

PROFESSIONAL AGREEMENT

Between the

**SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12
BOARD OF EDUCATION**

and the

SHEPAUG VALLEY EDUCATION ASSOCIATION

July 1, 2017 to June 30, 2020

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ARTICLE 1 RECOGNITION

A. The Board recognizes the Shepaug Valley Education Association as the exclusive certified bargaining representative pursuant to the Teacher Negotiation Act (C.G.S. 10-153a, et seq.) as amended from time to time for the purpose of negotiating over salaries and all other conditions of employment for all certified professional employees of the Board below the rank of Building Administrator and those teaching-administrative employees assigned to administrative duties more than 60% of the school day, excluding temporary substitutes.

B. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustments and procedures.

C. The Board agrees to deduct from the salary of each teacher an amount equal to the Association's membership dues or service fee by means of payroll deductions. The amount of the membership dues or service fee shall be certified by the Association to the Superintendent of Schools (or his/her designee) prior to November first of each school year.

The amount of service fee shall be certified by the Association to the Superintendent of Schools (or his/her designee) prior to January first of each school year.

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

D. The Board agrees to forward to the Association each payroll period a check for the amount of money deducted during that payroll period. The Board shall also include a list of teachers from whom each deduction was made along with each check.

E. The singular reference to the "Association" herein shall be interpreted as referring to the Shepaug Valley Education Association.

F. The singular reference to the "Board" herein shall be interpreted as referring to the Board of Education of the Shepaug Valley Regional School District Number 12 (covering the towns of Bridgewater, Roxbury and Washington, Connecticut).

G. Durational Shortage Area Permit (DSAP) holders shall be members of the bargaining unit as required by law, provided that DSAP holders shall not be subject to the provisions of the state teacher tenure law and shall not acquire seniority benefits under this Agreement. Further, DSAP holders shall not be covered by the provisions of Article 21 (Promotions and Vacancies); Article 35 and Appendices A1-3 (Contracts of Employment) and shall not be eligible for any leave granted under this Agreement that extends beyond the school year in which the leave was begun.

ARTICLE 2 GENERAL PROVISIONS

All provisions of the Agreement shall apply to all teachers without discrimination in regard to age, race, creed, color, religion, nationality, sex, marital status, or other applicable unlawful discriminatory standard.

ARTICLE 3 DURATION

This Agreement shall take effect July 1, 2017 and will remain in full force and effect through June 30, 2020. This Agreement contains the full and complete agreement of the parties on all bargainable issues, and neither party shall be required to negotiate over any subject whether or not included herein during the life of this Agreement. All prior agreements and understandings are void and of no force and effect unless specifically incorporated herein.

ARTICLE 4 AMENDMENT

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 5 SEVERABILITY

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

ARTICLE 6 GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under this Agreement affecting the welfare or working conditions of teachers. These proceedings shall be kept confidential. Termination or nonrenewal of contract, covered under the Teacher Tenure Act, Conn. Gen. Stat 10-151 as amended from time to time, is not considered grievable under this Agreement.

B. Definitions

1. "Grievance" shall be defined as a claim by a teacher that there exists for him or her a personal loss or injury based upon a violation, misinterpretation or inequitable application of a specific term of this Agreement.

2. "Teacher" shall mean any certificated professional employee covered by this Agreement.

While grievances are usually of an individual nature, nothing in this Grievance Procedure shall preclude the right of individuals similarly affected by an alleged breach to file a grievance separately or jointly.

3. "Party of interest" shall mean the person or persons making the claim, including their designated representatives as provided herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

4. "Days" shall mean days when school is in session during the school year and legal business days during the summer recess.

C. Time Limits

1. Since it is important that grievances be processed as fairly and as rapidly as possible, the number of days indicated in each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of both parties in interest.

2. If a teacher does not file a grievance in writing within twenty (20) days after he or she knew of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by the administration/board to render a decision on a teacher's grievance within the time limits specified in the Formal Procedure below shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

D. Informal Procedures

If a teacher feels that he or she may have a grievance, he or she shall first discuss the matter with the principal or immediate superior in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - School Principal

(a) If an aggrieved teacher is not satisfied with the outcome of the informal procedures, he or she may present the claim as a written grievance to the principal, or to the individual assigned to act in his or her stead, with a copy to the Superintendent. This written grievance shall be delivered personally or by certified mail.

(b) The principal shall, within five (5) days after receipt of the written grievance, render a decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Superintendent. The answer shall be delivered personally or by certified mail.

(c) Since some grievances are out of the purview of level one administrators, in the interest of fostering speedy settlements of such grievances with a minimum of paperwork and effort, a form will be provided to permit level one administrators to immediately pass such grievances on to level two. Such grievances will be continued under all the conditions described below for level two grievances.

2. Level Two - Superintendent of Schools

(a) If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, he or she may, within five (5) days after notification of the decision, file the written grievance with the Superintendent of Schools and the Association. The teacher or teachers may request the assistance of the Association.

(b) The Superintendent or his or her designated administrator who shall be other than the principal involved in Level One shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher or teachers and designated representatives from the Association for the purpose of resolving the grievance. A full and accurate record of such hearings shall be kept by the Superintendent and made available to the party in interest upon written request.

(c) The Superintendent or his or her designated administrator who shall be other than the principal involved in Level One shall, within five (5) days after the hearing, render a decision and the reasons therefore in writing to the aggrieved teacher or teachers and the Association.

3. Level Three - Board of Education

(a) If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two, he or she may, within five (5) days after the decision, file the grievance with the Association for appeal to the Board of Education.

(b) The Association shall, within five (5) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education or its designated subcommittee, if approved by the aggrieved teacher or teachers, shall, within not more than twenty (20) days, unless mutually agreed to by the aggrieved teacher or teachers and the Board, meet with the aggrieved teacher or teachers and with the representatives of the Association in executive session for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the party of interest upon written request.

(d) The Board shall within five (5) days after such meeting render its decision, and the reasons therefore in writing to the aggrieved teacher or teachers, with a copy to the Association.

4. Level Four - Arbitration

(a) If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Three, he or she may within five (5) days after the decision, or within eleven (11) days after the Board meeting request in writing to the president of the Association that the grievance be submitted to arbitration.

(b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) If the Association elects arbitration:

(1) The chairman of the Board and the president of the Association shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator(s).

(a) The function and duty of the arbitrator(s) shall be to interpret this Agreement and to pass judgment on alleged violations thereof. In no case shall said arbitrator(s) add to, subtract from, or modify the wording of this Agreement. The decision of the arbitrator(s) which shall be an interpretation of the section or sections grieved will be considered as a precedent for future interpretation of those sections involved.

(2) The arbitrator(s) so selected will hear the matter promptly and will issue a decision not later than fifteen (15) days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs are

submitted. This decision will be in writing and will set forth findings of fact, reasons and conclusions on the issues submitted.

(3) The decision of the arbitrator(s) shall be submitted to the Board and the Association and subject to law shall be final and binding upon all parties of interest provided the decision does not require the commission of an act prohibited by law or that is in violation of other sections of this agreement. Nothing herein shall be construed to preclude judicial review of an arbitration award as provided by law.

(4) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

2. Any party of interest may be represented at Level Two and all subsequent levels of the formal grievance procedure by a person of his or her own choosing. When the teacher or teachers is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

3. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2. Forms for filing and processing grievances, and other necessary documents, shall be prepared by the Superintendent and made available in each building to teachers.

