

AGREEMENT BETWEEN
THE SIMSBURY BOARD OF EDUCATION
AND
THE SIMSBURY EDUCATION ASSOCIATION

July 1, 2017 – June 30, 2020



THIS AGREEMENT IS MADE AND ENTERED INTO by and between the SIMSBURY BOARD OF EDUCATION (hereinafter called the "Board") and the SIMSBURY EDUCATION ASSOCIATION (hereinafter called the "Association"), affiliated with the CONNECTICUT EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION.

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive representative of all certified professional personnel and personnel employed under a durational shortage area permit except administrators and temporary substitute teachers excluded by statute for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Section 10-153b to 10-153f of said statutes, until such time as the professional personnel represented shall choose other representatives pursuant to said section.

ARTICLE II

SALARIES

A. Salary Schedule

The salary schedule for positions covered by this Agreement is attached hereto and is part of this Agreement as follows:

Exhibit I, II & III - Salary Schedule – 2017-18, 2018-19 and 2019-20

B. Placement on the Salary Schedule

At the time of initial employment, certified personnel shall be assigned a step on the salary schedule commensurate with preparation, teaching experience, and military service. For teachers hired after July 1, 2002, up to full credit for previous PK-12 teaching experience will be granted to those who are certifiable in the state of Connecticut.

Placement credit up to five (5) steps may be granted to new hires for other employment experiences directly related to their teaching assignment.

Realizing there will be situations in which other experience may be deemed teaching experience of value to our schools, in such situations the Superintendent/Designee shall consult with the SEA President/Designee to mutually determine if placement on a higher salary step is acceptable.

Any teacher who transfers from another public school system shall be placed upon the step up to that step the teacher would be on if all the experience had been in the Simsbury Public Schools. Except as provided above, teachers newly employed or recalled shall not be placed at a step of the salary schedule that is higher than the step of incumbent teachers with the same number of years of teaching experience.

Initial Hiring Placement Schedule

Step	2017-18 Years of Experience	2018-19 Years of Experience	2019-20 Years of Experience
1	0-1	0	0
2	2	1-2	1
3	3	3	2-3
4	4-5-6	4	4
5	7	5-6-7	5
6	8	8	6-7-8
7	9-10	9	9
8	11	10-11	10
9	12+	12+	11+

1. Military Service

One step of the salary schedule shall be allowed for each year of military service, to a maximum of two years. Service in excess of one hundred eighty days shall be considered as one full year when computing the teacher's placement on the salary schedule. Service credit shall never be granted beyond the stated maximum of the salary schedule.

2. Transfer of Accrued Illness Time from Previous District

Staff hired after July 1, 2002, will be entitled to transfer to the Simsbury Public School system, from the school system in which they were previously employed, up to a maximum of ninety (90) days of accrued sick time, provided that prior to signing an employment contract with the Simsbury Public School system, the teacher shall furnish the Superintendent or designee with written confirmation of the amount of accrued sick time. Such confirmation must be signed by the Superintendent or Personnel Director of the school system in which the teacher was previously employed.

C. Advancement on the Salary Schedule

1. Based on Satisfactory Performance

- (a) A step increase has been negotiated in all years of the agreement, therefore, all teachers whose work is satisfactory in accordance with the school district's evaluation procedure shall be advanced one step on the salary schedule until maximum has been reached.
- (b) A teacher whose work is considered to be unsatisfactory in accordance with the school district's evaluation procedure may be retained at the same salary step for the succeeding year. When this action is taken, the teacher shall receive an explanation in writing prior to June 1.

2. Based on Change in Classification

Advancement related to further course work is governed by the Appendix, "Advancement on Salary Schedule," which is set forth in Exhibit IV, attached hereto and is part of this Agreement.

D. Additional Remuneration

Additional remuneration for military service, special service personnel, extra duties, professional education beyond the Master's Degree, mentor teachers, national board certification, and longevity retirement is set forth in Exhibit V, and is part of this Agreement.

E. Contracts

Provisions which govern contracting with certified professional personnel covered by this Agreement are set forth in Exhibit VI as part of this Agreement. The contract forms to be used are set forth in Exhibits VI-A and VI-B, and are part of this Agreement as "Contract of Employment" and "Annual Salary Notification."

ARTICLE III

INSURANCE BENEFITS

A. Life Insurance

1. Thirty thousand dollars (\$30,000) of life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50% / 50% Board-teacher shared-cost basis. The maximum amount available, which shall not exceed three (3) times the annual salary of the insured is computed to the nearest higher thousand up to a maximum of \$300,000.
2. Teachers employed prior to July 1, 2007 who are eligible for retirement under statute, who have 25 years of service in Simsbury, and who participate in the longevity retirement program, will receive a \$7,500 life insurance policy upon retirement. Teachers employed thereafter who are eligible for retirement under statute, and who have 25 years of service in Simsbury, and who participate in the longevity retirement program, will receive a \$7,500 life insurance policy upon retirement until age 70.

B. Board of Education Health Insurance Program

1. There are three health insurance options available to employees hired before July 1, 2014. For new hires as of July 1, 2014 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. Employees participating in the HDHP must remain in the HDHP. The Board-teacher shared cost basis is indicated in the following schedule:

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
a. Preferred Provider Organization (PPO)			
Individual Employee	2017-18	Buy-up*	Buy-up*
and Dependent Coverage	2018-19	Buy-up*	Buy-up*
	2019-20	Buy-up*	Buy-up*
b. Health Maintenance Organization (HMO)			
Individual Employee	2017-18	Buy-up*	Buy-up*
and Dependent Coverage	2018-19	Buy-up*	Buy-up*
	2019-120	Buy-up*	Buy-up*
c. High Deductible Health Plan (HDHP)			
Individual Employee	2017-18	84%	16%
and Dependent Coverage	2018-19	83%	17%
	2019-20	82%	18%

*NOTE: "Buy-up" is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board

payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

2. Additional Plan Information

Preferred Provider Organization (PPO-In Network)

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

Preferred Provider Organization (PPO-Out-of-Network)

The annual deductible for out-of-network is **\$500** individual / **\$1,000** individual plus one / **\$1,500** family, 80% / 20% co-insurance on a calendar year basis, after the insured has paid **\$1,500** individual / **\$3,000** individual plus one / **\$4,500** family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

Health Maintenance Organization (HMO)

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

High Deductible Health Plan (HDHP)

- Participation is mandatory for new hires, and teachers participating in the HDHP must remain in the HDHP.
- Prescription co-pays (\$5/\$30/\$45) apply after the deductible is satisfied. Mail Prescription co-pays are twice the amount of retail.
- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's contribution to the deductible shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board contribution to deductible is 50%.

a. Plan design changes in PPO and HMO as follows:

	2017-18	2018-19	2019-20
• Office visit	\$25	\$30	\$30
• Specialist visit	\$30	\$40	\$40
• ER	\$75	\$125	\$125
• Urgent Care	\$50	\$75	\$75
• Inpatient	\$100	\$250	\$250
• Out-patient	\$100	\$250	\$250
• Imaging	\$75/\$375	\$75/\$375	\$75/\$375
• Prescription: \$10/\$25/\$40, mixed edits (current)			

b. Retired Teachers

Upon retirement, teachers whose insurance coverage is uninterrupted will be eligible to participate at their own expense in the health insurance programs in place for active employees.

3. Health Benefits Programs

Complete details on each plan will be provided to the teachers.

4. Open Enrollment Period

A regular, annual enrollment will occur each year for teachers, active, retired, and those on board approved guaranteed leave of absence, to change or renew their choices of all Insurance Plan Options.

