher of any equivalent position would be required to be in school on a daily basis. All teachers who work part-time will have their "total number of years" prorated at half-time for that period of time worked in the system as a part-time teacher.

5. Calculating the Numerical RIF Rating

- a. Teachers shall be granted a year of service for every year of certified teaching in an accredited institution, excluding any authorized leave. The Superintendent of Schools may grant up to 5 years of teaching experience for equivalent teaching service.
- b. Add the total number of years teaching in South Windsor including any sabbatical leave.
- c. Divide the sum of Section 5.a. and 5.b. by the number 2.
- d. Add to the number derived in Section 5.c. (above) a maximum number of 2 points for 4 full years or more served in the Armed Services. This section is only for those teachers who, prior to teaching, served full-time active duty in any branch of the Armed Services in time of war, as defined in the Connecticut General Statutes (Chapter 505, Section 27-103). During time of war, 2 full years in the Armed Services will allow a teacher to add only 1 point in this section.

Military Seniority:

Staff members who served full-time active duty in any branch of the Armed Services in time of war, as defined in the Connecticut General Statutes (Chapter 505, Section 27-103), prior to teaching will acquire 1 year of seniority for every 2 full years in the service. The maximum number of military years allowed to be used in this formula will be 4 (or 2 seniority years).

- e.. To said product of Section 5.d, shall be added a number representing degrees (graduate course work) as follows:

(1) Bachelor's Degree, - 1 point,

-or-

(2) Master's Degree or 30 hours beyond the Bachelor's Degree in a planned program approved by the Superintendent of Schools - 2 points,

-or-

(3) Sixth Year Degree or 30 hours beyond the Master's Degree in a planned program approved by the Superintendent of Schools - 3 points,

-or-

(4) Doctoral Degree - 4 points.

- f. The sum of these points shall be the numerical RIF rating for teachers.
- g. In cases of equal numerical RIF ratings, after the above steps have been taken, the teacher with the least number of teaching years in South Windsor shall be terminated.
- h. In cases of equal numerical RIF rating, after applying Section 5.g (above), the date/time of offer of employment as noted on the summary log will be used to determine the teacher who has the highest numerical RIF rating. In the event that the teacher's date of hire predates the use of summary logs, the date of the teacher's letter of hire will be used.
- i. By January 15 of each school year, the Superintendent of Schools shall provide written notification to the South Windsor Education Association his/her recommendations to the Board of Education of the affected positions or groups recommended for reduction in force. The Superintendent shall also forward to the President of the South Windsor Education Association a summary copy of the affected teachers and their reduction in force number no later than March 30 for that year.
- j. For a period of three years from the reassignment, teachers reduced from full-time positions to part-time positions, under the application of this item shall be entitled to any full-time position in which they are certified when such a full-time position for which they are certified and qualified becomes available. These teachers shall be offered the full-time position before any teacher on the recall list, and before any teacher holding a full-time position who voluntarily requested, and was granted, a part-time position.

## 6. Recall Procedure

- a. The name of any teacher whose services have been terminated because of an elimination of a position or reduction in the number of teachers on staff shall be placed upon a recall list and remain on such list for 3 years, provided such teacher does not refuse a position for which he/she holds certification, maintains his/her current address with the Superintendent's Office, and provided such teacher applies in writing by certified mail for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination.
- b. Any teacher terminated under this Item shall have recall rights to any position that he/she is certified and qualified for in the teachers' bargaining unit which is created or becomes vacant during the period of time the teacher's name is on the recall list, except as noted in Section 5.j. (above), full-time to part-time.
- c. Any teacher on the recall list shall receive a written offer of reemployment, at least 10 calendar days prior to the date of reemployment, except for those appointments after August 1. The teacher shall accept or reject the offer of reemployment in writing within 10 calendar days except for those offers of reemployment after August 1. If he/she accepts the reemployment, he/she shall receive a written contract at least 5 calendar days prior to the effective day of reemployment, where possible.
- d. Recall will be based on an inversion of the staff reduction number.
- e. No new teacher shall be hired for any position until all teachers under this Item certified for that position have been reinstated or have declined the position.
- f. 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 teachers' retirement.

## 7. Severability

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

## 8. Verification

The President of the South Windsor Education Association shall be able to verify the numerical RIF rating of any terminated teacher compared to the remainder of the affected group.