3. Board shall not discriminate against any teacher for resorting to the grievance procedure.

**ARTICLE 7
PROTECTION OF TEACHERS**

A. Teachers shall report immediately in writing to their principal and to the Superintendent all cases of assault suffered by them in connection with their employment.

B. Such report shall be forwarded through the Superintendent to the Board which

shall comply with any reasonable request from the teacher for information in its possession not privileged under law (or Board procedures or policies) which relates to the incident or the persons involved.

C. The Board agrees to indemnify and hold teachers harmless from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of alleged negligence providing such teacher, at the time of the accident resulting in such injury, damage, or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board.

D. Whenever a teacher is absent from school as a result of personal injury compensable under the Connecticut Workers' Compensation Act caused by an assault arising out of and in the course of employment, he or she shall be paid his or her full salary for the period of absence for the duration of the temporary total disability without having such absence charged to annual or accumulated sick leave or personal time. Any amount of salary payable pursuant to this section shall be reduced by the amount of any workers' compensation award for temporary total disability benefits due to the said assault injury for the period for which such salary is paid. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily totally disabled from performing duties. And in the event that there is no adjudication in the appropriate workers' compensation proceedings for the period of temporary total disability, the opinion of said physician as to the said period shall control.

E. No teacher shall be required to operate a motor vehicle for the purpose(s) of transporting students, faculty, or other persons before, during or after any school activity.

F. For teachers involved in supervising students for school-sponsored activities off school property, the Board shall provide general liability insurance coverage.

G. Nothing in this article shall deny to the Board the legal right to sue for recovery of reasonable legal fees should the ultimate resolution, legal appeals, etc., go against the teacher.

ARTICLE 8 EMPLOYMENT YEAR

A. The work year shall consist of one hundred and eighty-eight (188) days, including between one hundred eighty-two (182) and one hundred and eighty-four (184) full school sessions as defined in the Connecticut General Statutes as amended from time to time and the remaining days, which shall be teacher workshop days.

B. New personnel, head teachers, instructional chairmen, guidance directors and specialists who provide special educational services may be required to attend orientation sessions prior to the commencement of the academic year.

**ARTICLE 9
HOLIDAY AND VACATION SCHEDULE**

A. Holidays and Vacation

Teachers shall have all holidays and school vacations as provided for in the school calendar. Any personal days off immediately prior to or after a scheduled holiday or vacation shall be allowed at the sole discretion of the Superintendent. Payment for such days shall also be at the discretion of the Superintendent. If not allowed, the teacher's pay shall be reduced by a per diem amount prorated on the basis of Article 8, Employment Year.

**ARTICLE 10
WORK DAY**

A. Each member of the professional staff shall be required to be at his assigned station one-half hour before and fifteen minutes after the designated hours for which school is scheduled to be in session. Each member of the professional staff employed at Shepaug Middle School/High School shall be required to be at his/her assigned station twenty-five (25) minutes before and fifteen (15) minutes after the designated hours for which is scheduled to be in session. Exceptions may be granted at the discretion of the principal. On faculty meeting days, Article 14 shall prevail.

B. Each teacher shall be guaranteed a minimum of thirty (30) consecutive minutes for lunch, which is duty-free.

C. If the Board of Education or the legislature increases the length of the student school day, the Board of Education agrees to negotiate with the Association over the impact of such increase on salaries

D. Part-time teachers shall be required to attend faculty meetings, professional development days and other mandatory meetings scheduled by the Superintendent of Schools or his designee, that are contiguous to their work day, unless previously excused by the Superintendent or his designee. Additionally, part-time teachers who are scheduled to work during in-service days shall be required to attend such in-service for a period equal to the teacher's part-time assignment, unless previously excused by the Superintendent or his designee.

E. High School guidance counselors who are required to attend evening meetings that other teachers are not required to attend will receive up to ten (10) hours of flex time in exchange for the evening hours worked. Middle School guidance counselors will receive up to five (5) hours of flex time for attended required evening meetings that other teachers are not required to attend. This flex time will be mutually agreed upon between the building administrator and counselor.

ARTICLE 11 TEACHING ASSIGNMENTS

- A. Teachers initially employed by the Board shall receive their building, grade and/or subject assignments from the Superintendent's office.
- B. In the determination of assignments made before June for the ensuing school year, the conveniences and wishes of the teacher shall be honored to the extent that in the opinion of the Superintendent these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Requests must be made in writing and received by the Superintendent prior to May 1st of each year.
- C. In arranging schedules for teachers who are assigned to more than one school, every effort shall be made to limit the amount of interschool travel. Each teacher assigned to more than one school shall be provided travel and necessary class preparation time. The necessary travel time shall not be considered as part of the teacher's preparation or duty-free time. The principal(s) shall consult with the teacher in determining the amount of time required. If a teacher is required to travel between schools during a school day, he/she will be reimbursed at the rate allowed by the U.S. Internal Revenue Service for "business travel per mile deduction" on the most recent Form 1040 Instructions.
- D. Teachers shall be notified in writing by June 1st of any changes in their programs and/or schedules for the ensuing school year. This shall include the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual assignments of classes that they will have. In the event of a change in circumstances after June 1st (resignations, death, promotions, leaves of absence, budgetary considerations, etc.) changes in assignment shall be discussed with the teacher and Superintendent at the earliest possible date and the teacher shall be notified in writing of such change. The administration shall consider voluntary transfers first.

ARTICLE 12 ASSIGNED TIME

- A. In secondary schools that do not have block schedules:
1. Each teacher shall be assigned to no more than five (5) class periods of teaching assignments, not including preparation time under Article 13, during each work day. Any teacher who is assigned an additional teaching period beyond five (5) class periods will be compensated by their base salary divided by the number of periods in a day and by the number of contractual days. Instructional Chairmen for two or more departments shall be assigned to no more than four (4) class periods of teaching assignments, not including preparation time under Article 13, during each work day. In addition to the above, each teacher shall be assigned to no more than one (1) class period of supervision which may include guidance of students and faculty group of educational programs. Additional time as provided by Article 14 may also be assigned.

2. No teacher shall be required to teach in more than two (2) fields unless fully qualified in an additional field and he (she) has the written recommendation of his (her) principal(s) and the Superintendent.

3. Instructional chairmen shall have one (1) class period in each work day set aside for administrative duties in addition to their regular planning time.

4. No high school teacher will be assigned more than an average of three (3) different academic course preparations per day.

B. In secondary schools that have block schedules:

1. No teacher will be assigned more than three (3) periods per day.

2. Each teacher shall have one preparation period per day equal to the length of an instructional period and a duty-free lunch, as defined in Article 10.

3. Teachers will not have a duty assignment with the following exceptions: break duty; bus duty; lunch duty for shared staff; and the E-period responsibilities. It is anticipated that there will be approximately 48 E period sessions.

4. Instructional Chairpersons for two or more departments will, over the course of the academic year, teach four courses, on average; the teacher will teach 2 out of 4 courses per semester. However, the course split per semester may be 1½ - 2½ to total 4 courses over the year. Instructional chairmen who are responsible for one department shall teach 5 courses over the academic year, split 3 in one semester and 2 in the other semester.

5. No teacher will be assigned more than an average of three (3) different academic course preparations per day.

ARTICLE 13 PREPARATION TIME

A. An instructor from a departmental or modified departmental program shall have a minimum of one (1) class period each day set aside for professional planning, in addition to course periods of assigned time as defined in Article 12. The length of the professional planning period shall not be reduced below the length of a 2013-14 standard classroom period during the term of this agreement.