C. Dental

The Board will provide Dental Insurance (preventive services, general services, major services, and orthodontic benefits) on the following cost basis: Qualifying individuals may purchase individual and/or dependent coverage on a Board – teacher shared-cost basis with a maximum annual benefit of \$1500 per individual for the duration of this agreement. (Premium cost sharing amounts are same as for HDHP health benefits)

D. Part-time Employee Premium Contribution

The employee contribution towards the annual cost of health insurance for part-time employees who are employed at least half-time (.5) is the percentage they are employed. For example, a teacher who is employed as a half-time (.5) teacher will pay 50% of their health insurance premium, with the Board paying 50%. Teachers who are employees less than a .5 FTE (full time equivalent) are not eligible to receive health insurance benefits.

E. Death Benefits

If a teacher dies while employed by the Simsbury Board of Education, the health insurance for the deceased teacher's dependent(s) will remain in force for 24 weeks.

Additional extension rights will be available to eligible dependents at their expense at the current group rate as provided by applicable law.

F. Long-Term Disability Income Plan

A long-term disability income plan is available on a 50% / 50% Board-teacher shared-cost basis. The disability benefit is \$3,000 per month or a maximum of 60% of the teacher's salary whichever is less.

G. Section 125 Program

The Board of Education agrees to maintain an optional Section 125 Program. It is understood that the plan administrator monitoring the program might have a minimum participation requirement. Those employees electing to participate are responsible for the annual service fee.

H. Filing and Content of Insurance Plan

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

I. Alternate Programs

The Board reserves the right to change insurance carriers or third-party administrators for the benefits under this Article provided that such benefits are equal to the current benefits. In addition, disruption (by physician) shall be no greater than 10%. The Board will notify the Association in writing at least sixty (60) days prior to any change of carriers or third-party administrators. The Association shall have up to thirty (30) days following such notification to review such change and respond in writing whether it approves or does not approve the change. If the Association does not approved the proposed change, with its notification to the Board it shall submit a written statement detailing the reasons for such disapproval. Failure to submit such a statement to the Board within the thirty (30) day period shall be deemed approval of such change. Should the Association file such written statement of disapproval in a timely manner, the Board shall respond within thirty (30) days. The Board reserves the right to proceed with the change as proposed, and the Association reserves the right to seek review of that action through the grievance procedure. Any such grievance shall be filed at the arbitration level, pursuant to the expedited arbitration procedures of the American Arbitration Association; as such procedures may be amended by mutual agreement of the parties.

ARTICLE IV

WORKING DAYS

The work year shall consist of one hundred eighty-five (185) workdays as outlined below.

There shall be one hundred and eighty (180) student contact days during the duration of the contract. There shall be two days (2) to be scheduled prior to the first student day, which shall be used for administratively determined meetings as authorized by the Superintendent or designee in each year of the contract. There shall be two additional professional development days to be held during the school year as determined by the Superintendent or designee. These days will be identified with sufficient advance notice through the school calendar. There shall be one (1) workday following the last student contact day.

If the teachers' workday is lengthened beyond the hours in effect during the 2016-17 school year, the Board of Education shall negotiate compensation in accordance with the provisions of impact bargaining. Teachers at the middle school and high school levels shall attend two programs approved by administration that are designed to increase parent involvement. Such programs will occur outside of the regular work day or work year, for example, Open House Programs and Orientation Programs as scheduled by the Board.

The person or persons (no more than two) serving in the capacity of President of the Simsbury Education Association shall be exempt from any and all school coverage duties normally assigned to a teacher for the duration of the school year(s) that he/she is elected. This includes, recess duty, bus duty, lunch duty, cafeteria duty, hall monitoring.

ARTICLE V

ABSENCES

A. With Salary Continuation

Certified personnel covered by this Agreement shall be granted fifteen (15) days per year for personal illness, quarantine, injury, or disability related to pregnancy, cumulative to one hundred eighty (180) days. "Personal illness" may be defined for up to ten (10) days per year to include illness or death in the immediate family of an absent employee covered by this Agreement.

When the absence of a person employed under this Agreement is covered by Workers' Compensation, said employee shall also be entitled to partial sick leave payment on a pro-rata basis, but total compensation shall not exceed the employee's regular rate of pay.

The deduction of days from the accumulated sick leave of the employees receiving benefits under Workers' Compensation and partial sick leave payment simultaneously shall be on a pro-rata, partial day basis.

Said deduction of partial days from the employee's accumulated sick leave per day of absence under Workers' Compensation shall be equivalent in percentage to that part of the employee's normal salary not covered by Workers' Compensation payments through the term of coverage by Workers' Compensation.

Provisions for absence due to assault are provided for under 10-236, a, b, and c of the General Statutes.

1. Other Personal Absences

The Superintendent shall grant certified personnel covered by this Agreement, personal days without salary deduction for:

- a. Religious days (not to exceed three [3] a year),
- b. Sickness or death of close relatives or a member of the immediate household,
- c. Attendance in court or for other legal reasons beyond the employee's control,
- d. Personal reasons subject to approval by the Superintendent of Schools.

As a general procedure, personal days shall be limited to five (5) days in any school year. Exceptions shall be made by the Superintendent, based upon emergency situations.

Personal day requests, with the exception of emergencies or conditions beyond one's control, must be forwarded to the Superintendent of Schools seventy-two (72) hours prior to the desired day.

2. Jury Duty

Certified personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury pay and their regular salary. Time lost for jury duty shall not be charged against accumulated sick leave.

3. Absence for Professional Reasons

Absence may be allowed for visiting days, attendance at conventions, participation in school evaluations, educational conferences and/or other forms of professional improvement, without pay deduction, if approval is granted by the Superintendent of Schools.

4. Absence in Excess of Allowance

In the event of absence in excess of days allowed, salary deductions shall be made by the Board at a per diem rate of the annual salary for each such day of absence, based on the work year as defined in this Agreement.

5. Sick Leave of Absence

In the event of absence due to illness or physical disability of tenure employees beyond the granted sick leave accrual, the Board shall make requisite payments to maintain in full force said teacher's protection under the current insurance plan for a period not to exceed twelve (12) months.

6. Adoption of a Child

A teacher who adopts a child under mitigating or unusual circumstances may be granted up to fifteen (15) days of personal/sick time by the Superintendent or designee.

B. Leave

1. Without Salary Continuation

Absence for professional improvement may be granted by the Board upon the recommendation of the Superintendent. The teacher seeking leave shall be assured of consideration for any unfilled position for which he/she holds certification and for which he/she is qualified at the termination of the leave. Leaves, for reasons other than professional improvement or sick leave of absence, may be granted at the discretion of the Board of Education. All such leaves shall terminate 5 calendar days before the first working day of the school year following the granting of the leave, with the exception of leaves granted between March 1 and the first working day of the next school year which shall terminate five calendar days before the first working day of the subsequent school year. As in the case of the leave granted for professional improvement, consideration shall be given by the administration to return the teacher to his/her former position or an equivalent one.

2. Sabbatical Leave

Teachers with at least six (6) years of service in the Simsbury Schools may devote one (1) year to additional training upon approval of the Board of Education, where such training would be for the benefit of the Simsbury school system and the teacher, and where the teacher could be temporarily replaced without serious dislocation to the school system.

The Board of Education shall pay up to 100% of salary to the individual on leave in an amount it shall specify if such leave is granted.

Application for sabbatical leave and the initial proposal must be received by the Superintendent of Schools or his/her designee by the last school day in September for a sabbatical leave requested for the succeeding year. Announcement of sabbatical application procedures shall be provided by no later than the previous June 1. The number of certified teachers on sabbatical leave during any one year shall not exceed one percent of the total number of certified teachers covered by this Agreement.

