

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

**July 1. 2024- June 30. 2027**



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## **ARTICLE 1 - PREAMBLE**

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

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

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

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the educational process, planning, development and growth. To this end, they agree to maintain communication to inform about programs, to guide in development and to assist in planning and growth either by committee, individual consultation or designated representatives.

WHEREAS, the Board has a statutory obligation pursuant to section 10-153a-g inclusive of the Connecticut General Statutes, as amended, to negotiate with the Association as the exclusive bargaining representative of its teaching and special service personnel with respect to salaries and other conditions of employment, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

## **ARTICLE 2 - RECOGNITION**

- A. The Board hereby recognizes the Somers Education Association as the exclusive representative of all professional employees of the Board who hold a certificate or durational shortage area permit issued by the State Board of Education under the provisions of sections 10-1440 to 10-149, inclusive, and are employed in positions requiring such a certificate or durational shortage area permit and who are not included in the administrators' unit, or excluded from the purview of sections 10-153a to 10-153n inclusive.
- B. The Board agrees that it will not negotiate with any individual or organization of teachers other than the Somers Education Association as long as said Association retains organizational recognition status. Except for such negotiations under section 10-153b-f, however, the Board shall be free to communicate with teachers or their representatives, or any other persons, individually or by group, through proper channels, for whatever purpose the Board may deem desirable in the discharge of its responsibilities.
- C. The Somers Education Association recognizes that the Board, although elected and functioning locally, is, in reality, a legal agency of the State of Connecticut from which

it derives its authority and, except as otherwise specifically agreed to herein, the educational policy and operation and management of schools, and the control, supervision and direction of the certificated staff, are vested exclusively in the Board.

D. In accordance with C.G.S. section 10-153b as amended by the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder possesses other valid teaching certification or becomes certified as a teacher and is retained continuously by the Board after the DSAP assignment with no break in service, as a teacher in an area where he/she has proper certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
2. DSAP employees are not subject to the tenure law and are thus "at will" employees, and the Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. Since DSAP employees are hired to fill a specific position for which a certified teacher was not available, DSAP employees will not be subject to the provisions of this Agreement concerning applications for transfers and/or change in teaching assignment.
4. DSAP holders shall have no rights under the layoff and recall /reduction in force provisions of this Agreement and shall have no bumping rights or recall rights.

### **ARTICLE 3 - BOARD PREROGATIVES**

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

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

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

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

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

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

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

to employ, assign and transfer personnel in the employees' unit; to suspend or dismiss the employees of the schools;

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

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

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

to decide the textbooks to be used;

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

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

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

#### **ARTICLE 4 - RULES AND REGULATIONS**

##### **A. Personnel Files**

1. No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material and has been asked to sign the material. Teachers may review their personnel file by appointment. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy

of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

2. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person, shall be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file. The procedures of the preceding subparagraph C.I of this article shall apply to these records as well as all others that are placed in the file.

**B. Just Cause**

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

**ARTICLE 5 - PERSONAL INJURY BENEFITS**

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

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

**ARTICLE 6 - GRIEVANCE PROCEDURE FOR CONTRACT ITEMS**

**A. Definition**

For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and the Board, or the administration, over the interpretation or application of a specific provision of this Agreement. Claims of failure to follow the established procedures of the District's evaluation and support program may be processed as a grievance; however if the claim of failure to follow the established procedures involves a termination proceeding, the grievance may only be processed as far as Step Four, the Board of Education stage, of this grievance process.



B. Grievance Forms

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

C. Time Limits

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

D. Procedures

1. Step One

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

2. Step Two

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

3. Step Three

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

4. Step Four

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

5. Step Five

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

Such request must be submitted within ten (10) school days, and a copy forwarded to the Superintendent. The arbitrator shall hear and decide only one (1) grievance on each case.

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

**E. Rights of Employee to Representation**

1. No reprisals of any kind shall be taken by any member of the Board or administration against any participant in the grievance procedure by reason of such participation.
  2. Any grievant(s) or party in interest may represent themselves, or be represented, in the grievance procedure by a person of their own choosing, provided that:
    - a. the representative of the grievant or party in interest is not a representative, legal counsel or officer of any teacher organization other than the Association;
    - b. at all levels of grievance, formal or informal, an employee may confer alone or with an authorized Association representative in attendance, if the employee so desires;
    - c. the Association shall be notified in writing of the disposition of any such grievance at each step of the grievance procedure by the administrative representative involved at each step;
    - d. the disposition of such grievance shall be in writing setting forth the decisions and the reasons therefore; and
    - e. all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (1) If a formal grievance has been filed on Step One on or before the last scheduled day of school, it shall be acted upon according to this item during the summer. "Days" here shall mean days when central office is open.

- (2) It is understood that the aggrieved shall, notwithstanding the pendency of any grievance, continue to observe all classroom assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

F. Miscellaneous

1. The sole remedy available to any teacher for any alleged breach of this Agreement, or any alleged violation of his/her rights hereunder, shall be pursuant to the foregoing grievance procedure; provided, however, that nothing contained herein shall deprive any teacher of any legal right.
2. The Association may elect to process any grievance of any teacher, grievant, group of individuals or party in interest on its own behalf at any step, after Step One of the grievance procedure.

**ARTICLE 7 - CONTRACTS**

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

**ARTICLE 8 - TEACHERS' ANNUAL SALARY NOTIFICATION**

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

**ARTICLE 9 - SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. Teachers who have worked in Somers, or some other school system, during the current year for fifty percent (50%) or more of the workdays, as a contracted service, shall be eligible for advancement on the salary schedule the following year, upon satisfactory completion of service.
- C. Only credits earned after attainment of the highest degree (BA/BS, MA/MS, 6th year) will be applied to salary advancement per the Salary Schedule (Appendix A).

When a higher degree is attained, all previous credits earned (whether part of the earned degree or not) will not count towards salary advancement per the Salary Schedule (Appendix A).

This clause takes effect November 1, 2018 and will not affect teachers that have applied for salary advancement per the Salary Schedule (Appendix A) as of October 1, 2018.