B. The one-half hour before and fifteen (15) minutes after the designated hours for which school is scheduled will be considered teacher consultation time. Such time may be used for parent and/or student conferences, administrative conferences, student supervision or preparation. Preparation before and after the designated hours for which school is scheduled may be administratively preempted in order to fulfill the other duties, no more than three times a week. The pre-and post-school time shall not be considered as formal teacher preparation time described in Section A.

C. To provide planning time, classroom teachers shall not be required to supervise art, music, world language, or physical education activities while a special art, music, world language, or physical education teacher is responsible for the students. At least two hundred (200) minutes of duty-free time each five day school week shall be provided for professional planning, (to be prorated during shortened school weeks) with a minimum of thirty (30) continuous minutes duty free per day. Limited exception may be necessary with certain itinerant teachers.

D. From time to time, the district may require staff, attendance at parent/teacher conferences, region-wide professional staff planning sessions, staff coordination and in-service workshops at times in which school is not in session not to exceed that in effect in the 2013-14 school year unless the school year is extended by statute.

ARTICLE 14 FACULTY MEETINGS

The Board recognizes that faculty members have personal responsibilities outside the normal workday and therefore shall require as little of that time as possible.

A. All teachers must attend faculty, emergency, region-wide, and other meetings called by the Superintendent, the administration, principals, and others with the approval of the school principal. When meetings extend more than an hour beyond the work day, any teacher with commitments made prior to the notification of said meeting is free to leave unless such notice was given at least two (2) weeks prior to the meeting, and specified that the meeting would conclude at a time after the hour limitation. Staff members may be excused from attendance at emergency meetings extending beyond the work day if a previous commitment that cannot be conveniently adjusted requires them to leave at that hour. With the exception of emergencies, no staff member shall be required to attend more than one meeting for more than ninety (90) minutes per month and one shorter meeting, for more than sixty (60) minutes regardless of notice.

B. At least three (3) region wide meetings may, at the discretion of the Superintendent, be held during the work year, on days when students have been sent home early or when students are not in school, said meetings to be planned by a joint faculty-administration committee. Tentative programs and/or agendas for each of these meetings shall be distributed to all teachers involved at least three (3) days in advance of the meeting.

C. All regularly scheduled meetings called by principals, instructional chairmen, or head teachers must be designated on a copy of the principal's building calendar for the year. The principal's building calendar will be distributed to each professional staff member not later than the first day of the academic year. Each school administrator shall select one (1) day of the week on which the regular faculty meeting normally will be held.

D. Staff members shall be provided at least four (4) weeks' notice for after school or evening parent conference schedules or other program for which their attendance is required.

ARTICLE 15 CLASS SIZE

The Board and the Association recognize that education at the primary level is extremely important in developing learning skills and attitudes. It is the policy of the Board to keep primary classes at twenty-five (25) pupils or less, and the Board will make reasonable efforts to maintain class size in the self-contained classrooms at no more than twenty-five (25) students.

ARTICLE 16 BUS DUTY

The Board considers this to be a responsibility of the teachers.

The Board will make every effort to assure on time performance of the bus contractor(s) to minimize the necessity for this duty.

The Board is willing to direct the administration to explore with the teachers directly involved ways of providing protection for the students, using the time of teachers and pupils more productively and eliminating as many of the negative aspects of the problem as possible.

ARTICLE 17 TEXTBOOKS

A. The Board of Education will maintain open lines of communication regarding the adoption of textbooks. The Superintendent of Schools shall act as the Board's agent through the offices of the schools' principals. The Superintendent of the region shall be responsible for establishing Textbook Committees. The majority of members of each committee shall be teachers. The recommendations of such committees will be considered by the Superintendent prior to the recommendation to the Board for adoption of a new textbook.

B. It is expressly understood that in instances where the Association requests the desire to participate in the selection of a textbook, the Board of Education in no way waives its right to maintain the final decision in regard to these matters. And a failure to agree with the Association does not make the proposal under discussion subject to fact finding and/or arbitration.

ARTICLE 18 ORIGINAL LEARNING MATERIALS

All original learning materials developed by any staff member of the region, if time spent in developing said materials does not interfere with the contractual responsibilities of the member or members of the district, shall become the sole property of the author or authors. Use by student members of the region shall be permitted without cost to the school district, as long as

the basic materials composing the packet or unit are from the school supply room. If the material packet or unit has been printed by the Graphics Arts Department of the school, and school supplies are used, use by student members of the region shall be permitted without charge. However, if the original learning material has been professionally published, use by the school district will be contingent upon purchase of said material from the publishing house as in the case of any other item obtained from a bona fide publisher.

ARTICLE 19 CURRICULUM DEVELOPMENT, REVISION, EVALUATION AND PILOT PROGRAM STUDIES

A. Teachers shall play an active role in the preparation, implementation, and evaluation of all curriculum revisions and pilot program studies, including programs and projects involving use of state and federal funds. Curriculum revision and Pilot Program studies shall be available to primary school teachers, middle school teachers and high school teachers.

B. Teachers involved in curriculum revision or pilot program study will be selected by the Superintendent or his or her designated representative from those teaching within that subject area, and will be representative of all, grade levels for which the curriculum is designed. The Board and the Association recognize the need to have as broad a base as possible in curriculum development; and, therefore, urge individual teachers to submit their suggestions for improving the curriculum to the Superintendent or his or her designated representative. Teachers will be chosen from those who volunteer and selection will be based upon experience in the area of the study. This does not preclude the involvement of consultants from outside the system.

C. The teachers involved in a curriculum revision or pilot program study shall serve as resource teachers for the implementation of the program and for the presentation of the program to the Board, the community, and the faculty, insofar as necessary.

D. Teachers involved in curriculum studies will be compensated for time devoted to such studies other than that which falls on a regular working day of a teacher work year at the rate of \$.000672/hour (rate 7/1/2017 B.A. min.). Payment will be received two (2) weeks after the electronic submission of approved time sheets.

E. When the district requests a teacher to attend training beyond the work day or work year, the district will pay for preapproved tuition, meals, housing and transportation expenses.

ARTICLE 20 EVALUATION REPORTS

A. Each professional employee shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character, and efficiency maintained in his or her personnel file with reference to evaluation of his or her performance, as required by Conn. Gen. Stat. 10-151b and other relevant statutes.

B. The teacher shall be advised of any written criticism which is placed in the individual teacher's personnel or other file and will have a personal conference with the administrator involved. Five days shall be provided for the teacher to comment or reply to the report before inclusion in a personnel file; after which the teacher and the administrator shall sign the file copy.

C. No teacher shall be disciplined, reprimanded, denied an increment or negotiated pay raise, or suspended without just cause or without due process, which shall include prior written notice. This section shall not apply to dismissal which is subject to the procedures of Connecticut General Statutes Section 10-151 as amended from time to time. Teachers who are denied an increment or have a negotiated pay raise withheld shall, effective the following year, be returned to the salary they would have occupied absent the denial or withholding.

ARTICLE 21 PROMOTIONS AND VACANCIES

A. Opportunities for vacancies of positions which are caused by death, retirement, discharge, resignation, or by the creation of a new position shall be filled pursuant to the following procedures:

1. The existence of vacancies of positions shall be adequately publicized within the system, including a notice in every school by posting or otherwise as far in advance of the date of filling such vacancy is possible, and simultaneously publicized outside the system.