Teachers granted such leaves shall be required to return to the Simsbury school system for three (3) years, with one-third ($1/3$) of the amount of salary provided being forgiven for each year of additional service. In the event that a teacher should not return to the Simsbury Public Schools following the sabbatical leave, or complete three (3) years of service, any unforgiven salary must be returned to the Simsbury Public Schools within thirty (30) calendar days. In the event of death or disability which renders the teacher to be incapable of performing his/her duties, the Board of Education shall release him/her and his/her estate from these obligations. (See Exhibit VII, page 40).

3. Pregnancy Related Disability and Childrearing Leave

Pregnancy related disability shall be treated as a temporary disability under the conditions as set forth in Article V, paragraph A.1., above. Leaves of absence for childrearing shall be granted under the conditions as set forth in Article V, paragraph B.1, above.

ARTICLE VI

Teacher Assignments, Transfers, and Vacancies

A. Assignments

1. Under normal circumstances, teachers will be notified in writing of the schools to which they will be assigned for the coming year, if different; the grades and/or subjects that they will teach if different; by June 1. If such assignments must be changed thereafter, the affected teacher will be notified as soon as practicable.

2. The positions listed in Exhibit V, Section K are appointive positions lasting for a period of no more than one school year. After three continuous years in the same position, reappointment to these positions will be automatic unless there is documented evidence justifying removal of a person from such position. All persons who apply for a vacancy in such a position, will be considered, provided the applicant applies in writing and meets the posted qualifications. However, the appointing authority, Superintendent or his/her designee, shall not be limited in making appointment to those expressing written interest.

B. Transfer

1. The transfer of teachers within the school system is the responsibility of the Superintendent of Schools. When the Superintendent determines that an involuntary transfer is required, the Superintendent or his/her designee shall meet with the affected teacher(s) and a representative of the Association to discuss the need for the transfer.

2. Teachers who request a transfer for the next school year shall file a written statement of such desire with the Superintendent.

C. Vacancies

1. All job vacancies shall be posted for five (5) days prior to filling the position, and the Board reserves the right to post any position externally. Notice of vacancies shall be distributed electronically to certified staff.

2. Should the Superintendent grant a request to transfer to a vacancy, the Superintendent reserves the right to defer transfer until the beginning of the next school year to avoid disruption of the educational process.

ARTICLE VII

LUNCH PERIODS AND PREPARATION TIME

The Association and the Board recognize the importance of teacher preparation time, both individual and collaborative, to maximize instructional effectiveness with and for students. Both parties recognize that schools remain dynamic environments and requests requiring preparation time to be utilized in a specific way are sometimes inevitable. However, administrators shall refrain from making last minute administrative requests affecting scheduled preparation time when reasonably possible.

1. Lunch Periods

Each teacher shall have a minimum of twenty-five (25) minutes of duty-free lunch time. Teachers will not be required to attend administrative meetings or other activities during their lunch period.

2. Elementary Preparation Time

All elementary school teachers (grades K-6) shall have, in addition to their lunch periods, a minimum of two hundred ten (210) minutes of preparation time per week, to be used for planning and/or conferences.

3. Secondary Preparation Time

Secondary teachers (Grades 7-12) shall have, in addition to a duty free lunch, a minimum of one preparation/conference period of time per day totaling at least two hundred, ten (210) minutes of preparation time per week, to be used for planning and/or conferences.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this grievance procedure is to settle equitably and at the lowest possible administrative level issues which arise from time to time concerning salaries and other working conditions of the professionals covered by this Agreement.
2. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any and all levels 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 the appropriate member of the administration or with any representative of the Association at any time.

B. Definitions

1. "Grievance"

- a. A "contractual grievance" is a complaint by a teacher or group of teachers or the Association that, as to him/her/them, there has been a violation, misrepresentation, or misapplication of the provisions of this Agreement.
 - b. A "non-contractual grievance" is a complaint other than a contractual grievance which (i) an individual teacher or group of teachers or the Association may assert relative to (1) Board Policies and Administrative Regulations, or (2) administrative decisions made pursuant to (1) above as applied to the aggrieved person(s), or (ii) an individual teacher or group of teachers or the Association may assert relative to a claim of failure to follow the established procedures in the evaluation plan.
2. An "aggrieved person(s)" is the certified professional person or group of persons or the Association making the grievance.
 3. "Days" as used in this procedure shall mean, unless otherwise indicated, working school days.

C. Time Limits

1. No grievance, either contractual or non-contractual, shall be filed unless such filing by the aggrieved person(s) takes place within twenty (20) days of the act or occurrence constituting the grievance, or as of the time when the aggrieved person(s) reasonably should have known of the act or occurrence leading to the grievance, whichever is later. Unless such timely filing takes place, such matter shall thereafter not be considered a grievance.
2. In the case of an alleged continuing violation of the contract, the time limits begin to run from the last violation.

D. Procedure with Respect to Non-Contractual Grievances

1. If any professional staff member feels that he/she has a grievance to discuss, he/she should first take it through the Informal Procedure, discussed below, in Section E.
2. If the grievance cannot be resolved through said Informal Procedure, then it may only be taken through Levels One and Two, discussed below in Section G, except for grievances related to Board Policy, which may be heard at Level Three.

E. Informal Procedure

1. If an aggrieved person believes that he/she has a grievance, such person should first discuss the matter with the school principal or other appropriate administrator in an effort to resolve the matter.

2. Should the aggrieved person wish, he/she may contact the Association President for help in resolving the problem at this level. This procedure shall be referred to as "pre-grievance" and it is hoped that all problems can be resolved at this level.
3. All decisions by supervisors or administrators at this level of the informal procedure shall be reported in writing to the Superintendent of Schools. Copies of the decisions shall be forwarded to the Chairperson of the Professional Rights and Responsibilities Committee.

F. Content of Written Grievance

The written grievance at Levels One, Two, Three and Four shall contain:

1. A citation of the specific section or sections of the article or articles of this Agreement, or the Board Policies and Administrative Regulations or administrative regulations promulgated thereunder, allegedly mis-interpreted, misapplied, and/or violated.
2. The date of such alleged misinterpretations, misapplications, and/or violations.
3. The signature of the aggrieved person.
4. Statement of the facts giving rise to such grievance

G. Formal Procedure

1. **Level One: School Principal**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at the informal level, or if no decision at the informal level is rendered within five (5) days after the institution of the informal procedure, he/she may submit his/her grievance in writing as a formal grievance to the proper school principal or other such administrator as the situation shall dictate within ten (10) days after the grievance was first presented at the informal procedure level.
- b. The school principal (or other administrator) shall render a written decision within five (5) days after the initiation of the Level One proceedings to the aggrieved party, and a copy shall be sent to the Chairperson of the Association's Professional Rights and Responsibilities Committee.

2. **Level Two: Superintendent of Schools**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision at Level One is rendered within five (5) days of the institution of Level One procedures, he/she may appeal to the Superintendent of Schools within five (5) days after the decision at Level One or within ten (10) days after the initiation of the Level One procedures, whichever is sooner.