#### **ARTICLE 10 - INSURANCE**

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

#### **ARTICLE 11 - OPENINGS TRANSFERS AND EXTRA-DUTY ASSIGNMENTS**

##### **A. Openings**

1. Teachers regularly employed in the school system should be considered in the filling of certified positions in the bargaining unit.
2. In filling such positions, major consideration shall be given to a teacher's area of competence, major and/or minor field of study, length of service in the system, the best educational interests of the District, and prior experience in these programs, if any.
3. All openings for these positions shall be sent electronically to all bargaining unit members within five (5) workdays after they occur. During the summer months notification shall be posted on the district website within five (5) workdays of the occurrence of the opening. During the summer months the Board shall notify the President of the Somers Education Association by e-mail of postings within five (5) workdays of the occurrence of the opening.
4. Part-time teachers who apply for full-time positions shall be given preference over external candidates if, in the determination of the Superintendent, the qualifications are substantially equivalent.

##### **B. Voluntary and Involuntary Transfers**

1. No later than March 1, the programming preference sheets shall be distributed to each employee. Teachers who desire a change in assignments, or who desire to transfer to another building, shall file this written statement of such desire with the principal or the principal's designee. Such statement shall include the grade and/or subject and/or school to which the teacher desires to be assigned (in order of preference, if the teacher has preferences). All statements must be filed by March 15.

2. Prior to the opening of school, preferably before June 1, teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the school(s) to which they will be assigned, the grade(s) and/or subject(s) that they will teach, and any special or unusual classes or assignments that they will have. In the event of a change in circumstances or conditions after initial notice of assignment, changes in assignment shall be made in accordance with the interests of the educational process. In arranging schedules for teachers assigned to more than one school, every effort will be made to limit the amount of inter-school travel.
3. When involuntary transfers are necessary, length of service in the Somers system shall be considered in determining which teacher is to be transferred. If teachers are to be transferred involuntarily, the Board will consider the qualifications of the teachers involved in the involuntary transfers for the open positions. Teachers who have been transferred involuntarily will have the opportunity to meet with the Superintendent or designee to review the reasons for the transfer.
4. When transfer of personnel is necessary, it shall be done in the interest of the educational benefits of the students involved. At a meeting held on or before June 1 with the Superintendent, or the Superintendent's designee, the teacher shall be informed of such transfer and presented with a written explanation of the reasons. When circumstances arise after June 1 that require transfer of personnel, the Superintendent, or the Superintendent's designee, shall notify the teacher(s) involved of the reasons for such transfer in writing within five (5) working days. A meeting, as mentioned above, shall be held if requested by the teacher(s) involved. In the event that a teacher objects to the transfer, the teacher may notify the Association and the Superintendent, or the Superintendent's designee, who will meet with the Association's representative and/or the teacher involved to discuss the transfer.

C. Extra-Duty Assignments

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

If the athletic director is a member of the Somers teaching staff, he/she shall be paid the stipend set forth in Appendix F. In instances where internal candidates for the athletic directorship are not hired and an outside individual is given the appointment, the Board agrees to, upon request, furnish a written statement to the requesting unsuccessful candidate indicating the reasons he/she was not selected.

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

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

#### **ARTICLE 12 - RETIREMENT PAY**

- A. Upon the retirement or death of the teacher, such teacher or his/her survivors shall be paid an amount equivalent to two (2) and one-half (1/2) days compensation established by the individual's current daily wages at the time of retirement or death for each full-time equivalent year of contracted service to the Town of Somers. To receive this benefit teachers must retire from teaching under the State retirement system and receive pension payments. This article and the benefit it contains shall only apply to bargaining unit members hired on or before June 30, 1994 and will not apply to new hires after said date.
- B. Teachers who qualify for this benefit shall notify the superintendent of their intent to retire by December 31st of the year preceding the effective date of retirement. The purpose of this notification shall be to allow the board the opportunity to budget for the payment of the retirement pay in the next fiscal year. Teachers who do not notify the superintendent by this date shall still qualify for the retirement pay, however, the payment shall be dispersed in the second fiscal year from the retirement announcement.
- C. Teachers who retire due to unexpected disability shall be exempt from the notification required.
- D. Survivors of a teacher who qualifies under Article 13, Paragraph A shall receive the benefit within the fiscal year of the teacher's death unless a request is received to withhold the benefit for estate purposes.

### **ARTICLE 13 - SCHOOL CALENDAR**

- A. The Board shall establish the school calendar. Prior to final determination of the school calendar, the Board shall consult the Association in regard thereto.
- B. The scheduled work year of teachers covered by the classroom teacher salary schedule, other than new personnel, shall begin not earlier than August 25th (excluding weekends) and end not later than June 30, unless otherwise mutually agreed by the Board and the Association. Such period of active employment shall not exceed 180 teaching days with children, plus seven (7) days without children. Six of seven non-teaching days per year will be scheduled by the administration.

Teachers will plan appropriate professional activities within their respective buildings based upon mutual agreement with the building principal for the day after students finish school. Additional non-instructional day(s) implemented during the term of this Contract will be scheduled and planned by the administration after receipt of and consideration of input from the Association.

- C. Teachers whose duties have not been satisfactorily completed in the above-defined period of Section B shall satisfy duty requirements at no cost to the Town of Somers.

### **ARTICLE 14 - TEACHING HOURS AND TEACHER LOAD**

The Board and Association recognize and agree that the teachers' responsibility to their students and their profession generally entails expenditures of time beyond the normal working day. They are, however, entitled to regular time and work schedules on which they can rely in the ordinary days schedule and which will be fairly and evenly maintained to the extent possible throughout the school system, established by the administration annually. It is further agreed that fair, reasonable and equitable duty rosters may be administratively established to provide supervisory coverage for necessary extra duties required for efficient building operation. Such rosters shall include all bargaining unit members; however, the President of the Somers Education Association shall not be assigned non-instructional duties during their term. In the event of Co-Presidents of the Association, only one of the two shall not be assigned non-instructional duties.

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

#### **A. School Day**

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



B. Meetings

1. Required attendance at any meetings and/or workshops which take place after the regular school day shall be limited to four (4) per month, with a forty-eight (48) hour notice and prior agenda. Prior written agendas will be required for faculty meetings. A maximum of three (3) such meetings may be scheduled during a month in which open houses or parent/ teacher conferences are also scheduled.
2. Said required meetings and/or workshops held after a regular school day as defined in Section B, paragraph 1 , will normally be limited to sixty (60) minutes. In cases of unusual circumstances, said required meetings may be extended to ninety (90) minutes.

C. Preparation Period

1. All teachers shall have, in addition to their lunch period, at least five (5) preparation periods per week, the purpose of which shall be to permit the teacher to professionally prepare for his/her teaching assignments. Preparation periods shall be the duration of normal class periods.