2. Said notice of vacancy of position shall clearly set forth the qualifications for the positions.

3. Teachers who desire to seek a promotion or fill a vacancy during the summer months shall file a written statement of such desire with the Superintendent of Schools. Such statement of desire shall be considered as an application should an opening occur.

4. Where need to fill a vacancy of position arises during the summer months, the Superintendent shall notify the designated Association representative by mail as soon as possible after the vacancy/vacancies occurs. He or she shall also notify Head Teachers regarding primary vacancies and Instructional Chairmen of the area(s) where the vacancy occurs.

5. Teachers who desire to apply for such vacancies of position shall file their applications in writing with the Superintendent within one week (five school days when school is in session or five normal business days during the summer vacation period) of the posting of the notice, except those applying under the provisions of A-3 above.

6. The educational needs of the students and the school system, coupled with the qualification of the applicants from within or outside of the school system, as determined by the Board of Education, shall be the guiding factors in filling any and all such vacancies.

ARTICLE 22 TEACHER TRANSFERS

The most effective means of improving the level of instruction as well as providing a well-balanced instructional program throughout the Region is to utilize the competency of individual teachers where the impact of their abilities would be most significant. It is the responsibility of the Superintendent to assign teachers so as to provide the highest level of instruction for all students within the Region.

In any transfer where two or more teachers are determined by the administration to be substantially equally qualified, the teacher with the greater length of service as recognized by the Region shall be awarded the position.

A. Changes in building assignments based on teaching competencies will be subject to the following considerations:

1. Teacher competencies will be the most significant factor regarding the reassignment to another building.
2. The teacher being reassigned must be certified for the position to be filled.
3. When two or more teachers have qualifications that are similar, a volunteer will be sought. If a volunteer is not forthcoming, the teacher with the greatest length of service as recognized by the Region shall be given consideration for any inconvenience that might arise as a result of the change in assignment.
4. Such change in assignment shall be made only after a meeting between the teacher selected and the Superintendent or his designee.
5. A notice of such change in building shall be in writing to the teacher no later than June 1st of the current school year. Such notice shall include the building, grade and/or subject(s) to which the teacher is being assigned.

B. A transfer for logistical purposes would be due to such cause as a reduction in the number of teachers required for a particular school, changes in the administrative organization of the schools, the closing of a particular school building or the use of classroom space other than one of the Region's facilities. Consideration for transfers of this type shall be subject to the following rules:

1. Volunteers shall be transferred first.
2. If no volunteers are forthcoming, such a transfer shall be made only after a meeting between the teacher selected and the Superintendent or his designee.
3. A notice of such a change in building assignment shall be in writing to the teacher no later than June 1 of the current school year. Such notice shall include the building, grade and/or subject(s) to which the teacher is being assigned.

C. A voluntary transfer is a request for a change in a building assignment or position as expressed by an individual teacher in writing to the Superintendent of Schools. Consideration for such a transfer shall be subject to the following rules:

1. A list of open positions in schools in the Region shall be made available to all teachers no later than June 1. Qualifications and experience necessary for filling the individual positions shall be contained in the notice.

2. Teachers who desire to transfer to another building or position shall file a written statement of such desire with the Superintendent of Schools.

D. Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances no later than June 1 of the current school year. Should some previously unforeseen need to transfer a teacher arise after June 1, the teacher and the Superintendent or his designated representative shall discuss this change at the earliest possible date. In the case of a transfer made after June 1 the teacher shall be given all books, supplies, desks, etc. which are at least equally comparable to those used in the previous assignment and/or which are needed (in the opinion of the teacher and the Superintendent) to operate a successful educational program at this level. The SVEA and the Board agree that in no case shall this transfer provision be abused.

E. When a vacancy occurs during the school year, a notice shall be posted in all schools in the Region within three (3) business days after official notification has been received by the Superintendent of Schools. No permanent appointment shall be made within the three (3) business days immediately following the posting.

F. A teacher who applies for a transfer and does not receive it will receive a written notification within ten (10) days after the position has been filled.

ARTICLE 23 SICK LEAVE

A. Each teacher shall be granted fifteen (15) sick days with full pay each school year. Unused sick leave shall be accumulated from year to year to a maximum of two hundred (200) days. Teachers who have accumulated more than two hundred (200) days prior to June 30, 1999 shall be permitted to maintain their sick leave accrual.

B. A medical certificate may be requested for sick leave if the teacher's absence from duty recurs frequently or, if in the judgment of the Superintendent, evidence indicates reasonable cause for requiring such a certificate.

C. The Board of Education recognizes that there are times when a serious or prolonged illness, or an accident which incapacitates for an extended period of time, will cause a staff member to exhaust all accumulated sick leave. Individual hardship may ensue. In such

instances, when requested, the Superintendent of Schools, together with representatives of the Association, will review the circumstances of the case and submit a recommendation to the Board of Education for its consideration and action.

D. Upon normal retirement or death, the Board shall compensate the teacher or his/her estate for all unused sick leave at the rate of ten dollars (\$10.00) for each unused day (\$10.00 x Unused Sick Leave Days).

E. Long Term Disability Coverage - Benefits: ADEA I to age 65; pays preferred employee benefit to age 65; pays 60% of earnings up to \$6,000 per month; additional 20% to \$5,000 disability plus (catastrophic protection) full family social security integration; survivor benefit included.

ARTICLE 24 LEAVE OF ABSENCE

A. A leave of absence without pay will be granted up to one (1) calendar year for temporary disability due to illness or injury, when it can reasonably be expected that the teacher will be able to resume full duties at the end of the leave period. A physician's statement of disability and its expected duration must accompany the request for such leave. Periodic physician's statements may be required. Leave will be terminated when the disability either ceases to exist or can reasonably be expected to extend beyond one calendar year. Failure to return to work at the expiration of leave or within thirty (30) school days of termination of leave will be considered as a resignation from the Region and will be treated as such.

While on such leave, a teacher who chooses to continue participation in the health insurance plans provided for in Article 42 of this Agreement shall make payment to the Board for the full cost of such participation by the first of each month for the period of such leave. If such payment is not made by the first of each month, policy coverage will be discontinued.

B. The Board of Education may, upon recommendation of the Superintendent, grant up to a one (1) year leave of absence to a teacher who has completed four (4) years of service. Such leave shall be without pay and subject to the same provisions regarding continuation of health insurance as in paragraph A of this article.

ARTICLE 25 PERSONAL DAYS AND FAMILY ILLNESS

A. A maximum of three (3) days leave per year, noncumulative, will be granted by the Superintendent by prior arrangement for personal matters which cannot be arranged for a time when school is not in session or during off duty hours. Whenever possible the teacher shall notify the Superintendent five (5) days or more in advance of the personal leave days.

B. Family illness or death in the immediate family. A maximum of six (6) days per year, non-cumulative, will be granted by the Superintendent by prior arrangement for the following purposes:

1. Illness of a spouse or dependent living in the teacher's household when the

teacher's presence is required; or

2. Death in the immediate family, for this purpose defined as husband, wife, children, parents, parents-in-law, grandparents, grandchildren, or siblings no matter the place of residence. In addition, for this purpose immediate family includes other relatives or dependents living within the teacher's household. The Superintendent may in his discretion grant additional paid or unpaid leave under this paragraph for good cause.

C. In case of emergencies where the three (3) allotted personal days are used for religious observance not provided for in the school calendar, up to three (3) additional personal days may be granted, at the discretion of the Superintendent.