- b. Within ten (10) days after the Superintendent's receipt of said written appeal, the Superintendent shall hold a hearing with the aggrieved person and representatives of the Association (if involved). A record shall be kept of the hearing by the Superintendent or his/her designee and by the Association.
 - c. The Superintendent shall render a written decision to the aggrieved person, with a copy to the Association, within five (5) days after the hearing at Level Two.
3. **Level Three: Board of Education**
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision at Level Two is rendered within five (5) days after the hearing at Level Two, he/she may file a written request for appeal with the Association's Professional Rights and Responsibilities Committee within five (5) days after the decision at Level Two or within fifteen (15) days after the initiation of the Level Two procedure, whichever is sooner.
 - b. Such an appeal to the Board of Education may only be brought by the Association's Professional Rights and Responsibilities Committee or its designee. Notice of such an appeal shall be given within five (5) days of the Association's receipt of the request for Level Three procedures from the aggrieved person.
 - c. Within ten (10) days after the receipt of said notice of appeal from the Association, the Board shall hold a hearing with the aggrieved person and representative(s) of the Association. A record shall be kept of the hearing by the Board and by the Association.
 - d. The Chairman of the Board of Education shall render a written decision to the aggrieved person, with a copy to the Association, within five (5) days following the hearing at Level Three.
4. **Level Four: Binding Arbitration (contractual grievances only)**
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision at Level Three is rendered within five (5) days after the hearing at Level Three, he/she may file a request for binding arbitration with the Association's Professional Rights and Responsibilities Committee of any alleged violation, misrepresentation or misapplication of the provisions of this Agreement within five (5) days after the decision at Level Three or fifteen (15) days after the initiation of the Level Three procedure, whichever is sooner.
 - b. The Association may submit the grievance to arbitration by written notice to the Chairman of the Board of Education (or other duly authorized representative of said Board) and to the American Arbitration Association. Notice of such submission shall be given within five (5) days of the Association's receipt of the request for arbitration from the aggrieved person.

- c. The arbitrator shall be selected from a list submitted by the American Arbitration Association.
- d. The parties shall be bound by the rules of the American Arbitration Association.
- e. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all terms of this Agreement. Furthermore, said arbitrator shall not have the power nor the authority to add to, delete from, or modify in any way the provisions of the Agreement, nor to require the commission of an act prohibited by statute.
- f. The decision of the arbitrator shall be final and binding on both parties.
- g. The expense of such arbitrator shall be borne equally by both the Association and the Board of Education.

H. Miscellaneous

- 1. If in the judgment of the Association a grievance affects a group or class of professionals covered under this Agreement, or involves a matter of precedent or policy, the Association may process such a grievance through levels of the grievance procedure.
- 2. Decisions at all levels of the grievance procedure shall be in writing setting forth the decision and reasons therefor.
- 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. When a grievance is submitted by an individual teacher without the Association involvement at Levels One and Two, and the Principal and/or the Superintendent shall notify the President of the Association that the grievance exists, stating the aggrieved person's name, date of filing, and the nature of the grievance.
- 5. The number of days indicated at each level of the procedure should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended, however, by mutual agreement in writing. Permission for such extension of time shall not be unreasonably withheld by either party.
- 6. In the event that a grievance is filed on or after June 1, every effort shall be made to resolve the grievance prior to the end of the school year or as soon thereafter as is practicable.
- 7. Failure at any level in the procedure to communicate the decision on a grievance within the specified time limits shall entitle the aggrieved to proceed to the next step. Failure at any level in this procedure to appeal a grievance decision within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8. No reprisals of any kind shall be taken by either party or by any member of the administration or its representatives against any party or interest, or any other member of the Association by reason of his/her participation in the grievance procedure.

9. The formal or informal procedures above shall commence at either the levels specifically referred to herein, or at the level at which the relevant decision was made.

ARTICLE IX

INSTRUCTIONAL ACCOUNTABILITY

A. Personnel File

No material which is negative in nature 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 sign, date, and review the material. A teacher may submit a written notation regarding any material in his/her file, and the same shall be attached to the file copy of the material in question. When 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. No anonymous complaint shall be placed in any teacher's file.

B. Just Cause

No teacher shall be disciplined, i.e. reprimanded in writing, suspended or denied an increment without just cause.

ARTICLE X

STAFF REDUCTION AND RECALL

A. Reduction

The Association shall be notified of the need for staff reduction before any determination shall be made of the individual teachers to be dropped. Determination of those who are to be released is to be in the following order:

1. Tenure and Certification Status (in the following order)

- a. Volunteer retirements, transfers and resignations
- b. Non-certified, non-tenured teachers, including holders of durational area shortage permits
- c. Certified, non-tenured teachers
- d. Certified, tenured teachers

2. Other Criteria

In the event that tenure and certification status is found to be not definitive enough, the following criteria (in the following order) shall be used within each level (of tenure and certification status):

- a. Total contractual experience in the system (starting with the date the contract was signed)
 - b. Experience in position (elementary or secondary, not grade or subject taught)
 - c. Total experience in the position in any system
 - d. Total experience in any system
 - e. Degree status
 - f. Additional course credit
3. The criteria in (1) and (2) above shall govern all staff reductions except that in unusual and exceptional circumstances, the Superintendent, for just cause, may deviate from the criteria specified in 2. a-f inclusive, provided that the Superintendent shall have the burden to justify any exception to said criteria.

B. Notification

1. Non-Renewal - Non-Tenured Teachers

Non-tenured teachers whose contracts of employment will not be renewed for the ensuing year will be notified of their non-renewal in accordance with Section 10-151 of the Connecticut General Statutes. This provision is for informational purposes only.

2. Termination – Non- Tenured and Tenured Teachers

Non-tenured and tenured teachers whose contracts of employment are to be terminated will be notified of their termination in accordance with Section 10-151 of the Connecticut General Statutes. This provision is for informational purposes only.

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of position or a reduction in staff shall be placed upon a recall list and remain on such list for three (3) years provided such teacher does not refuse an appointment and provided such teacher applies, in writing by certified mail, for the retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination. (A teacher who is terminated from a full-time position does not waive his/her right to remain on the recall list for three (3) years by a refusal to accept an offer of part-time reemployment through recall procedure.)
2. Any teacher on the recall list shall receive, when possible, a written offer, sent to the last known address, of recall at least fourteen (14) calendar days prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within three (3) calendar days. If he/she accepts the appointment, he/she shall receive a written contract prior to the date of reemployment, where possible.

3. Any teacher who changes his/her address shall notify the Board by certified mail of said change.
4. Recall shall be based on a reversal of the staff reduction criteria of A.1., and a parallel of the steps in A.2.
5. No new teacher shall be hired in a subject area or grade level until all teachers who were terminated from that subject area or grade level have been recalled or declined the opening.
6. No new teachers shall be hired in a subject area or grade level before teachers who were terminated from other subject areas or grade levels, and possessing the necessary certification are recalled or decline the opening.

In unusual and exceptional circumstances, the Superintendent, for just cause, may deviate from the above criteria provided that the Superintendent shall have the burden to justify the exception.

7. A teacher who has been recalled shall be placed at the top of the list of all teachers whose length of seniority is the same as that of the returning teacher. Should further staff reduction occur, a recalled teacher would then be the last to be released in his/her category of seniority.
8. The temporary separation of a teacher shall not affect any earned sick days.
9. Upon written request, the Association shall be provided with a copy of the current recall list.

ARTICLE XI

AMENDMENTS

Proposals by either party for additions to this Agreement are negotiable at any time.

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.

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

ARTICLE XII

ASSOCIATION SERVICE FEE

A. Conditions of Continued Employment

All teachers employed by the Simsbury Board of Education shall, as a condition of continued employment, 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 to underwrite the costs of collective bargaining, contract administration, and grievance adjustment, except in the case of a teacher employed for less than half time. Such teacher's fee shall be half the amount of the Association's membership dues or service fee.

B. Deductions

The Simsbury Board of Education agrees to deduct from each member an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks agreed to by the Simsbury Education Association and the Board of Education within 22 payroll dates. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

C. Subsequent Employment

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

D. Forwarding of Monies

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

E. Lists

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

F. Save Harmless

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Section.

ARTICLE XIII

DURATION

The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect until June 30, 2020, provided that the Board may reopen negotiations over the provisions of Article III if the cost of medical insurance plan offered therein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act [ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113] and/or if there is any material amendment to the ACA or related state or federal law. Reopener negotiations shall be governed by the provisions of Conn. Gen. Stat. Section 10-153f(e), and such negotiations shall be limited to health insurance plan design and funding, premium cost share and/or the introduction of an additional optional health insurance plan .