D. Duty-Free Lunch

1. All teachers shall have an uninterrupted duty-free lunch period daily of thirty (30) minutes.
2. Teachers are free to leave the school during their lunch period with prior notification to the building principal or his/her designee.

E. Class Size\*

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

	Optimum Number
a. Kindergarten and first grade:	20 pupils per class.
b. Second and third grades:	23 pupils per class.
c. Fourth and fifth grades:	25 pupils per class.
d. Sixth through twelfth grades:	25 pupils per class.

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

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

F. Teaching Periods

1. Secondary school teachers shall not be assigned more than five (5) teaching periods per day, one (1) team meeting time or one (1) subject area learning center, and one (1) duty. Exceptions to this may be made in circumstances covered by such items as double periods, lab or shop courses. The chemical hygiene officer shall not be assigned more than four (4) teaching periods per day and the fifth teaching period per day shall be used to perform the responsibilities of chemical hygiene officer. Training will be provided during the workday to the extent possible.
2. If the secondary and middle schools adopt schedules based upon block or rotating organizational models, future assignments will continue to reflect a balanced teaching assignment as well as other assignments necessary for the successful operation of the school, including but not limited to, preparation periods, duties, team meetings and/or learning centers. None of the foregoing shall diminish the current amount of preparation time, planning time and team meeting time available to teachers affected by the block or rotating organizational models.
3. If it is deemed necessary by the administration, and in conjunction with the teacher and the department, to divide a class for reasons such as, but not limited to, class size, student composition, space considerations, educational concerns of mutual interest, a teacher may be assigned an additional section in lieu of one duty. If the class is to be assigned to a different teacher, then said teacher will, by mutual consent, accept the assignment in lieu of one duty. At the elementary school where the schedule is not divided into 'periods', a teacher may be assigned by mutual consent, an additional academic responsibility in lieu of a duty.

### **ARTICLE 15 - PAYCHECK OPTIONS**

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

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

### **ARTICLE 16 - PAYROLL DEDUCTIONS**

- A. All requests for deductions must be made in writing on approved authorization forms.
- B. Union Dues Deductions
  - 1. All teachers who elect to join the Association shall sign and deliver to the Board, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association.
  - 2. The amount of said dues deduction shall be certified by the Association to the Board prior to the opening of school each year.
  - 3. The Board of Education agrees to forward to the Association treasurer, each month, a check for the amount of money deducted during that month.
  - 4. No later than the first paycheck in October of each year, the Board of Education shall provide the Association with a list of all certified employees, below the rank of principal, employed by the Board of Education as cited in Article 2, Section A. The Board shall notify the Association monthly of any changes in said list.
  - 5. The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability, including attorneys' fees, that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

## **ARTICLE 17 - CONSULTATION PRIVILEGES**

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

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Each employee is entitled to sick leave with full pay of fifteen (15) school days in the beginning of each contract year. In addition, unused sick leave accumulation of up to 185 days shall be carried over from year to year so long as the employee remains continuously in the service of the Board. Teachers employed prior to July 1, 1997 who have accumulated more than 187 sick days shall retain these days. Said teachers shall not accrue additional days unless and until their sick leave accumulation falls below 187 days.
2. If requested by the Superintendent, employees shall provide a certificate from their physician confirming the sickness or the ability of the employee to return to work and perform his/her duties.
3. If further requested by the Superintendent, the employee shall provide a certificate from a physician, appointed by and subsidized by the Board of Education, confirming the sickness or the ability or inability of the employee to return to work.
4. Each employee shall be entitled to use five (5) days of sick leave to attend to serious illness in the immediate family consisting of spouse, life partner, child, parent or relative domiciled in the employee's house. With the approval of the superintendent (not a designee), such leave may also be used to attend to serious illness of a sibling not domiciled in the employee's house.
5. Disability resulting from pregnancy shall be considered sickness for the purposes of this article.
6. In cases of catastrophic illness, the Board, on written request, may, in its discretion, grant additional sick leave after a teacher's full accumulation has been exhausted. Each request shall be reviewed independently and the granting or denial, in each case, shall not establish a precedent in any other case whether similar or dissimilar.
7. **Sick Leave Bank.** For the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of a catastrophic illness as evidenced by medical certification, the Board and the Association established a Sick Leave Bank.

Participation by members of the Association shall be voluntary. Teachers may contribute up to two (2) days of accumulated sick leave each year to the Bank and may contribute up to a maximum of ten (10) days each year.

The Bank shall be administered by a committee consisting of the Superintendent or designee, one representative selected by the Association, and one representative selected by the aforementioned committee members. This committee shall consider the eligibility of teachers to draw from the Bank.

The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a teacher to draw from the Bank and determining the amount of leave:

- a) A teacher must have completed two (2) years of service in Somers.
- b) A teacher must have used up all of his or her accumulated sick leave.
- c) A teacher must submit competent and timely evidence that the leave is necessary due to serious and lengthy illness that is not covered by workers' compensation.
- d) A teacher must have contributed days to the Bank in the academic year in which they are seeking to utilize the Bank.

Upon compliance with the criteria, above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank. The cumulative total of the two (2) grants shall not exceed 100 days. In any event, teachers shall be eligible to receive no more than 100 days from the Sick Leave Bank in any three-year period. The Association President may receive a report on sick leave bank activity upon request. The decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance procedure or arbitration.

#### B. Personal Days

- 1. Request for personal days shall be submitted to the building principal two (2) work days in advance. If a teacher who applied for such a day has not been informed of action taken on the request in a timely manner, then the teacher shall assume permission was granted. A total of three (3) days without salary deductions may be allowed, and may accumulate from year to year up to a maximum of four (4) days for the following:
  - a. Personal business that cannot be transacted outside of regular school hours (teacher not required to give reason).

- b. Attendance in court, or other legal demands outside the employee's control.
  - c. Attendance at graduation exercises (self, spouse, son/daughter).
  - d. Other days without salary deduction, in cases of emergency or hardship, may be granted at the discretion of the Superintendent.
  - e. No days without salary deductions shall be granted immediately prior to or following a school holiday or vacation except for reasons specified in paragraphs b., c., and d. above.
2. Beyond paragraph 1, and contingent upon advance notice, the Superintendent may grant personal days, not to exceed three (3) per year, required by an employee for religious observance.