ARTICLE 26 PROFESSIONAL ENRICHMENT

In an effort to reward professional performance and encourage independent research and achievement, the Board will provide for the following programs:

A. The Board may grant extended professional leave to teachers, upon recommendation of the Superintendent, for approved programs of study whether or not carried on in academic institution subject to the following conditions:

1. The initial request for an extended professional leave must be received by the Superintendent in writing in such form as may be required no later than December 31 of the year preceding the school year in which the leave will be taken.

2. The teacher shall have completed at least six (6) consecutive school years of service in the Shepaug Valley Regional School District No. 12 or the local school systems of the towns comprising the district. Consideration will be given to requests for extended professional leave from teachers who have provided ten (10) or more years of service to the schools of the region even though they do not have six or more consecutive years.

3. Teachers on extended professional leave will be paid at seventy-five percent (75%) their annual salary rate, provided such pay, when added to any program grant, shall not exceed their full annual salary.

4. The teacher shall return to employment in the district for one (1) full year. Teachers shall receive credit for paid sabbatical leave for purposes of placement on the salary schedule.

5. Salary advanced to professional staff members under this Article shall be secured by a personal note from the teacher to the Region. Said note shall be cancelled and considered fully paid upon compliance of the terms outlined in Paragraph 4 above by the teacher. In the event the terms of Paragraph 4 are not complied with, the note will be prorated giving credit for the time served under Paragraph 4. The unpaid balance shall be payable within one year. Said note shall be automatically cancelled upon proof of a permanent disability or death of this staff member.

B. The Board will reimburse any teacher for the tuition of course(s) which it requires in order to improve the school program. Such courses and credits will be counted in calculating the teacher's placement on the salary schedule.

C. Should a teacher(s) propose a special plan for the betterment of the educational program of Region No. 12, which involves taking specific course(s) beyond certification requirements, the Superintendent shall consider the proposal. If he approves the plan he may authorize payment of the tuition of such course(s).

D. The Board will reimburse a teacher for full tuition for courses approved by the Superintendent of Schools and taken at an accredited institution if the teacher elects to accept the tuition reimbursement in lieu of credit on the salary schedule. A decision by the teacher to accept tuition payment in lieu of credit on the salary schedule is irreversible.

E. The Board may, upon recommendation by the Superintendent of Schools in cases of special necessity, reduce the time and salary limitations in sections A-1 and A-2 above.

ARTICLE 27 EXCHANGE TEACHERS LEAVE

In any year teachers may be exchanged for teachers from some other school administration district in the United States or in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Board of Education which shall recommend final action. All rights and privileges of the exchanged teacher shall continue in full force and effect during the exchange period. Such an exchange must be with the teacher's written approval.

ARTICLE 28 PEACE CORPS AND TEACHER CORPS LEAVE

A. Leave of absence of up to two (2) years may be granted to teachers with at least three (3) years of service to the Region who join the Peace Corps in a teaching capacity or the Teachers Corps as full time participants in such programs. If such leave is granted, the applicant shall be advised in writing whether or not, upon his or her return, credit on salary schedule will be granted for the service performed while on leave. Upon the teacher's return from such leave, the Board of Education shall employ such teacher in his or her former position and duties, provided such employment is available, and if not, shall employ such teacher in an equivalent position, if available; and if not, shall offer such teacher employment in any available position for which he is qualified.

B. No compensation shall be paid for such service.

ARTICLE 29 MILITARY LEAVE

Any teacher employed by the Shepaug Valley Regional School District No. 12 who leaves such employment for the purpose of entering the armed forces of the United States, as defined in Section 27-103 of the 1967 supplement to the General Statutes, shall be reemployed by the Board of Education as hereinafter provided, provided he or she made application for return to such employment within ninety (90) days after he has received a certificate of honorable separation from the armed forces. The Board of Education shall employ such applicant in his or her former position and duties if such employment is available, and if not, shall employ such applicant in an equivalent position, if available, and if not, shall offer such applicant employment in any available position for which he or she is qualified. Any employee rehired to the employ of the Board of Education as herein provided shall be credited with the period of such service in said armed forces to the same extent as though it had been a part of the term of employment by the Board of Education. The article shall not apply to any such employee who, because of voluntary reenlistment, has been absent from the employ of the Board of Education for a period of more than three (3) years in addition to war service as defined in Section 27-103, or compulsory service and the ninety (90) day period as hereinbefore provided.

ARTICLE 30 ASSOCIATION LEAVE

A. If negotiation meetings between the Board and the Association are scheduled during normal working hours of a school day, representatives of the Association shall be relieved from all regular duties, without loss of pay, as necessary, in order to permit their attendance at such meetings.

B. Association business, including investigations and processing of grievances, which interferes in any way with the performance of duties of members or disturb the orderly process of the school shall not be conducted during the work hours of a school day. However, the Administration may, upon request of the Association president to the Superintendent and/or principal, permit an Association member such necessary time as schedules permit, without loss of pay, for Association business.

1. The Association President shall be entitled to up to a maximum of three (3) school days of leave per year to attend to Association business upon five (5) days prior notification to the Superintendent of Schools.

2. The Association agrees that the rights conferred by this section shall not be abused.

C. State or national representatives of the Teachers' Association or organization will report to the Superintendent and/or principal to secure permission before visiting a school or conferring with individual teachers or their representatives during school hours.

ARTICLE 31 CONFERENCE LEAVE

A. When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the effectiveness of the instructional program, the Superintendent may at his discretion grant convention or conference leaves, or permission to observe an activity in another school building or school system to teachers without loss of pay.

B. The Board agrees to reimburse all teachers attending a convention or conference, or observing activities in another school system, provided that the teacher receives prior written approval from the Superintendent of Schools or his designee.

The costs related to such event, with all approved receipts, will be submitted to the Superintendent or his designee on a completed form. Reimbursement will be provided to the teacher within fifteen (15) calendar days of submission of the completed form and approved receipts to the Superintendent or his designee.

ARTICLE 32 JURY DUTY

Any teacher who is called for jury duty shall notify the Superintendent immediately upon receipt of notice and receive the necessary leave to fulfill this obligation if he/she is not released from such jury duty. During such absence, the teacher shall receive his/her daily rate of pay less the amount the teacher received as jury fee.

ARTICLE 33 MATERNITY LEAVE

Teachers in the Shepaug Valley Regional School District No. 12 may request and shall receive leave for maternity. Such leave shall be subject to the following provisions and conditions:

1. Such leave shall be requested in writing from the Superintendent or his designee two (2) months prior to the anticipated start of the leave.

2. Disabilities caused or contributed to by pregnancy, such as miscarriage, abortion, or childbirth, and recovery therefrom, shall be treated as temporary disabilities (shall be interpreted as being within the meaning of the term "sick" as used in Connecticut General Statutes Section 10-156) for all job-related purposes. Accumulated sick leave shall be available for use during periods of such disability to the limit of accumulated sick leave.

3. Disability leave beyond any accumulated sick leave shall be available without compensation and other benefits and privileges except for life and medical insurance benefits, for such reasonable further period of time as a female employee is determined by her physician to be

disabled or conditions attendant thereto.

4. Leave for maternity purposes shall be for the balance of the school year in which the leave occurs unless the teacher requests a shorter period of leave. Such leave may be extended for up to an additional school year.

5. While on such leave, a teacher who chooses to continue participation in the health insurance plans provided for in Article 42 of this agreement shall make payment to the Board for the full cost of such participation by the first of the month for each month starting July 1 and running through the following June 1. Placement on the salary schedule upon return to teaching duties shall conform with the provisions of Article 37, Section A-4 of this Agreement.