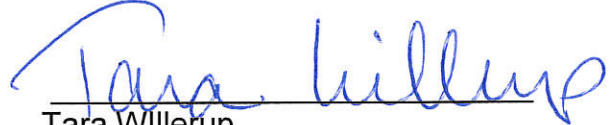
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 24th day of January, 2017.

SIMSBURY EDUCATION ASSOCIATION

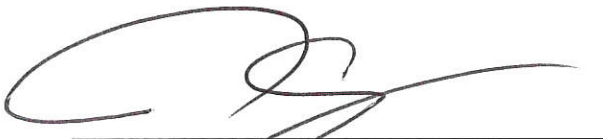


Kara Maslar
Co-President

SIMSBURY BOARD OF EDUCATION



Tara Willerup
Chairman



Jamie Sepa
Co-President

EXHIBIT I

SIMSBURY TEACHERS' SALARY SCHEDULE 2017-18

Step	Bachelor	Masters	6th Year	7th Year
1	46,983	49,786	52,587	56,466
2	48,492	52,264	54,958	58,837
3	50,647	55,281	58,190	61,962
4	53,341	58,513	62,177	65,949
5	56,574	62,717	66,488	71,768
6	59,753	68,374	72,873	77,964
7	64,505	74,031	79,258	84,160
8		79,688	85,643	90,356
9		87,480	94,328	98,967

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

EXHIBIT II

SIMSBURY TEACHERS' SALARY SCHEDULE 2018-19

Step	Bachelor	Masters	6th Year	7th Year
1	47,453	50,284	53,113	57,031
2	48,977	52,787	55,508	59,425
3	51,153	55,834	58,772	62,582
4	53,874	59,098	62,799	66,608
5	57,140	63,344	67,153	72,486
6	60,351	69,058	73,602	78,744
7	65,634	74,771	80,051	85,002
8		80,485	86,499	91,260
9		89,011	95,979	100,699

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

EXHIBIT III

SIMSBURY TEACHERS' SALARY SCHEDULE 2019-20

Step	Bachelor	Masters	6th Year	7th Year
1	47,809	50,661	53,511	57,459
2	49,344	53,183	55,924	59,871
3	51,537	56,253	59,213	63,051
4	54,278	59,541	63,270	67,108
5	57,569	63,819	67,657	73,030
6	60,804	69,576	74,154	79,335
7	66,881	75,332	80,651	85,640
8		81,089	87,148	91,944
9		90,702	97,803	102,612

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

EXHIBIT IV

ADVANCEMENT ON SALARY SCHEDULE

SECTION A - MASTER SALARY SCHEDULE

- I. The MASTER SALARY SCHEDULE includes the categories Master's Degree *and* Professional Educator Certificate.
 - A. The category Master's Degree means that the individual has been awarded a Master's Degree by a regionally accredited college or university.
 - B. The category Professional Educator Certificate means that the Connecticut State Department of Education has issued the individual a Professional Educator Certificate.
 - C. In order to advance to the Master's Schedule, a teacher shall earn a Masters Degree from an accredited institution with prior written approval of the Superintendent of Schools or designee. This requirement will apply beginning with all new teachers hired for the 2000-2001 school year.
- II. Instructional personnel who wish to be placed on the MASTER SALARY SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on that schedule.
 - A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.
- III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.
- IV. Credit for any course taken in a foreign college/university or an institution that is not regionally accredited may be determined by the Superintendent of Schools on the basis of his/her own evaluation of the course.

SECTION B - SIXTH YEAR SCHEDULE

- I. The SIXTH YEAR SCHEDULE includes the categories Certificate of Advanced Graduate Study (CAGS) and Master's Degree plus 30.
 - A. The category Certificate of Advanced Graduate Study means that the individual:
 1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.

2. Has been awarded a Certificate of Advanced Graduate Study by a regionally accredited college or university.

B. In order to advance to the Sixth Year Salary Schedule, a teacher shall earn a Certificate of Advanced Graduate Study (CAGS) or earn 30 graduate credits beyond the Masters Degree, with prior written approval by the Superintendent of Schools or designee.

This requirement will apply to those who fall under the provisions of Section A above, and who were hired commencing with the 2000-2001 school year.

II. Instructional personnel who wish to be placed on the SIXTH YEAR SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on this schedule.

A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.

III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.

IV. To qualify for the Master's Degree plus 30 category:

A. Only courses within an interval of ten years can be offered for the 30 semester hours beyond the Master's Degree.

B. At least 15 of the 30 semester hours must be in general education in addition to the credits offered for the requirements for a Master's Degree or for a Professional Educator Certificate.

C. The credits must be earned in a planned program approved by the Superintendent.

SECTION C - SEVENTH YEAR SCHEDULE

- I. The SEVENTH YEAR SCHEDULE includes the categories Doctor of Philosophy (Ph.D.), Doctor of Education (Ed.D.), Certificate of Advanced Graduate Study (CAGS) plus 30 and Master's Degree plus 60.
 - A. The categories Doctor of Philosophy (Ph.D.) and Doctor of Education (Ed.D.) mean that the individual:
 1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.
 2. Has been awarded either an earned Doctor of Philosophy Degree or Doctor of Education Degree, by a regionally accredited college or university.
 - B. The category Certificate of Advanced Graduate Study plus 30 means that the individual:
 1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.
 2. Has been awarded a Certificate of Advanced Graduate Study by a regionally accredited college or university.
 3. Has satisfactorily completed 30 semester hours of study beyond the CAGS in a planned program approved by the Superintendent.
 4. Has complied with the requirements listed below in parts II, III, and IV.
 - C. The category Master's Degree plus 60 means that the individual:
 1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the State Department of Education.
 2. Has met all the requirements of the Master's Degree plus 30 as detailed in SECTION B, Sub-section B.
 3. Has satisfactorily completed 30 semester hours of study beyond the Master's Degree plus 30 in a planned program approved by the Superintendent.
 4. Has complied with the requirements listed below in Parts II, III, and IV.

- II. Instructional personnel who wish to be placed on the SEVENTH YEAR SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on this schedule.
 - A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.
- III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.
- IV. To qualify for the Certificate of Advanced Graduate Study plus 30 category, or for the Master's Degree plus 60 category:
 - A. Only courses within an interval of ten years can be offered for the 30 semester hours beyond the CAGS or for the 30 semester hours beyond the Master's Degree plus 30.
 - B. At least 15 of the 30 semester hours must be in general education in addition to the credits offered for the requirements for the Sixth Year Schedule.

SECTION D - IMPLEMENTATION

The requirement in Section B and Section C that credits be earned in a planned program approved by the Superintendent shall not apply where a teacher has earned any of the required number of credits prior to July 1, 2005.

EXHIBIT V

ADDITIONAL REMUNERATION

A. Military Service Increment

Veterans of the Armed Services are to receive one (1) year of teaching experience credit for each year of service, up to a maximum of two (2) years; half a year of service (180 days) shall be counted as one (1) year. Simsbury teachers on a military leave of absence shall be granted teaching credit for military service to a maximum of two (2) years, unless otherwise specified by law.

B. Extra Compensation for Special Services Personnel

Special Service personnel receiving \$250 in extra compensation shall continue to receive this sum under this Agreement. Individuals classified as Special Service personnel and whose appointment became effective after July 1, 1972, shall not be eligible to receive this extra compensation. The category of Special Services shall be limited to reading teachers and persons handling children requiring special education, as defined by sub-division (1) of sub-section (e), section 10-76a of the Connecticut General Statutes.