C. Bereavement Days

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

D. Professional Days

- 1. The Board and the Association recognize the value of professional days to practicing members of our teaching staff. Such days may take the form of school visitations within or outside of the district, attendance at workshops or other such activities recognized to be of value in improving system efficiency and expertise. In order to make appropriate arrangements, requests for such days must be made in writing six (6) workdays prior to the day of such leave to the staff member's immediate supervisor, final approval or disapproval to be given by the Superintendent of Schools or his/her designee, who shall respond to such requests in a timely fashion.

2. Compensation for leaves mentioned in paragraph I for in-state or out-of-state travel may be recommended by the immediate supervisor.
3. A professional development committee shall be established in accordance with C.G.S. § 10-220a.

E. Other Leaves

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

F. Maternity Leave

1. Pregnancy and Childbirth Leave

- a. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in section 10-156 of the Connecticut General Statutes.)
- b. Accumulated sick leave shall be available for use during periods of such disability.
- c. Section A, paragraph 2, of this article applies to disability due to pregnancy.
- d. Disability leave beyond any accumulated sick leave may be available, without pay, for such reasonable further period of time as a female employee is determined, by her physician, to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. Details of such possible extension must be in writing with the Superintendent's approval.
- e. A copy of C.G.S. Section 46a-60, for informational purposes only, is set forth in Appendix H.

2. Childrearing Leave

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

- a. Apart from previously mentioned disability leave regulations, Section 1, paragraphs a through e above, notification in writing must be given to the office of the Superintendent five (5) working days prior to March 1 if said teacher on extended leave without pay plans to return in the next school year.
- b. In cases of requested leave for childrearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than three (3) months prior to the anticipated



birth of a child, or the arrival of an adopted child, provided that exceptions may be made by the Superintendent in cases of adoption in the event such advance notice cannot be given. If extenuating circumstances exist relating to the birth of a child, previously approved childrearing leave will be waived at the discretion of the Superintendent.

- c. The cost of insurance and other employee fringe benefits, including payment to the State Teachers' Retirement System, if continued, shall be paid in full by the employee.
- 3. An employee returning to service under either paragraph 1 or 2 above shall provide a written statement from her physician that she is capable of resuming her duties.
- 4. The Superintendent shall grant sick days (not to exceed five (5) days annually) for the purpose of adoption, placement of a foster child or the birth of a child in the case of a second parent. Such days shall be deducted from the teacher's accrued sick leave. These days shall be distinct from the benefit provided in Article 19, A.4 (illness in the immediate family).

G. Sabbatical Leave

- 1. Upon the recommendation of the Superintendent, an extended leave of absence (release of an employee from part or all of his/her duties) for either a full or one-half academic year ("sabbatical leave") may be granted at the discretion of the Board to an employee. The employee must have completed at least six (6) consecutive years of satisfactory service with the Board.
- 2. Request for sabbatical leave must be received by the Superintendent, in writing in such form as may be required, under normal circumstances no later than February 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent.
- 3. Response shall be made to the employee, relative to the status of the request for sabbatical leave, within sixty (60) days of submission to the Board of Education.
- 4. Employees absent on sabbatical leave shall be paid at fifty percent (50%) of the contract rate in effect during such leave; provided, however, reductions shall be made where necessary so that the total of such payments, together with any amounts received in connection with the activities carried on during the sabbatical leave, do not exceed the salary to which such employee would have been entitled under this contract for service with the Board during the period of such leave.

5. Sabbatical leave, once granted, may not be terminated before the date of the expiration of the leave unless mutually agreed upon by the employee and the Superintendent.
6. A sabbatical leave may only be requested for the following reasons:
  - a. study in an approved institution;
  - b. a problem or project pursued individually with the sanction of an approved graduate school;
  - c. travel from which experiences would enhance the quality of education in Somers.

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

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

#### H. Leaves Without Pay

Leaves of absence without pay may be granted for advanced study, Peace Corps service, Teacher Corps service, VISTA, prolonged illness, needed rest, necessities of home and allied reasons. Leave shall be limited to one (1) school year except for Peace Corps service, which shall be limited to two (2) years. Upon return to service from leaves for advanced study, VISTA or Peace Corps service, the employee shall be

placed on the step of the salary schedule that would have been attained had there been no leave. Such employee shall be returned to a position for which the employee is certified. Returnees from other leaves shall be placed on the salary step held at the time such leaves commenced, subject to pertinent laws.

#### **ARTICLE 19 - ASSOCIATION RIGHTS**

- A. The Association shall have the right to use bulletin board space as designated by the administration, and the right to place material related to Association business on this bulletin board and in the mailbox of any bargaining unit employee.
- B. The Board agrees to split the cost with the SEA of furnishing a written copy of the contract to each teacher.

#### **ARTICLE 20 - PROCEDURES FOR REDUCTION SEPARATION AND RECALL OF PROFESSIONAL STAFF**

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

- B. **Procedure**

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

- 1. **Experience and Certification Status**
  - a. Volunteer retirements, volunteer transfers and voluntary resignation.
  - b. Certified nontenured teachers.
  - c. Certified tenured teachers.
  - d. In all cases of staff reduction, the best interests of the system as determined by the Board and the Administration shall be weighed.

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

## 2. Details of Experience

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

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

## 3. Notification

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

## C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of a position or a reduction in professional staff and who, as of the effective date of the layoff, had obtained tenure as provided under state law shall be placed on a reappointment list for two (2) calendar years, provided such teacher does not refuse a reappointment, and provided such teacher applies in writing by registered mail for name retention on said list on or before May 1 of each year subsequent to termination.
2. Any teacher on the reappointment list shall receive a written offer of reappointment at least thirty (30) days, when possible, prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within ten (10) days. If the appointment is accepted, the teacher shall receive a written contract at least fifteen (15) days, where possible, prior to the effective date of reemployment.
3. Recall will be based on a reversal of the staff reduction criteria.
4. No new teachers shall be hired in a subject area or grade level before teachers who were laid off from other subject areas or grade levels, who may be qualified and who possess the necessary certification and the recommendation of administration, are recalled or decline the opening.

5. The separation of a teacher pursuant to this procedure will not affect any fringe benefits earned and/or accumulated, or benefits to be earned and/or accumulated, when reemployed, with the exception of salary schedule increments and years of service as applied to the teacher's retirement.