9. When a reduction in staff occurs affecting positions outside the teachers' bargaining unit, specifically those positions requiring administrative certification, the displaced administrator shall, at the time displacement occurs, be construed to be a teacher who is eligible for membership in the teachers' bargaining unit. The assignment or layoff of such teacher shall be governed by the standards set forth in this Item and in Connecticut General Statutes 10-151. The procedure to determine the RIF rating of an administrator will be the same as in Section 5 of Item XIX.

South Windsor Board of Education  
Town of South Windsor  
South Windsor, CT 06074

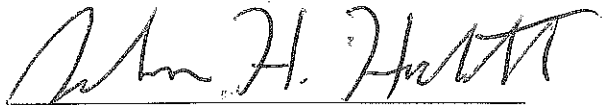


David S. Joy, Chairman

11/20/12

Date

South Windsor Education Association



John H. Hackett, President

11/19/12

Date

## DIFFERENTIALS

The positions set forth in this Schedule shall be posted annually, and appointment to such positions shall be for such year.

POSITION	2013-14	2014-15	2015-16
<b>CURRICULAR</b>			
Capstone Pilot (6-8ppl)	\$458 ea.	\$466 ea.	\$474 ea.
Department Chair - Step 1	\$4,161	\$4,234	\$4,308
(3 Step Schedule) - Step 2	\$5,121	\$5,211	\$5,302
- Step 3	\$6,083	\$6,189	\$6,297
Guidance Coordinator TE	\$2,270	\$2,310	\$2,350
Freshman Academy (5)	\$2,029 ea.	\$2,065 ea.	\$2,101 ea.
TEAM (TCC) Coordinating Comm Co-Chairs	\$712 ea.	\$724 ea.	\$737 ea.
Team Leaders TE (9)	\$2,081 ea.	\$2,117 ea.	\$2,154 ea.
Team Representatives TE (3)	\$1,375 ea.	\$1,399 ea.	\$1,423 ea.
*Elementary Technology Teams (group differential)	\$4,580	\$4,660	\$4,742
Mentor Teachers - Varies	\$571 ea.	\$581 ea.	\$591 ea.
<b>ATHLETICS - HIGH SCHOOL</b>			
Assistant Athletic Director - Fall	\$3,259	\$3,316	\$3,374
Assistant Athletic Director - Winter	\$3,259	\$3,316	\$3,374
Assistant Athletic Director - Spring	\$3,259	\$3,316	\$3,374
Baseball, Head, B/V	\$5,437	\$5,532	\$5,629
Baseball, Asst. B/JV	\$4,098	\$4,170	\$4,243
Baseball, B/9	\$2,721	\$2,769	\$2,817
Basketball, Head B/V	\$6,850	\$6,970	\$7,092
Basketball, Asst. B/JV	\$5,437	\$5,532	\$5,629
Basketball, B/9	\$5,155	\$5,245	\$5,337
Basketball, Head G/V	\$6,850	\$6,970	\$7,092
Basketball, Asst. G/JV	\$5,437	\$5,532	\$5,629
Basketball , Supv (5)	\$590 ea.	\$600 ea.	\$611 ea.
Basketball G/9	\$5,155	\$5,245	\$5,337
Cheerleader-Fall/Winter	\$5,437	\$5,532	\$5,629
Competitive Dance Team	\$2,809	\$2,858	\$2,908
Cross Country, B/V	\$4,098	\$4,170	\$4,243
Cross Country, G/V	\$4,098	\$4,170	\$4,243