C. Mentor Teachers

Teachers who have successfully completed mentor training through an approved Connecticut State Department of Education program and who demonstrate exemplary teaching as reflected in the established selection process will be assigned as mentor teachers as needed and when so assigned shall be awarded a stipend in year one and year two for mentoring a new teacher and, if necessary, year three of mentoring the same teacher in the Teacher Education and Mentoring (TEAM) program (see Exhibit V, item K).

Additionally, mentors who have completed appropriate training and are appointed to serve as master mentors (appointments shall be made on an annual basis) shall be awarded an annual stipend (see Exhibit V, item K).

D. National Board Certification (National Board for Professional Teaching Standards)

Teachers who are certified by the National Board for Professional Teaching Standards and agree to conduct in-service/staff training workshops or serve as a mentor for other teachers seeking such certification as directed by the Superintendent or designee will receive \$1000 annually while serving in that capacity.

E. Long-Term Substitute Coverage

Contracted teachers who are certified in the content area and who accept a long-term substitute coverage assignment for a secondary teacher which is in addition to their regular assignment as authorized by the Director of Personnel will be compensated at a rate of \$50 per class for the duration of the assignment. Long-term is defined as coverage which will exceed ten (10) consecutive work days.

F. Retirement Benefits

1. Advanced Longevity of Retirement

If requested in writing prior to the close of the school year (June 30) and three full years before retirement, a teacher eligible for retirement under statute shall submit his/her irrevocable resignation for purposes of retirement (effective three years thereafter) and receive an added annual stipend for each of the last three years of service subject to the following schedule and conditions:

<u>Years of Service in Simsbury upon Retirement</u>	<u>Stipend</u>
15 years	\$ 600
20 years	\$ 1750
30 years	\$ 2900

If a teacher achieves a new level during the period before his/her retirement is effective (e.g. achieves 20 years of service two years after providing notification of retirement), he/she shall receive a retroactive adjustment reflecting payment for the level achieved for each of the three years before retirement. In extraordinary circumstances, such resignation may be withdrawn by mutual agreement between the teacher and the Superintendent or his/her designee.

- a. Teachers will have the option of having the stipend listed in Section I divided over twenty-two or twenty-seven payrolls in each of the three years prior to retirement.

2. Health Insurance Benefits

The Board will provide, up to a maximum of 84 months, to teachers who participate in the longevity retirement programs and who remain enrolled in our group health insurance plan, from the date of retirement to age 65, the following amounts toward their health insurance premium:

<u>Years of Service In Simsbury</u>	<u>Amount Toward Premium</u>
15 years	\$ 600
20 years	\$ 800
30 years	\$ 900

If a teacher achieves a new level during the period before his/her retirement is effective (e.g., achieves 20 years of service two years after providing notification of retirement), he/she shall receive a retroactive adjustment reflecting payment for the level achieved for each of the three years before retirement.

A teacher eligible for retirement under statute but not participating in the longevity retirement program shall be eligible for these health insurance benefits if a written statement from a medical doctor indicates that the individual can no longer function as a teacher and should retire.

3. Severance Retirement

Teachers not participating in the longevity retirement program shall be eligible for severance benefits as follows:

<u>Years of Service in Simsbury upon Retirement</u>	<u>Stipend</u>
15 years	\$ 900
20 years	\$ 1200
30 years	\$ 1600

G. Reimbursement for Advanced Study:

1. Sixth Year and Seventh Year Program of Studies

Certified staff members who are on, or above, the Masters Year Schedule, will be granted a 50% tuition reimbursement for advanced study, to a maximum allowance of \$1000 per fiscal year, provided that prior approval for the study has been granted by the Superintendent of Schools, and that a certificate of satisfactory completion of course work has been submitted to document the request for reimbursement. Credit hours in excess of six (6) per fall or spring semester must be granted by the Superintendent of Schools.

Advanced Study Beyond Seventh Year

Certified staff members who are on the Seventh Year Schedule will be granted reimbursement for advanced study and professional activities such as institutes, seminars and courses up to \$1,000 per year subject to the prior approval of the Superintendent of Schools.

H. Professional Employment:

When school is not in session and if a member of the certified staff is to be employed by the Board in a professional capacity, that person shall be compensated at a rate of \$39/hour for the 2017-18 year; \$40/hour for the 2018-19 year; and \$41/hour for the 2019-20 year, based on an eight (8) hour work day.

I. Part-time Teacher Compensation

Teachers who teach less than full-time will be compensated in the categories of supermax and longevity on a pro-rated basis according to their percentage of teaching time.

J. Clarification of Interim Teacher

An "interim teacher" is a temporary employee hired to replace a member of the bargaining unit on leave employed under the following conditions:

1. Said interim teacher must be certified for the teaching assignment.
2. Said interim teacher must serve a minimum of forty (40) consecutive days in the same assignment.
3. Said interim teacher shall be paid as follows:
 - Starting with the forty-first (41st) day, BA track, Step 1.
 - Starting with the ninety-first (91st) day, at the step and track appropriate to his/her experience.

When the Board anticipates that an interim assignment will last more than ninety days, it may place the interim teacher on the step and track appropriate to his/her experience before the ninety-first (91st) day.

4. Other conditions of employment are as follows:
 - The interim teacher shall earn sick leave at the rate of 1.5 days per month of employment.
 - The interim teacher will not earn seniority credit or be placed on a recall list after the assignment is completed.
 - Starting with the ninety-first (91st) day in the same assignment, the interim teacher shall either join the Association or shall be subject to the service fee in accordance with Article XI.

K. Extra Compensation for Extra Duties

POSITION	2017-18	2018-19	2019-20
Coordinators			
Family and Consumer Science, 7-12	\$5,007	\$5,082	\$5,158
Tech Ed/Project Lead the Way, 7-12	\$5,007	\$5,082	\$5,158
Special Services, 9-12	\$3,163	\$3,210	\$3,258
Library Media Services, K-12	\$5,007	\$5,082	\$5,158
School Psychologist, K-12	\$1,844	\$1,872	\$1,900
Guidance, 7-8	\$1,844	\$1,872	\$1,900
Phys. Ed., 7-8	\$1,844	\$1,872	\$1,900
Music 7-8	\$1,844	\$1,872	\$1,900
Team Leader, 7-8	\$1,844	\$1,872	\$1,900
Unified Arts Team Leader	\$923	\$936	\$951
Elementary Writing/Social Studies Coordinator	\$6,326	\$6,421	\$6,518
Elementary Math/Science Coordinator	\$6,326	\$6,421	\$6,518
Elementary Technology Resource	\$6,326	\$6,421	\$6,518
Building Coordinator (4 elementary)	\$3,163	\$3,210	\$3,258
Homebound Tutor Coordinator, 7-8	\$1,062	\$1,078	\$1,094
Homebound Tutor Coordinator, 9-12	\$2,122	\$2,154	\$2,187
Department Supervisors			
Art, K-12	\$8,501	\$8,628	\$8,758
Career & Technology Education, 9-12	\$8,501	\$8,628	\$8,758
English, 7-8	\$8,501	\$8,628	\$8,758
English, 9-12	\$8,501	\$8,628	\$8,758
World Language, 6-8	\$8,501	\$8,628	\$8,758
World Language, 9-12	\$8,501	\$8,628	\$8,758
Guidance, 7-12	\$8,501	\$8,628	\$8,758
Mathematics, 7-8	\$8,501	\$8,628	\$8,758
Mathematics, 9-12	\$8,501	\$8,628	\$8,758
Music, K-12	\$8,501	\$8,628	\$8,758
PE/Health, K-12	\$8,501	\$8,628	\$8,758
Science, 7-8	\$8,501	\$8,628	\$8,758
Science, 9-12	\$8,501	\$8,628	\$8,758
Social Studies, 7-8	\$8,501	\$8,628	\$8,758
Social Studies, 9-12	\$8,501	\$8,628	\$8,758
Special Services, 7-8	\$8,501	\$8,628	\$8,758
Special Services, 9-12	\$8,501	\$8,628	\$8,758
Supervisor of Related Svces, PK-12	\$8,501	\$8,628	\$8,758
Supervisor, Preschool	\$4,250	\$4,314	\$4,378
Supervisor, FVTA	\$4,250	\$4,314	\$4,378
Supervisor, Pathways	\$4,250	\$4,314	\$4,378
Miscellaneous			
Math Olympiads - Elementary (5)	\$531	\$539	\$547
TEAM Mentor - Year 1	\$531	\$539	\$547
TEAM Mentor - Year 2	\$850	\$862	\$875
Master Mentor	\$1,274	\$1,293	\$1,312
Music Festival Chaperones	\$100	\$102	\$103