D. Applicability to Grievance and Arbitration

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

**ARTICLE 21 - DURATION**

- A. This Agreement contains the full and complete Agreement between the Board and the Association, and neither party shall be required, during the term hereof, to negotiate upon any issue covered in this Agreement.
- B. The provisions of this Agreement shall be effective on July 1, 2024, and shall continue and remain in full force and in effect until June 30, 2027.

**ARTICLE 22 - SAVINGS CLAUSE**

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

**ARTICLE 23 - SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have hereunto to be executed by their duly authorized representatives this 30<sup>th</sup> day of November, 2023.

Witness:

SOMERS EDUCATION ASSOCIATION

Shannia E. BurnsBy: Evin McQuinn  
, SEA Designee

Witness:

SOMERS BOARD OF EDUCATION

Shannia E. BurnsBy: Anne Kirkpatrick  
Anne Kirkpatrick, Chairman

**APPENDIX A - SALARY SCHEDULE – 2024-27**

**2024-2025**

Step	BA	BA + 15	BA + 30	MA	MA + 9	MA + 18	6 <sup>TH</sup> YR	6 <sup>th</sup> + 9	6 <sup>th</sup> + 18
1	49,290	49,921	50,248	51,638	52,433	52,919	55,812	55,864	56,514
2	51,168	51,800	52,125	53,602	54,398	54,883	56,992	57,950	58,602
3	53,119	53,750	54,076	55,638	56,433	56,918	59,166	60,124	60,774
4	55,152	55,783	56,108	57,761	58,556	59,043	61,425	62,381	63,033
5	57,265	57,896	58,221	59,964	60,759	61,246	63,770	64,728	65,379
6	59,464	60,096	60,419	62,258	63,054	63,540	66,214	67,172	67,821
7	61,747	62,379	62,705	64,650	65,447	65,934	68,752	69,708	70,359
8	64,120	64,752	65,074	67,137	67,931	68,417	71,394	72,350	73,001
9	66,593	67,225	67,549	69,719	70,516	71,001	74,135	75,091	75,743
10	69,534	70,164	70,489	72,767	73,562	74,047	77,363	78,319	78,971
11	73,423	74,069	74,402	77,519	78,332	78,827	82,307	83,285	83,951
12	77,316	77,974	78,314	82,272	83,102	83,608	87,251	88,250	88,932
13	80,679	81,357	81,706	86,167	87,020	87,542	91,334	92,362	93,062
14	84,127	84,831	85,192	90,019	90,904	91,444	95,915	96,468	97,193
15	89,245	89,990	90,372	95,679	96,615	97,188	101,398	102,527	103,296

At twenty-two (22) years of experience teachers move to superstep of maximum plus \$1,300. (*Parties need to discuss this matter*)  
 All teachers not on the maximum step, advance one step.

**2025-2026**

Step	BA	BA + 15	BA + 30	MA	MA + 9	MA + 18	6 <sup>TH</sup> YR	6 <sup>th</sup> + 9	6 <sup>th</sup> + 18
1	49,660	50,295	50,625	52,025	52,826	53,316	56,231	56,283	56,938
2	51,552	52,189	52,516	54,004	54,806	55,295	57,419	58,385	59,042
3	53,517	54,153	54,482	56,055	56,856	57,345	59,610	60,575	61,230
4	55,566	56,201	56,529	58,194	58,995	59,486	61,886	62,849	63,506
5	57,694	58,330	58,658	60,414	61,215	61,705	64,248	65,213	65,869
6	59,910	60,547	60,872	62,725	63,527	64,017	66,711	67,676	68,330
7	62,210	62,847	63,175	65,135	65,938	66,429	69,268	70,231	70,887
8	64,601	65,238	65,562	67,641	68,440	68,930	71,929	72,893	73,549
9	67,092	67,729	68,056	70,242	71,045	71,534	74,691	75,654	76,311
10	70,056	70,690	71,018	73,313	74,114	74,602	77,943	78,906	79,563
11	73,974	74,625	74,960	78,100	78,919	79,418	82,924	83,910	84,581
12	77,896	78,559	78,901	82,889	83,725	84,235	87,905	88,912	89,599
13	81,284	81,967	82,319	86,813	87,673	88,199	92,019	93,055	93,760
14	84,758	85,467	85,831	90,694	91,586	92,130	96,634	97,192	97,922
15	91,476	92,240	92,631	98,071	99,030	99,618	103,933	105,090	105,878

At twenty-two (22) years of experience teachers move to superstep of maximum plus \$1,300. (*Parties need to discuss this matter*)  
 All teachers not on the maximum step, advance one step.



**2026-2027**

	BA	BA +15	BA +30	MA	MA +9	MA +18	6 <sup>TH</sup> YR	6 <sup>th</sup> +9	6 <sup>th</sup> +18
<b>Step</b>									
1	49,908	50,546	50,878	52,285	53,090	53,583	56,512	56,564	57,223
2	51,810	52,450	52,779	54,274	55,080	55,571	57,706	58,677	59,337
3	53,785	54,424	54,754	56,335	57,140	57,632	59,908	60,878	61,536
4	55,844	56,482	56,812	58,485	59,290	59,783	62,195	63,163	63,824
5	57,982	58,622	58,951	60,716	61,521	62,014	64,569	65,539	66,198
6	60,210	60,850	61,176	63,039	63,845	64,337	67,045	68,014	68,672
7	62,521	63,161	63,491	65,461	66,268	66,761	69,614	70,582	71,241
8	64,924	65,564	65,890	67,979	68,782	69,275	72,289	73,257	73,917
9	67,427	68,068	68,396	70,593	71,400	71,892	75,064	76,032	76,693
10	70,406	71,043	71,373	73,680	74,485	74,975	78,333	79,301	79,961
11	74,344	74,998	75,335	78,491	79,314	79,815	83,339	84,330	85,004
12	78,285	78,952	79,296	83,303	84,144	84,656	88,345	89,357	90,047
13	81,690	82,377	82,731	87,247	88,111	88,640	92,479	93,520	94,229
14	85,182	85,894	86,260	91,147	92,044	92,591	97,117	97,678	98,412
15	93,763	94,546	94,947	100,523	101,506	102,108	106,531	107,717	108,525

At twenty-two (22) years of experience teachers move to superstep of maximum plus \$1,300. (*Parties need to discuss this matter*)  
 All teachers not on the maximum step, advance one step.