<b>POSITION</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Field Hockey, Head G/V	\$5,437	\$5,532	\$5,629
Field Hockey, Asst. G/JV	\$4,098	\$4,170	\$4,243
Football, Head B/V	\$8,321	\$8,467	\$8,615
Football, Assts. B/V (5)	\$6,215 ea.	\$6,324 ea.	\$6,435 ea.
Golf, Head, B/V	\$4,098	\$4,170	\$4,243
Gymnastics, Head G/V	\$6,850	\$6,970	\$7,092
Ice Hockey, Head B/V	\$6,846	\$6,966	\$7,088
Ice Hockey, Asst. B/V	\$5,156	\$5,246	\$5,338
Ice Hockey, Supv. B/V (2)	\$590 ea.	\$600 ea.	\$611 ea.
Lacrosse, Head B/V	\$5,437	\$5,532	\$5,629
Lacrosse, B/JV	\$4,098	\$4,170	\$4,243
Lacrosse, B/9	\$2,721	\$2,769	\$2,817
Lacrosse, Head G/V	\$5,437	\$5,532	\$5,629
Lacrosse, G/JV	\$4,098	\$4,170	\$4,243
Lacrosse, G/9	\$2,721	\$2,769	\$2,817
Soccer, Head B/V	\$5,437	\$5,532	\$5,629
Soccer, Asst. B/JV	\$4,098	\$4,170	\$4,243
Soccer, Head G/V	\$5,437	\$5,532	\$5,629
Soccer, Asst. G/JV	\$4,098	\$4,170	\$4,243
Soccer, G/9	\$2,721	\$2,769	\$2,817
Soccer, B/9	\$2,721	\$2,769	\$2,817
Softball, Head G/V	\$5,437	\$5,532	\$5,629
Softball, Asst. G/JV	\$4,098	\$4,170	\$4,243
Swim Coach G (fall)	\$5,437	\$5,532	\$5,629
Swim Coach B (winter)	\$6,849	\$6,969	\$7,091
Tennis, Head B/V	\$4,098	\$4,170	\$4,243
Tennis, Head G/V	\$4,098	\$4,170	\$4,243
Track, Head B/V	\$5,437	\$5,532	\$5,629
Track, Asst. B/V (2)	\$4,098 ea.	\$4,170 ea.	\$4,243 ea.
Track, Head G/V	\$5,437	\$5,532	\$5,629
Track, Asst. G/V (2)	\$4,098 ea.	\$4,170 ea.	\$4,243 ea.
Track – Indoor, B/G (2)	\$4,098 ea.	\$4,170 ea.	\$4,243 ea.
Volleyball, Head G/V	\$5,437	\$5,532	\$5,629
Volleyball, Asst. G/V	\$4,098	\$4,170	\$4,243
Volleyball, G/9	\$2,721	\$2,769	\$2,817
Volleyball, Head B/V	\$5,437	\$5,532	\$5,629



<b>POSITION</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Wrestling, B/V	\$6,850	\$6,970	\$7,092
Unified Sports (Special Ed)	\$4,005	\$4,075	\$4,146
<b>ATHLETICS – MIDDLE SCHOOL</b>			
Basketball, B/7-8	\$4,098	\$4,170	\$4,243
Basketball, Supv. B/7-8 (2)	\$231 ea.	\$235 ea.	\$239 ea.
Basketball, G/7-8	\$4,098	\$4,170	\$4,243
Basketball, Supv. G/7-8 (2)	\$231 ea.	\$235 ea.	\$239 ea.
Cheerleader, 7-8	\$2,051	\$2,087	\$2,124
Cross Country, B 7-8	\$2,721	\$2,769	\$2,817
Cross Country, G 7-8	\$2,721	\$2,769	\$2,817
Field Hockey, G/7-8	\$2,721	\$2,769	\$2,817
Field Hockey, Asst, G/7-8	\$2,051	\$2,087	\$2,124
Intramurals G/B (gr. differential)	\$5,443	\$5,538	\$5,635
Athletic Coordinator	\$3,652	\$3,716	\$3,781
Soccer, B/7-8	\$2,721	\$2,769	\$2,817
Soccer, Supv. B/7-8	\$231	\$235	\$239
Soccer, G/7-8	\$2,721	\$2,769	\$2,817
Soccer, Supv. G/7-8	\$231	\$235	\$239
Softball, G/7-8	\$2,721	\$2,769	\$2,817
Track, Head B 7-8	\$2,721	\$2,769	\$2,817
Track, Asst. B 7-8	\$2,051	\$2,087	\$2,124
Track, Head G 7-8	\$2,721	\$2,769	\$2,817
Track, Asst. G 7-8	\$2,051	\$2,087	\$2,124
<b>STUDENT ACTIVITIES</b>			
<i>Advisors – HS</i>			
Freshman Class (2)	\$833 ea.	\$848 ea.	\$863 ea.
Sophomore (2)	\$1,039 ea.	\$1,057 ea.	\$1,075 ea.
Junior Class (2)	\$1,664 ea.	\$1,693 ea.	\$1,723 ea.
Senior Class (2)	\$3,120 ea.	\$3,175 ea.	\$3,231 ea.
<i>Assistant Advisors – HS</i>			
Senior Class (7)	\$503 ea.	\$512 ea.	\$521 ea.
Band Director – HS	\$3,522	\$3,584	\$3,647
Band Director – TE	\$3,120	\$3,175	\$3,231
Choral Director – HS	\$3,522	\$3,584	\$3,647
Competitive Band Director HS	\$3,120	\$3,175	\$3,231
Drama - HS (group differential)	\$4,929	\$5,015	\$5,103