6. Pregnancy, childbirth, or disability resulting from either shall not be the basis for termination of employment or compulsory resignation.

ARTICLE 34 CHILD-REARING LEAVE

Any teacher in the Shepaug Valley Regional School District No. 12 who is expecting a child, or whose spouse is expecting a child, or who is adopting a child, may request and shall receive leave for child-rearing purposes. Such leave shall be subject to the following provisions and conditions:

1. Such leave shall be requested in writing from the Superintendent or his designee two (2) months prior to the beginning of the leave.

2. Child-rearing leave shall be available without compensation and other benefits and privileges, except for life and medical insurance benefits. However, placement on the salary schedule shall conform with Article 37, Section A-4.

3. While on such leave, a teacher who chooses to continue participation in the health insurance plans provided for in Article 42 of this Agreement shall make payment to the Board for the full cost of such participation by the first of the month for each month starting July 1 and running through the following June 1.

4. Leave for child-rearing purposes shall be for the balance of the school year in which the leave occurs unless the teacher requests a shorter period of leave. Such leave may be extended for up to an additional school year.

ARTICLE 35 CONTRACTS

A. The Board agrees to use as the forms for the written contract of employment of each individual certificated professional employee the Teachers' Initial Contract (A-1), the Teachers' Annual Salary Agreement (A-2) and the Teachers' Long Term Contract (A-3) attached hereto as Appendix A.

B. Contracts, including Annual Salary Agreements, must be properly completed, signed and returned to the Office of the Superintendent within ten (10) days of the date of issue or within such period as specified. Special consideration for additional time may be granted by the Superintendent.

C. Individual Supplementary Contracts shall be issued for special, extra assignments such as coaching, yearbooks, etc.

ARTICLE 36 DEGREE DEFINITIONS

The Salary Schedule listed in Appendix B of the Agreement shall be interpreted and applied in accordance with the following definitions:

1. Bachelor A baccalaureate degree earned at an accredited college or university.
2. Master A Master's degree earned at an accredited college or university.
3. Sixth Year A professional Diploma or Certificate awarded by an approved institution upon completion of a full year's study beyond the Master's degree within a program specifically set up by the preparing institution. Qualifications for this lane may be met with evidence of having earned a second master's degree.
4. When the Board encourages a staff member to take work beyond that needed to qualify for the Sixth Year lane and prior to the receipt of an earned Doctorate Degree, the Board will give consideration to additional compensation on the recommendation of the Superintendent.
5. Doctorate A doctoral degree earned at an accredited college or university.

ARTICLE 37 PLACEMENT ON SALARY SCHEDULE

A. All teachers shall be placed on the appropriate step in the salary schedule taking into consideration the following:

1. Degree status as defined under Article 36, Degree Definitions.
2. Full credit may be given for teaching experience in the public schools of the United States. Credit for additional teaching experience will be at the discretion of the Superintendent. The Superintendent shall consider work experience that should improve teaching competency in the area of employment in placing a certified teacher on salary schedule.
3. Upon return to full duty, for periods of leave not specifically covered elsewhere in this article, a full year's credit for placement on the salary scale shall be given for

each school year in which the teacher has taught in the Region for at least ninety (90) school days.

B. As of July 1, 2014, all teachers, including new hires, will not be allowed to advance to step classifications BA 12, BA 24, or BA 30. Teachers in these step classifications as of July 1, 2014 may remain in them. As of June 30, 2017, step classifications BA 12 and BA 24 will no longer be part of a successor agreement. Teachers in step classification BA 30, as of July 1, 2017, will be allowed to continue in that step classification.

C. Reclassification on the salary schedule:

1. For all advanced degree programs of study commenced after July 1, 2008: All advanced degrees for which higher compensation on the professional salary schedule is sought must be earned in accordance with a program of study in the teacher's area of assignment or concentration at an accredited college or university which program must be presented to the Superintendent and approved by the Superintendent in advance. This provision will not be applicable to current employees who, as of June 30, 2008, are enrolled in an advanced degree program of studies begun under the terms of the old contract

2. For budgetary purposes, a teacher shall submit a written report to the Superintendent by February 1, stating the number of credits he or she contemplates earning prior to September 1. Within two (2) weeks after receiving this notice, the Superintendent will acknowledge receipt of this correspondence.

3. Credit on salary schedule will not be allowed for the current school year unless work is completed prior to September 1.

ARTICLE 38 PAYROLL DEDUCTIONS

A. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions. All requests for deductions must be in writing on approved authorization forms.

B. A list of approved deductions is as follows:

1. Professional Dues
2. Tax Sheltered Annuities
3. Washington National Insurance Company
4. Credit Unions
5. CASBO 457 Plan

C. In emergency situations where deductions must be made other than regular deductions, the Board will make every effort to notify the individual teacher(s) involved in advance, and whenever possible to consult with the individual teacher in order to consider the pay period(s) and amounts which will be deducted.

ARTICLE 39 ANNUITY PLAN

Teachers shall be eligible to participate in a tax sheltered Annuity Plan established pursuant to United State Public Law No. 87-370

ARTICLE 40 STAFF SALARIES

A. The salaries for the 2017-18, 2018-19 and 2019-20 school years for all teachers covered by this Agreement are set forth in Appendix B, which is attached hereto and made a part of this Agreement.

B. Pay checks will be issued regularly every other Friday beginning the first regular scheduled bi-weekly Friday payday after the opening of school and continuing to the completion of the teacher's selected plan of payment or until termination of service, whatever comes first.

C. All teachers will receive their pay through direct deposit. Methods of payment of salary are as follows:

1. Plan #1. Yearly salary will be paid on a twenty-six (26) equal payments basis with payment every two (2) weeks during the school year and the remaining amount due payable in one check the last day of school.

2. Plan #2. Yearly salary will be paid on a twenty-two (22) equal payments basis with payment every two (2) weeks.

3. Plan #3. Yearly salary will be paid on a twenty-six (26) equal payments basis with payment every two (2) weeks. Employees who are utilizing this payment option as of June 30, 2014 may continue to use it. This payment option is not available to employees hired after June 30, 2014. Teachers not enrolled in plan #3 (26 pays) as of June 30, 2017 are not eligible to participate in this plan. Upon the enrollment in plan #3 going below ten (10) participants, the remaining plan participants shall be informed that the plan will be discontinued at the start of the next school year. Once a teacher has dropped from plan #3, he/she will not be allowed to return.

If the form for salary payment is not filled out and returned with the contract, Plan #1 shall prevail.

ARTICLE 41 LONGEVITY

Each year the Board will pay longevity in addition to the appropriate regular salary to teachers according to the following conditions and terms:

A. Longevity will be calculated pursuant to the past practice of the parties and in the

manner outlined in Appendix E.

B. Longevity, as provided in Article 41, shall not apply to any teacher hired after June 30, 1996.

C. As of July 1, 1996, longevity payments will be calculated based on service to Region 12 exclusively, however those teachers who receive longevity payments as of June 30, 1996 will continue to receive such payments based upon the calculation method used as of June 30, 1996.

D. Teachers who receive longevity will have the longevity added to the yearly salary and payment will be according to the payment plan selected under Article 40 - Staff Salaries.

E. For teachers hired prior to June 30, 1996, not currently receiving longevity pay, they will become eligible for longevity pay when:

They have completed nineteen (19) years of service to Region #12; and have completed one year on the maximum salary step.