### **APPENDIX A - SALARY SCHEDULE STATUS**

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

Any teacher anticipating a salary status change should apply for such change prior to December 1 . Upon approval from the Superintendent or designee, the teacher shall advance to the appropriate salary status effective on the first teacher work day of the next fiscal year.

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

## APPENDIX B - INSURANCE PROGRAM

### A. The Board of Education agrees to assume:

1. One hundred percent (100%) of the cost of Life Insurance and Accidental Death & Dismemberment, face value of fifty thousand dollars (\$50,000) for each employee.
2. One hundred percent (100%) of the cost of Disability Insurance (LTD) at a monthly benefit of 60% of salary, up to a maximum of \$3,000. The Board may choose the same carrier for LTD and Life Insurance as long as the benefits remain substantially equivalent.
3. The Board shall provide life insurance and disability coverage on a pro-rated basis to parttime teachers who work a minimum of 0.50 of full-time.
4. Any full-time (1.0) teacher employed for a year or more who is reduced to part-time status will continue to receive the full benefits for the remainder of the school year they are reduced.
5. In addition, the Board of Education shall offer a full flexible benefits plan Section 125 pretax premium conversion account to all teachers for the purpose of allowing teachers to meet their insurance premium share contribution and to cover allowable (under Section 125 of the IRS regulations) medical expenses and dependent care. Board expenses will be capped at \$3,000 setup and \$6.50 per month/member.
6. The Board shall provide an all-risk insurance policy with a two thousand dollar (\$2,000) limit and fifty-dollar (\$50) deductible covering educational materials owned by the teacher and in place in a given building. Prior to any teachers being eligible for this insurance, they must fill out a form to be provided by the Central Office on or before September 1<sup>st</sup> each year listing relative value of personal educational materials which they have brought to school for the purpose of supplementing their teaching.
7. The Board reserves the right to change insurance carriers for any of the above coverages or to self-insure in whole or in part, provided that coverage and services remain substantially equivalent under the plans as viewed as a whole. Prior to any such change, the Association shall be notified in writing at least thirty (30) days in advance of any proposed change and be given a full opportunity to review the proposed change for purposes of satisfying itself that the change will provide substantially equivalent coverage and services as defined above. However, should the Association not agree that such will be the case under the proposed change, it must notify the Board in writing within said thirty (30) day period in which case the parties agree to submit the question of whether the proposed changes are substantially equivalent in terms of coverage and

services as defined above to an arbitrator with insurance experience under the arbitration procedures of the American Arbitration Association. Except for the expedited arbitration aspect, such arbitration shall be conducted pursuant to the arbitration provisions of the grievance procedure in this contract. No change shall be made by the Board until the arbitrator has ruled.

B. Voluntary Waiver of Health Insurance Coverage

1. Any S.E.A. member may elect on a completely voluntary basis to waive Board approved health insurance coverage. S.E.A. members electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year, provided they furnish satisfactory proof of comparable coverage elsewhere and provided they have been covered by the insurance they seek to waive for at least one (1) year (except for new hires).
2. In consideration of such voluntary waiver of the entitled insurance coverage, the Board will pay One Thousand Dollars (\$1,000) for such waiver. Only those teachers who received the waiver in 2010-11 shall be eligible to participate in the future, so long as they continuously waive the insurance.
3. Any S.E.A. member who, because of changed circumstances, wishes to revoke his/her insurance waiver may do so by notifying the Superintendent of Schools in writing. Upon receipt of such notification, the Superintendent will contact the applicable insurance carriers and request reinstatement of the member under Board approved health insurance coverage. Any waiver money will be returned on a prorated basis.
4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. S.E.A. members who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period(s). Coverage will be reinstated thirty (30) days after receipt of written reinstatement request if acceptable to the carrier(s). If the request is not accepted, the parties will immediately negotiate over the situation concerning effective date of coverage reinstatement. The terms of this waiver provision must also be acceptable to the underlying carriers.
5. The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits. The plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

6. The premium rates shall be set by the SPP. Based on such rates, a blended rate will be established to provide the same rate to active and retired teachers in accordance with state statute.
7. The employee percentage share of such premium cost shall be 23.0%.
8. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP, as amended.
9. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
  - If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. For purposes of this Agreement, a substantial increase shall be defined as five percentage points above national trend. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
  - If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. For purposes of this Agreement, a substantial increase shall be defined as five percentage points above national trend. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
- 10.. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Appendix B to be the baseline for such negotiations, and the parties shall consider the following additional factors:
  - Trends in health insurance plan design outside of the SPP;

- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

### APPENDIX C - TEACHER'S ANNUAL SALARY NOTIFICATION

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

Any special or unusual classes or assignments are noted as follows: (if inapplicable,  
 mark as "N/A") \_\_\_\_\_.

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

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

Pay Election of 22 pays (check box) ☐

-Or-

Pay Election of 26 pays (check box) ☐

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date



**APPENDIX E - SOMERS BOARD OF EDUCATION and  
SOMERS EDUCATION ASSOCIATION**

**GRIEVANCE FORM**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ CENTRAL OFFICE: \_\_\_\_\_

FROM: \_\_\_\_\_  
(person filing grievance)

This is an informal grievance \_\_\_\_\_

This is LEVEL: (circle one)

A formal grievance \_\_\_\_\_

1      2      3      4

Briefly state grievance: \_\_\_\_\_

(check one)

or action: \_\_\_\_\_

Suggested remedy:

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

\_\_\_\_\_

Signature of person filing grievance:

\_\_\_\_\_

**APPENDIX F - DIFFERENTIALS FOR ADDED  
RESPONSIBILITIES AND EXTRA DUTIES**

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
A. Team Leaders:	\$2,475	\$2,549	\$2,625
B. Head Teachers:	\$2,200	\$2,266	\$2,334
C. TEAM Mentor (per module):	\$452	\$466	\$480
D. Athletic Director:	\$6,430	\$6,623	\$6,822