POSITION	2017-18	2018-19	2019-20
Group I			
SHS Winter Musical - Director	\$4,375	\$4,440	\$4,507
SHS Winter Musical-Vocal Director	\$2,836	\$2,878	\$2,922
SHS Pinnacle Advisor* (2)	\$2,836	\$2,878	\$2,922
SHS Spring Play Director	\$2,836	\$2,878	\$2,922
FIRST Robotics	\$2,836	\$2,878	\$2,922
Group II			
SHS Pep Band	\$2,455	\$2,492	\$2,529
HJMS Musical - Director	\$2,455	\$2,492	\$2,529
Group III			
SHS Winter Musical-Choreographer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Lighting Designer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Costume Designer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Pit Conductor	\$2,075	\$2,106	\$2,137
SHS Future Business Leaders	\$2,075	\$2,106	\$2,137
SHS Senior Class* (2)	\$2,075	\$2,106	\$2,137
SHS Student Council	\$2,075	\$2,106	\$2,137
SHS Math Team	\$2,075	\$2,106	\$2,137
SHS Mock Trial	\$2,075	\$2,106	\$2,137
SHS Fall One-Acts	\$2,075	\$2,106	\$2,137
SHS Jazz Band	\$2,075	\$2,106	\$2,137
SHS Debate Team	\$2,075	\$2,106	\$2,137
SHS Unified Theater	\$2,075	\$2,106	\$2,137
HJMS Chamber Orchestra	\$2,075	\$2,106	\$2,137
HJMS Leadership Academy*(2)	\$2,075	\$2,106	\$2,137
HJMS Mathcounts	\$2,075	\$2,106	\$2,137
HJMS Jazz Band	\$2,075	\$2,106	\$2,137
HJMS Student Council	\$2,075	\$2,106	\$2,137
HJMS Yearbook	\$2,075	\$2,106	\$2,137
HJMS Select Chorus	\$2,075	\$2,106	\$2,137
HJMS Unified Theater	\$2,075	\$2,106	\$2,137
HJMS Wind Ensemble	\$2,075	\$2,106	\$2,137
Elementary Select Chorus	\$2,075	\$2,106	\$2,137
Elementary Jazz Band	\$2,075	\$2,106	\$2,137
Group IV			
SHS Nat'l Honor Society* (2)	\$1,700	\$1,726	\$1,752
SHS Forum	\$1,700	\$1,726	\$1,752
SHS Readers' Theater	\$1,700	\$1,726	\$1,752
SHS Junior Class* (2)	\$1,700	\$1,726	\$1,752
SHS SAGE	\$1,700	\$1,726	\$1,752
SHS Sophomore Class* (2)	\$1,700	\$1,726	\$1,752
SHS Percussion Instructor	\$1,700	\$1,726	\$1,752
SHS Tri-M Advisor	\$1,700	\$1,726	\$1,752
SHS Dodgeball	\$1,700	\$1,726	\$1,752
SHS Trojan Wall	\$1,700	\$1,726	\$1,752
SHS Stock Market Club	\$1,700	\$1,726	\$1,752
SHS United Nations	\$1,700	\$1,726	\$1,752
SHS Winter Musical -Asst Director	\$1,700	\$1,726	\$1,752
SHS Best Buddies	\$1,700	\$1,726	\$1,752
HJMS Service Club	\$1,700	\$1,726	\$1,752
HJMS Musical - Asst Director	\$1,700	\$1,726	\$1,752
HJMS FACS	\$1,700	\$1,726	\$1,752
HJMS Drama Club	\$1,700	\$1,726	\$1,752
Elementary Drama Club	34 \$1,700	\$1,726	\$1,752
Elementary Musical Theater	\$1,700	\$1,726	\$1,752

POSITION	2017-18	2018-19	2019-20
Group V			
SHS Freshman Class* (2)	\$952	\$966	\$981
SHS Spectrum Magazine	\$952	\$966	\$981
SHS Junior Civitan	\$952	\$966	\$981
SHS National Art Honor Society	\$952	\$966	\$981
SHS Gender Sexuality Alliance	\$952	\$966	\$981
SHS - Nat'l Business Honor Society	\$952	\$966	\$981
SHS - Chinese Club/Honor Society	\$952	\$966	\$981
SHS - French Club/Honor Society	\$952	\$966	\$981
SHS - Spanish Club/Honor Society	\$952	\$966	\$981
SHS - Latin Club/Honor Society	\$952	\$966	\$981
SHS - Mural Club	\$952	\$966	\$981
SHS - Anime Club	\$952	\$966	\$981
SHS - CT Youth Forum Coordinator	\$952	\$966	\$981
SHS - Key Club	\$952	\$966	\$981
SHS - Chess Club	\$952	\$966	\$981
SHS - "As School Match Wits"	\$952	\$966	\$981
HJMS Pep Band	\$952	\$966	\$981
HJMS Science Club	\$952	\$966	\$981
HJMS Art Gallery	\$952	\$966	\$981
HJMS Talent Show	\$952	\$966	\$981
*For club activities that have 2 advisors; each advisor is compensated as listed above.			

L. Interscholastic Athletics

When necessary, more than one individual may hold the same position as long as money, duties and responsibilities are agreed to by the parties and the cost does not exceed the budgeted amount. Prior to the implementation of such agreements, the Director of Personnel must give approval and the Association must be informed.

POSITION	2017-18	2018-19	2019-20
Baseball - Head Coach	\$ 6,048	\$ 6,139	\$ 6,231
Baseball - Asst Coach	\$ 4,213	\$ 4,276	\$ 4,341
Baseball - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Baseball - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Basketball - Head Coach	\$ 6,950	\$ 7,054	\$ 7,160
Basketball - Asst Coach	\$ 4,794	\$ 4,866	\$ 4,939
Basketball - JV Coach	\$ 4,794	\$ 4,866	\$ 4,939
Basketball - Freshman Coach	\$ 4,794	\$ 4,866	\$ 4,939
Cheerleading - Head Coach **	\$ 4,124	\$ 4,186	\$ 4,249
Cheerleading - Assistant Coach **	\$ 2,991	\$ 3,036	\$ 3,082
Crew - Head Coach **	\$ 6,921	\$ 7,025	\$ 7,130
Crew - JV Coach **	\$ 5,159	\$ 5,237	\$ 5,315
Crew - Novice Coach**	\$ 2,418	\$ 2,454	\$ 2,491
Cross Country - Head Coach	\$ 5,616	\$ 5,700	\$ 5,786
Cross Country - Assistant Coach	\$ 4,212	\$ 4,275	\$ 4,340
Cross Country (Ski) - Head Coach	\$ 5,729	\$ 5,815	\$ 5,902
Field Hockey - Head Coach	\$ 5,729	\$ 5,815	\$ 5,902
Field Hockey - Assistant Coach	\$ 4,212	\$ 4,275	\$ 4,340
Field Hockey - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Field Hockey - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Football - Head Coach	\$ 7,643	\$ 7,758	\$ 7,874
Football - Assistant Coach	\$ 5,225	\$ 5,304	\$ 5,383
Football - JV Coach	\$ 5,225	\$ 5,304	\$ 5,383
Football - Freshman Coach	\$ 5,225	\$ 5,304	\$ 5,383
Golf - Head Coach	\$ 4,377	\$ 4,442	\$ 4,509
Golf - JV Coach	\$ 3,110	\$ 3,157	\$ 3,204
Ice Hockey - Head Coach	\$ 6,598	\$ 6,696	\$ 6,797
Ice Hockey - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Ice Hockey - JV Coach	\$ 4,722	\$ 4,793	\$ 4,864