ARTICLE 42 INSURANCE BENEFITS

The Board shall provide the High Deductible Health Plan as described in Appendix F, attached hereto, for each unit member and eligible dependent eligible to receive such coverage under the terms of each insurance contract, with the following general description:

a. The High Deductible Health Plan (HDHP) for 2017-2018 plan year: with a \$1,500/\$3,000 deductible. Excess of deductible 100% in network, 80% out of network, 1,500/\$3,000 in network out-of-pocket maximum, \$3,000/\$6,000 out of network out-of-pocket maximum. the Board will fund \$750/\$1,500 of the deductible in a Health Savings Account (HSA) deposit its share of the deductible on the first payroll in September (\$375/\$750) and the first payroll in February (\$375/\$750).

Beginning 2018 contract year, the HDHP Plan with a \$2,000/\$4,000 deductible excess of deductible 100% in network, 80% out of network, 2,000/\$4,000 in network out-of-pocket maximum \$3,000/\$6,000 out of network out-of-pocket maximum the Board will fund \$1,000/\$2,000 of the deductible in a Health Savings Account (HSA) deposit its share of the deductible on the first payroll in September (\$500/\$1000) and the first payroll in February (\$500/\$1000).

b. Vision Care endorsement;
c. Full Service Dental Plan with riders A & C;
d. Group life insurance coverage equal to double annual base salary rounded up to the next \$1,000 (note: Departmental Chairperson and Head Teacher differential considered part of base salary).

Effective July 1, 2017, the health insurance provided by the Board shall be subject to an

employee contribution equal to 15.5% of the total cost of the employee's health insurance coverage, including any dependent coverage. The employee contribution shall increase to 16.0% effective July 1, 2018, and increase to 17.0% effective July 1, 2019.

Effective July 1, 2017, for employees who elect dental coverage, shall be subject to an employee contribution equal to 20.0% of the total cost of the employee's dental insurance coverage. The employee contribution shall increase to 20.5% effective July 1, 2018, and increase to 21.0% effective July 1, 2019.

e. Shepaug Valley Regional School District No 12 shall implement and maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums, allowable medical expenses and dependent care pursuant to IRS regulations for those employees who complete and sign the appropriate wage deduction form. The Shepaug Valley Regional School District No. 12 shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of the employee insurance premium contributions, allowable medical expenses and dependent care. Neither the Union nor any employee covered by this Agreement shall make any claim or demands nor maintain any action against the school district or any of its members or agents for taxes, penalties, interests or other costs or loss arising from the use of the wage deduction form or from a change in law that may reduce or eliminate the employee tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carriers' insurance plan.

f. Eligible dependents include the covered person's spouse and the unmarried dependent child of a covered person up to the unmarried dependent child's twenty-sixth (26th) birthday.

g. The Board may change or substitute insurance carriers or managed care organizations for the above-referenced health benefit program as long as the level of benefits are substantially equivalent to or better than the existing program. The "substantially equivalent to or better than" standard shall be applied on program-wide analysis, including the network, and shall not be benefit specific.

The Board shall notify the SVEA of its intention to change prior to changing. In the event the Association rejects the proposed change in insurance carriers, the issue will be submitted to the American Arbitration Association as described in Article 6 Section E.4 (c). The Board will not change to the new insurance carrier until the Arbitrator's decision has been issued in writing.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

h. If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall

provide the employee with access to a Health Reimbursement Account (HRA). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage level.

i. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, potentially triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the Teacher Negotiation Act at the request of the Board. During such mid-term negotiations, the parties will reopen the insurance provisions of the contract for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE 43 EXTRA PAY FOR EXTRA DUTY

Extra duty for which extra compensation shall be paid and the amounts of such compensation are set forth in Appendix C which is attached hereto and made part of this Agreement. If new extra pay positions are created by the Board, the compensation for these positions will be negotiated by the Board and the Association.

ARTICLE 44 REDUCTION IN THE PROFESSIONAL STAFF

A. No tenure teacher (as defined in Section 10-151(b) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenure teacher is certified or immediately certifiable.

B. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the court.

C. The name of any employee who has been laid off shall be placed on a reappointment list and remain on such-list for two years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by certified or registered mail for retention of his or her name on said list on or before June 1 of each year subsequent to termination.

D. No new employee shall be hired to fill a position for which an employee on the reappointment list is certified or immediately certifiable. In cases where more than one

employee on the reappointment list is certified or immediately certifiable for a particular position to be filled, seniority shall be the determining factor pursuant to the provisions of paragraph F below.

E. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he or she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

F. Seniority shall be the determining factor in layoffs, except that the Board may retain a teacher who would otherwise be laid off in any given school year if his or her certification, teaching level experience, and reliable evaluations by qualified evaluators shall convincingly demonstrate that such teacher possesses proficient professional value as a teacher and therefore should be retained in preference to the next more senior teacher. In the event of review by the Board of Education, the administration shall have the responsibility for demonstrating such proficient professional value. In the event of any other administrative or judicial review permitted by this Agreement or applicable law, the Board shall have such responsibility.

ARTICLE 45 MANAGEMENT RIGHTS AND POLICIES

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the schools and its professional staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the schools in all its aspects, including but not limited to the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees; to discipline, suspend or dismiss employees; to prescribe rules for the management, studies and discipline with the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

ARTICLE 46 FACILITIES

The Board will provide in each school:

- A. A desk for each teacher equipped with locks.
- B. A faculty lounge/teachers' room comfortably furnished.
- C. Clean, well-lighted and lockable teachers'/staffs' lavatories.
- D. A communication system whereby teachers can effectively and expeditiously communicate with the main building office.

ARTICLE 47 BOARD POLICIES

A. Immediately subsequent to the signing of the Teacher's Initial Contract, the Board shall provide the teacher with access to an electronic copy of the Agreement then in effect covering the period of employment.

B. The Board will provide notice of all proposed Board policies which may impact mandatory subjects of bargaining to the President of the Shepaug Valley Education Association by mailing at the same time that such a policy is mailed to the Board of Education prior to the Board meeting at which it will be considered. The Board will provide notice of all proposed Board policies to each Instructional Leader and Head Teacher within five (5) teaching days of their initial public reading.

ARTICLE 48 VIRTUAL LEARNING

A. The intent and purpose of virtual learning is to provide a vehicle for the cooperative offering, exploration of, and sharing of educational opportunities among districts, along with the opportunity for students to take courses not offered in our School District in an interactive format.

B. It is not the purpose of virtual learning to reduce the total number of bargaining unit positions, members employed, or hours worked as a result of the implementation of a virtual learning environment. This does not preclude the use of virtual learning to provide an instructional program where limited enrollment precludes a course offering taught by a bargaining unit member in a regular classroom setting or student scheduling conflict that cannot be resolved with bargaining unit members.

C. The Board of Education shall post all positions involved with virtual learning (i.e., Virtual High School Site Coordinator) as per contract.

D. In addition, the parties agree that if issues develop during the term of the contract not addressed herein, the parties agree to enter in mid-stream bargaining in accordance with the provision of C.G.S. 10-153 (e).

TEACHER'S INITIAL CONTRACT

APPENDIX A-1

The Board of Education of the SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12, Connecticut, hereby agrees to employ _____ and (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a teacher in the public schools of said Region for the school year beginning _____, and ending _____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said region, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above stated period, an annual salary of \$ _____ payable in compliance with ARTICLE 40, STAFF SALARIES, of the Professional Agreement, beginning _____, and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to-deductions which the teacher may in writing authorize.