E. Coaches:

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

	<u>Level I (0-3 years experience)</u>		
	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
<u>Fall Sports:</u>			
Soccer (VG/VB)	\$4,140	\$4,264	\$4,392
Soccer (JVG/JVB)	\$2,896	\$2,983	\$3,072
Field Hockey (VG)	\$4,140	\$4,264	\$4,392
Field Hockey (JVG)	\$2,896	\$2,983	\$3,072
Field Hockey (MS)	\$1,386	\$1,428	\$1,471
Cross Country (V)	\$4,140	\$4,264	\$4,392
Cross Country (MS)	\$1,386	\$1,428	\$1,471
<u>Winter Sports:</u>			
Basketball (VG/VB)	\$6,248	\$6,435	\$6,628
Basketball (JVG/JVB/Freshmen)	\$4,359	\$4,490	\$4,625
Wrestling (VB)	\$5,685	\$5,856	\$6,032
Wrestling (J V)	\$3,975	\$4,094	\$4,217
Cheerleader	\$1,690	\$1,741	\$1,793
<u>Spring Sports</u>			
Baseball (VG)	\$4,140	\$4,264	\$4,392
Baseball (JV)	\$2,896	\$2,983	\$3,072
Softball (VG)	\$4,140	\$4,264	\$4,392
Softball (JV)	\$2,896	\$2,983	\$3,072
Track (Head Coach)	\$4,140	\$4,264	\$4,392
Track (Assistant Coach)	\$2,896	\$2,983	\$3,072
Golf(V)	\$3,950	\$4,069	\$4,191
Tennis (V)	\$3,950	\$4,069	\$4,191
Lacrosse (VB)	\$4,140	\$4,264	\$4,392
Lacrosse (JVB)	\$2,896	\$2,983	\$3,072
Lacrosse (VG)	\$4,140	\$4,264	\$4,392
Lacrosse (JVG)	\$2,896	\$2,983	\$3,072

	<u>Level II (3+ years experience)</u>		
	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
<u>Fall Sports:</u>			
Soccer (VG/VB)	\$4,656	\$4,796	\$4,940
Soccer (JVG/JVB)	\$3,263	\$3,361	\$3,462
Field Hockey (VG)	\$4,656	\$4,796	\$4,940
Field Hockey (JVG)	\$3,263	\$3,361	\$3,462
Field Hockey (MS)	\$1,666	\$1,716	\$1,767
Cross Country (V)	\$4,656	\$4,796	\$4,940
Cross Country (MS)	\$1,666	\$1,716	\$1,767
<u>Winter Sports:</u>			
Basketball (VG/VB)	\$7,009	\$7,219	\$7,436
Basketball (JVG/JVB/Freshmen)	\$4,925	\$5,073	\$5,225
Wrestling (VB)	\$6,391	\$6,583	\$6,780
Wrestling (JV)	\$4,481	\$4,615	\$4,753
Cheerleader	\$1,690	\$1,741	\$1,793
<u>Spring Sports:</u>			
Baseball (VG)	\$4,656	\$4,796	\$4,940
Baseball (JV)	\$3,263	\$3,361	\$3,462
Softball (VG)	\$4,656	\$4,796	\$4,940
Softball (JV)	\$3,263	\$3,361	\$3,462
Track (Head Coach)	\$4,656	\$4,796	\$4,940
Track (Assistant Coach)	\$3,263	\$3,361	\$3,462
Golf(V)	\$4,440	\$4,573	\$4,710
Tennis (V)	\$4,440	\$4,573	\$4,710
Lacrosse (VB)	\$4,656	\$4,796	\$4,940
Lacrosse (JVB)	\$3,263	\$3,361	\$3,462
Lacrosse (VG)	\$4,656	\$4,796	\$4,940
Lacrosse (JVG)	\$3,263	\$3,361	\$3,462

## F. Other Student Body Activities' Advisors:

	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
Class Advisors (Grades 6, 7, 8)	\$897	\$924	\$952
Class Advisors (Grades 9, 10)	\$1,624	\$1,673	\$1,723
Class Advisor (Grade 11 )	\$2,896	\$2,983	\$3,072
Class Advisor (Grade 12)	\$4,140	\$4,264	\$4,392
National Honor Society Advisor (High School)	\$1,223	\$1,260	\$1,298
Yearbook Advisor (Middle School)	\$1,221	\$1,258	\$1,296
Yearbook Advisor (High School)*	\$4,079	\$4,201	\$4,327
Student Council Advisor (Elementary School)	\$853	\$879	\$905
Student Council Advisor (Middle School)	\$1,411	\$1,453	\$1,497
Student Council Advisor (High School)	\$1,882	\$1,938	\$1,996
Beta Advisor (High School)	\$847	\$872	\$898
FCCLA Advisor (High School)	\$847	\$872	\$898
Tech Club Advisor (High School)	\$847	\$872	\$898
Tech Club Advisor (Middle School)	\$847	\$872	\$898
Chess Club Advisor (Middle School)	\$847	\$872	\$898
[new] Model UN	\$847	\$872	\$898
[new] E Sports	\$847	\$872	\$898
[new] American Sign Language Club	\$847	\$872	\$898
[new] Establishing Leaders of the Future	\$847	\$872	\$898
[new] Strategy Games	\$847	\$872	\$898
[new] Art Evening Exhibition per person	\$161	\$166	\$171
Drama Club Advisor (High School)	\$5,548	\$5,714	\$5,885
Drama Club Advisor (Middle School)	\$5,548	\$5,714	\$5,885
NEASC chair (during site visit year)	\$1,664	\$1,714	\$1,765
Newspaper Advisor (Middle School)	\$938	\$966	\$995
Newspaper Advisor (High School)	\$2,259	\$2,327	\$2,397
Literary Magazine Advisor (Middle/High Schools) (per issue)	\$490	\$505	\$520
Club Advisors (Middle/High Schools)	\$847	\$872	\$898
Teacher Chaperones for School Dances (after school)	\$88	\$91	\$94
Student Cafe Advisor	\$2,071	\$2,133	\$2,197
Radio Station Advisor	\$1,315	\$1,354	\$1,395
JETS Advisor (High School)	\$660	\$680	\$700
Ski Club (HS) (MS) (per person)	\$847	\$872	\$898
Students Supporting Students Advisor (High School)	\$1,277	\$1,315	\$1,354
School Store Coordinator	\$2,040	\$2,101	\$2,164

\*When scheduled as a 6<sup>th</sup> class, teacher shall be relieved of duties.