POSITION	2017-18	2018-19	2019-20
Lacrosse - Head Coach	\$ 5,813	\$ 5,900	\$ 5,989
Lacrosse - Asst Coach	\$ 4,212	\$ 4,275	\$ 4,340
Lacrosse - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Lacrosse - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Rugby - Head Coach	\$ 5,813	\$ 5,900	\$ 5,989
Rugby - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Soccer - Head Coach	\$ 6,107	\$ 6,199	\$ 6,292
Soccer - Asst Coach	\$ 4,213	\$ 4,276	\$ 4,341
Soccer - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Soccer - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Softball - Head Coach	\$ 6,048	\$ 6,139	\$ 6,231
Softball - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Strength & Conditioning**	\$ 5,729	\$ 5,815	\$ 5,902
Swimming - Head Coach	\$ 6,335	\$ 6,430	\$ 6,526
Swimming - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Tennis - Head Coach	\$ 4,318	\$ 4,383	\$ 4,448
Track (Outdoor) - Head Coach	\$ 5,747	\$ 5,833	\$ 5,921
Track (Outdoor) - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Track (Indoor) - Head Coach	\$ 5,730	\$ 5,816	\$ 5,903
Track (Indoor) - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Unified Sports - Head Coach	\$ 4,376	\$ 4,441	\$ 4,508
Unified Sports - Assistant Coach	\$ 3,110	\$ 3,157	\$ 3,204
Volleyball - Head Coach	\$ 5,747	\$ 5,833	\$ 5,921
Volleyball - JV Coach	\$ 4,213	\$ 4,276	\$ 4,341
Volleyball - Thirds Coach	\$ 4,213	\$ 4,276	\$ 4,341
Wrestling - Head Coach	\$ 6,434	\$ 6,531	\$ 6,629
Wrestling - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Event Manager**	\$ 4,663	\$ 4,733	\$ 4,804
** Positions for multiple seasons are compensated each season at the amount listed.			

EXHIBIT VI

APPOINTMENT AND CONTRACTING OF STAFF

A. Contract of Employment

A contract shall be issued to all employees represented by the Association. The Superintendent is authorized to sign all contracts for the Board of Education. The Simsbury Board of Education and the Association recognize the attached as the official form to be used.

B. Annual Salary Notification

A written wage statement shall be issued annually to all individuals represented by the Association.

EXHIBIT VI – A

CONTRACT OF EMPLOYMENT

The Board of Education at the Town of Simsbury, Connecticut, hereby agrees to employ _____ and _____ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a(n) _____ in the public schools of said town beginning _____. Said Board of Education agrees to pay said teacher an annual salary in accordance with the prevailing salary schedule of the Board of Education for said town, and as set forth in an annual salary notification.

This contract of employment shall continue in force from year to year subject to the following conditions:

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty days written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut.
- (c) The Board may terminate this contract at any time as provided by the General Statutes of Connecticut.

This contract shall become operative when properly signed in duplicate and one copy returned by the teacher to the Office of the Superintendent of Schools.

This contract is and shall be subject to the statutes of the State of Connecticut and the rules and regulations of the Board of Education.

Signed

Board of Education

By _____
Teacher

By _____
Superintendent of Schools

Date _____

Date _____

EXHIBIT VI – B

SIMSBURY PUBLIC SCHOOLS ANNUAL SALARY NOTIFICATION

TO:

FROM: Matthew T. Curtis, Superintendent

DATE:

SUBJECT: Annual Salary Notification

This is to notify you that in accordance with the Board of Education salary schedule established for the school year _____ beginning _____ and ending June 30, _____, your base salary will be as listed below, less required deductions for the State Teachers' Retirement Fund, Withholding Tax, and any other deduction which you may authorize:

Salary Amount: \$

In addition to the base salary indicated above, the following stipends will also be included:

- A. Plus Special Services Differential
- B. Plus Supermax - 1 to 4 years beyond maximum
- C. Plus Supermax - 5th year and above beyond maximum
- D. Plus Longevity Retirement Payment (3 years)
- E. Plus Department Supervisor Stipend
- F. Plus Coordinator Stipend
- G. Plus National Board Certification Stipend

Base Salary	\$	Step:	Schedule:	FTE %
-------------	----	-------	-----------	-------

Total Salary: \$
(includes base plus appropriate items A-G)

Experience:
Simsbury

Other

Total

Please retain one copy of this notification for your records. The other copy is to be signed and returned to the Superintendent of Schools (Personnel Office).

Signature/Date

For Office Use Only

Change in Degree from _____ To _____

Date Approved _____

Approval Signature

Amount: _____

School Assignment: _____

EXHIBIT VII

SIMSBURY PUBLIC SCHOOLS SABBATICAL LEAVE AGREEMENT

The Simsbury Board of Education recognizes that additional training or specific project endeavors that a teacher pursues and which result in direct benefit to the school system and the teacher deserve its encouragement. To this end, the Board of Education permits sabbatical leaves where the following criteria are satisfied:

1. Certified teacher must have at least six (6) years of service in Simsbury to be considered.
2. The teacher can be temporarily replaced without a serious dislocation to the system.
3. The teacher makes a written application to the Superintendent of Schools by the last school day of September of the year preceding the year in which the leave is to occur.
4. The Superintendent recommends to the Board of Education approval of the Sabbatical Leave proposal and the Board votes its approval.

The Simsbury Board of Education approved a Sabbatical Leave on _____ for _____ to occur during period _____ to _____ based upon his/her proposal to:

Description or Title of Training Project

The Board of Education endorses this proposal and will provide one hundred percent of his/her salary for the _____ school year. If _____ receives any grant payments, which added to the salary provided, exceed 110% of normal earnings, the Board will reduce the salary it pays to insure that the maximum earnings do not exceed 110%.

It is anticipated that due to the granting of this sabbatical leave that _____ will return to the Simsbury Public Schools for three years at the conclusion of the sabbatical leave. One third of the salary paid to _____ during the sabbatical period will be forgiven during each of these years. Should _____ not return to the Simsbury Public Schools following the Sabbatical Leave or complete three years of service, any unforgiven salary must be returned to the Simsbury Public Schools within thirty calendar days. In the event of death or disability which causes _____ to be incapable of performing his or her duties, the Board of Education shall release him/her and his/her estate from these obligations.

Acknowledged

Superintendent

Date

Acknowledged

Teacher

Date

N.B. This document is drafted in conformance with the Agreement between the Simsbury Education Association and the Simsbury Board of Education, Article V B. Leaves 2. Sabbatical Leave

EXHIBIT VIII

SIMSBURY PUBLIC SCHOOLS PER DIEM UNDERSTANDING

Per diem payment applies to bargaining unit personnel in the following categories:

1. Teaching state-mandated Adult Education courses
2. Teaching courses enrolling K-12 students as part of the Continuing Education program
3. Summer employment such as Guidance Department, Work Experience coordination and curriculum projects
4. In-service teaching beyond one's school day

In order to qualify within categories 1, 2 and 4, a teacher must possess a current Connecticut Teacher Certification for the content area, or currently be teaching a specific course. The only exception to the above definition is SAT Review Courses.