<b>POSITION</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
Marching Band Director HS	\$5,437	\$5,532	\$5,629
Musical - HS (group differential)	\$11,395	\$11,594	\$11,797
Musical - TE (group differential)	\$11,395	\$11,594	\$11,797
FBLA Advisor	\$2,442	\$2,485	\$2,528
In My Minds Eye – HS	\$1,039	\$1,057	\$1,075
Newspaper – HS	\$2,659	\$2,706	\$2,753
Project Interact Club Advisor-TE	\$2,448	\$2,491	\$2,535
Yearbook – HS	\$5,437	\$5,532	\$5,629
Yearbook – TE	\$1,456	\$1,481	\$1,507
Math Team – HS	\$2,499	\$2,543	\$2,588
Mock Trial – HS	\$1,664	\$1,693	\$1,723
Model UN – HS	\$2,499	\$2,543	\$2,588
National Honor Society HS	\$2,080	\$2,116	\$2,153
Outing Club – HS	\$2,493	\$2,537	\$2,581
Outdoor Ed – TE (gr. differential)	\$2,698	\$2,745	\$2,793
Science Olympiad - HS	\$2,569	\$2,614	\$2,660
Student Council – HS	\$2,499	\$2,543	\$2,588
Student Council – TE	\$2,499	\$2,543	\$2,588
TE TV News Coordinator	\$4,750	\$4,833	\$4,918
U.S. First Robotics (3)	\$1,812 ea.	\$1,844 ea.	\$1,876 ea.
<b>INSTRUCTION – HOURLY</b>			
Homebound Tutoring	\$34.68 hr.	\$35.29 hr.	\$35.91 hr.
Curriculum Writing	\$30.00 hr.	\$30.00 hr.	\$30.00 hr.

**MILEAGE REIMBURSEMENT:** At prevailing IRS Income Tax Allowance.

Note: GWI is not applicable to rate of pay for curriculum writing. The rate of pay will remain \$30/hr until negotiated otherwise.

Director, Driver Education – Program goal is to be self-sustaining. Stipend is only used if

\*Elementary Technology Teams – Stipend split among all persons with this position, district-wide.

Any bargaining unit member who has been running a before or after school activity that is not listed in the Differential section of the contract without being paid a stipend for at least one school year may, through SWEA, petition the Principal to have that activity included in the contract as a stipend position. If the Principal agrees that the activity should be included in the contract as a stipend position, he or she will include the position in his/her budget request submitted to the Superintendent. The Superintendent shall then decide whether or not the activity will be submitted to the Board as part of the budget. Neither the Principal's nor the

Superintendent's decision are subject to the grievance procedure.

**SOUTH WINDSOR PUBLIC SCHOOLS**  
**2012-2013 Board of Education Budget (Approved)**  
**Salary Schedules**

**South Windsor Education Association (Teachers)**  
**Contract - Effective July 1, 2009 to June 30, 2013**

**Salary Schedule for 2012-2013**

<b>Step</b>	<b>Bachelor</b>	<b>Step</b>	<b>Master</b>	<b>Step</b>	<b>Sixth Year</b>
1-4	\$45,334	1-5	\$50,819	1-5	\$56,150
5	\$45,857	6	\$51,344	6	\$56,678
6	\$47,560	7	\$53,089	7	\$58,441
7	\$48,734	8	\$54,347	8	\$59,727
8	\$50,557	9	\$56,311	9	\$61,722
9	\$53,147	10	\$59,002	10	\$64,452
10	\$55,971	11	\$62,078	11	\$67,572
11	\$59,550	12	\$65,964	12	\$71,512
12	\$63,532	13	\$70,330	13	\$75,935
13	\$67,383	14	\$74,180	14	\$79,786
14	\$71,234	15	\$78,033	15	\$83,638
15	\$74,694	16	\$82,480	16	\$87,990

**Facilities Staff**

**Contract - Effective July 1, 2011 to June 30, 2015**

	<b>Entry</b>	<b>6 Months</b>	<b>Position</b>
Custodian (Part Time)	\$15.10	\$16.99	\$18.88
Custodian I and Courier	\$16.19	\$18.22	\$20.24
Custodian II	\$18.35	\$20.65	\$22.94
Maintainer	\$21.79	\$24.52	\$27.24