F. Guidance Counselors

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

G.	<u>Music Department:</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>
	Choral Advisor (Grades 4-5)	\$1,952	\$2,011	\$2,071
	Band Advisor (Grades 4-5)	\$2,562	\$2,639	\$2,718
	High School Combined Ensembles Advisor	\$3,761	\$3,874	\$3,990
	Parade Advisor (Middle School)* (per parade)	\$338	\$348	\$358
	Parade Advisor (High School)* (per parade)	\$338	\$348	\$358
	[new] After School per person for Eastern Regional Concert	\$161	\$166	\$171
	[new] After School per person for NCCC Concert	\$161	\$166	\$171
	[new] After School per person for All State Concert	\$161	\$166	\$171

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

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

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

- H. Speech Language Pathologists shall be reimbursed by the Board for their annual state license/certification fee.

I. Workshop

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

Teachers or groups of teachers who are required to attend workshops extending beyond their contractual day/year shall be paid \$25.54 (in 24-25), and \$26.31 (in 25-26), and \$27.10 (in 26-27) per hour of time in attendance.

Certified staff who voluntarily serve as presenters of workshops held outside the contract day or year shall be paid \$127.65 (in 24-25), and \$131.48 (in 25-26), and \$135.42 (in 26-27) per hour of workshop inclusive of preparation time. Repeated workshops shall be paid at \$76.58 (in 24-25), and \$78.88 (in 25-26), and \$81.25 (in 26-27) per hour inclusive of preparation time. Workshops presented jointly shall be paid at \$95.73 (in 24-25), and \$98.60 (in 25-26), and \$101.56 (in 26-27) per hour per presenter for the original workshop or \$63.83 (in 24-25), and \$65.74 (in 25-26), and \$67.71 (in 26-27) per hour per presenter for a repeated workshop inclusive of preparation time.

Teachers who present workshops during the scheduled contract day shall be paid for preparing for the workshop at a rate of \$51.07 (in 24-25), and \$52.60 (in 25-26), and \$54.18 (in 26-27) per hour of workshop time.

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

J. Ad Hoc Working Committee

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

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

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

The estimated committee time shall be multiplied by \$34.19 (in 24-25), and \$35.22 (in 25-26), and \$36.28 (in 26-27) to set the compensation for service on the committee. The chairperson of the project shall be paid \$43.13 (in 24-25), and \$44.42 (in 25-26), and \$45.75 (in 26-27) times the number of committee hours.

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

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

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

K. Curriculum

Teachers who write curriculum at the request of the Administration beyond the contractual day shall be compensated at the rate of \$33.19 (in 24-25), and \$34.19 (in 25-26), and \$35.22 (in 26-27) per hour.

L. Homebound Tutoring

Homebound tutoring is defined as mandated instruction that is provided to students who are unable to attend school. Teachers who serve the Board as homebound tutors shall be compensated at the rate of \$31.91 (in 24-25), and \$32.87 (in 25-26), and \$33.86 (in 26-27) per hour.

M. Summer School

Teachers who serve the Board as summer school teachers shall be compensated at the rate of \$41.67 (in 24-25), and \$42.92 (in 25-26), and \$44.21 (in 26-27).

N. Stipend Creation Process

Any teacher may request a new stipend for clubs or student activities prior to December 31 for the following school year by submitting a proposal to the school principal with a copy to the Superintendent. Any such proposal should include as much information as possible detailing the benefit of the club/activity to the students of Somers. Such details should include: the anticipated number of students involved, the number of hours required by the coordinator, the risk of student safety, any planned culminating activities, the amount of required planning and preparation, any required special certifications, any possible community service involvement, and such other requirements or information as the Board of Education may specify.

## **APPENDIX G - JOB-SHARING AGREEMENT**

### **A. Definitions**

“Job sharing” shall refer to two teachers voluntarily sharing one full-time position in which each member is contracted to work part of the regularly scheduled school year. “School day” is defined in Article 15, paragraph A of the master contract. “Team” shall refer to two teachers sharing the one full-time position.

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

“S.E.A.” shall refer to Somers Education Association.

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

### **B. Organization of the Team**

#### **1. Selection:**

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

#### **2. Application:**

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

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

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



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

3. Length of Agreement to Job Share:

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

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

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

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

C. Conditions

1. Communications:

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

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

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

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

2. Seniority:

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

3. Substitutes:

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

4. Return to Full-Time:

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

5. Tenure:

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

D. Salary and Benefits

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

2. Insurance Coverage:

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

3. Leaves:

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

E. Exclusions

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

## APPENDIX H

### *FOR INFORMATIONAL PURPOSES ONLY*

#### **§46a-60. Discriminatory employment practices prohibited**

(a) It shall be a discriminatory practice in violation of this section: . . .

(7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to limit, segregate or classify the employee in a way that would deprive her of employment opportunities due to her pregnancy; (F) to discriminate against an employee or person seeking employment on the basis of her pregnancy in the terms or conditions of her employment; (G) to fail or refuse to make a reasonable accommodation for an employee or person seeking employment due to her pregnancy, unless the employer can demonstrate that such accommodation would impose an undue hardship on such employer; (H) to deny employment opportunities to an employee or person seeking employment if such denial is due to the employee's request for a reasonable accommodation due to her pregnancy; (I) to force an employee or person seeking employment affected by pregnancy to accept a reasonable accommodation if such employee or person seeking employment (i) does not have a known limitation related to her pregnancy, or (ii) does not require a reasonable accommodation to perform the essential duties related to her employment; (J) to require an employee to take a leave of absence if a reasonable accommodation can be provided in lieu of such leave; and (K) to retaliate against an employee in the terms, conditions or privileges of her employment based upon such employee's request for a reasonable accommodation.

**SIDE BAR AGREEMENT - TEACHING HOURS AND TEACHER LOAD\***

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

The Superintendent (1)

An Administrator (1)

Teachers directly affected by the increased enrollment (1)

The Association (1) for a total of four (4) votes. The mediation committee will attempt to determine and implement alternatives that address the increased class size situation.

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

\*See also Article 15, Teaching Hours and Teacher Load

**SIDE BAR AGREEMENT - MENTOR COOPERATING AND ASSESSOR TEACHERS**

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

1. The Association hereby waives for the present time, any right it may have to demand bargaining over major terms or conditions of employment for mentor, cooperating and assessor teachers.
2. The Association reserves the right to demand bargaining over these matters at some future date.
3. Said waiver shall not be raised as a defense by the Board of Education to an Association demand to bargain over these matters at some future date.

The Board of Education does not, by this agreement, waive any claim it may wish to raise regarding the non-negotiability of such matters if the Association makes a demand to bargain over these matters at some future date.