This contract shall be renewed annually or non-renewed on or before May 1 or terminated in accordance with the terms of the Teacher Tenure Act, Conn. Gen. Stat. 10-151, as amended from time to time, including hearing procedures as set forth in that Act. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the applicable collective bargaining agreement as provided in a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty (30) days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

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

IN ORDER TO VALIDATE THIS CONTRACT, A SIGNED COPY IS DUE IN THE SUPERINTENDENT'S OFFICE _____

SIGNED:

Date _____ Teacher _____

Board of Education of SHEPAUG VALLEY
REGIONAL SCHOOL DISTRICT NO. 12

Date _____ By: _____
Superintendent

TEACHER'S ANNUAL SALARY AGREEMENT

APPENDIX A-2

_____ (to whom the term "teacher" hereinafter refers), employed as a teacher in the public schools of the SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12, Connecticut, under a continuing contract dated _____, is hereby notified that the Board of Education of said Region has voted and hereby agrees, under the terms of said contract, and in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Region to pay said teacher for the school year beginning _____, and ending _____, _____ an annual salary of \$ _____ payable in compliance with ARTICLE 40, STAFF SALARIES, of the Professional Agreement beginning _____, and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed to deductions which the teacher may in writing authorize.

Said teacher, under the terms and conditions of the aforementioned continuing contract, hereby agrees to accept the above-stated salary in return for service during the above-stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the office of the Superintendent of Schools. If not signed and returned by the teacher on or before _____, a written statement of the reason must be submitted to the office of the Superintendent by this date.

SIGNED:

Date _____ Teacher _____

Board of Education of SHEPAUG VALLEY
REGIONAL SCHOOL DISTRICT NO. 12

Date _____ By: _____
Superintendent

TEACHER'S LONG TERM CONTRACT**APPENDIX A-3**

(Effective Beginning With and Subsequent to the Fourth Year of Continuous Employment)

The Board of Education of the SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12, Connecticut, hereby agrees to employ _____, and _____ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a teacher in the public schools of said Region on a continuing basis, subject to the conditions stated below, beginning _____. Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Region and as determined through the signing of a teacher's annual salary agreement.

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

(a) It may be terminated by mutual consent at any time.

(b) The teacher may resign for good reason by submitting at least thirty (30) days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

(c) The Board may terminate this contract in accordance with the provisions of the Teacher Tenure Act, of Conn. Gen. Stat. 10-151 as it may be amended from time to time, including hearing procedures as set forth in that Act. Nothing herein contained shall deprive the Board of Education of the power to suspend a teacher from duty immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided herein.

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

IN ORDER TO VALIDATE THIS CONTRACT, A SIGNED COPY IS DUE IN THE SUPERINTENDENT'S OFFICE ON OR BEFORE _____.

SIGNED:

Date _____

Teacher _____

BOARD OF EDUCATION OF SHEPAUG VALLEY
REGIONAL SCHOOL DISTRICT NO. 12

Date _____

By: _____

Superintendent

APPENDIX B-1
SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12
TEACHER SALARY SCHEDULES
2017-2018

Step	Yrs. Exp.	BA	BA+12	BA+24	BA+30	MA	MA+12	MA+24	MA+30	6th Year	MA+60	PHD
1	0	47,299	47,662	48,651	49,185	52,839	53,902	54,857	55,331	57,147	58,115	59,067
2	1	48,613	49,016	50,007	50,537	54,191	55,255	56,212	56,688	58,500	59,471	60,421
3	2	49,884	50,645	51,729	52,284	56,092	57,200	58,216	58,722	60,661	61,858	62,861
4	3	51,708	53,584	54,869	55,460	59,579	60,794	61,909	62,485	64,663	66,324	67,434
5	4	54,252	55,551	56,944	57,555	62,073	63,351	64,535	65,141	67,472	69,414	70,593
6	5	56,192	57,567	59,065	59,702	64,616	65,958	67,203	67,851	70,328	72,559	73,798
7	6-7	58,135	59,585	61,187	61,847	67,158	68,562	69,874	70,562	73,183	75,697	77,003
8	8	60,074	61,596	63,308	63,993	69,701	71,169	72,544	73,268	76,044	78,839	80,208
9	9	62,015	63,609	65,430	66,136	72,241	73,773	75,215	75,980	78,900	81,980	83,414
10	10	63,954	65,623	67,555	68,283	74,783	76,379	77,885	78,691	81,757	85,121	86,619
11	11	65,892	67,639	69,676	70,426	77,327	78,984	80,557	81,400	84,615	88,260	89,827
12	12	67,835	69,653	71,801	72,572	79,870	81,590	83,227	84,110	87,470	91,401	93,031
13	13	71,782	73,735	76,050	76,875	84,766	86,608	88,367	89,316	92,931	97,216	98,967
14	14+	75,727	77,815	80,299	81,176	89,661	91,625	93,505	94,517	98,389	103,030	104,900

Effective July 1, 2017, all teachers not at the maximum step shall move up one (1) step on the salary schedule.

APPENDIX B-2
SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12
TEACHER SALARY SCHEDULES
2018-2019

Step	Yrs. Exp.	BA	BA+12	BA+24	BA+30	MA	MA+12	MA+24	MA+30	6th Year	MA +60	PHD
1	0	48,056	48,424	49,430	49,972	53,685	54,764	55,735	56,217	58,061	59,045	60,012
2	1	49,390	49,800	50,807	51,345	55,058	56,139	57,112	57,595	59,436	60,422	61,387
3	2	50,682	51,455	52,556	53,121	56,990	58,115	59,147	59,661	61,632	62,848	63,867
4	3	52,536	54,441	55,747	56,348	60,533	61,767	62,899	63,485	65,698	67,386	68,513
5	4	55,120	56,440	57,855	58,476	63,066	64,364	65,568	66,183	68,551	70,525	71,722
6	5	57,091	58,488	60,010	60,657	65,649	67,013	68,279	68,936	71,453	73,720	74,979
7	6	59,065	60,539	62,166	62,837	68,232	69,659	70,992	71,691	74,354	76,908	78,235
8	7- 8	61,035	62,582	64,321	65,017	70,816	72,307	73,705	74,440	77,260	80,100	81,491
9	9	63,007	64,626	66,477	67,194	73,396	74,953	76,419	77,195	80,162	83,292	84,748
10	10	64,977	66,673	68,636	69,376	75,979	77,601	79,131	79,950	83,065	86,483	88,005
11	11	66,946	68,721	70,791	71,553	78,564	80,248	81,846	82,702	85,968	89,672	91,264
12	12	68,921	70,767	72,950	73,733	81,148	82,895	84,558	85,455	88,870	92,864	94,520
13	13	72,931	74,915	77,266	78,105	86,122	87,994	89,780	90,745	94,418	98,771	100,550
14	14+	76,938	79,060	81,583	82,475	91,096	93,091	95,001	96,030	99,964	104,678	106,578

Effective July 1, 2018, all teachers not at the maximum step shall move up one (1) step on the salary schedule.

APPENDIX B-3
SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12
TEACHER SALARY SCHEDULES
2019-2020

Step	Yrs. Exp.	BA	BA+12	BA+24	BA+30	MA	MA+12	MA+24	MA +30	6th Year	MA +60	PHD
1	0	48,776	49,151	50,171	50,721	54,490	55,586	56,571	57,060	58,932	59,931	60,912
2	1	50,131	50,547	51,569	52,116	55,884	56,981	57,968	58,459	60,328	61,328	62,308
3	2	51,442	52,227	53,345	53,918	57,845	58,987	60,034	60,556	62,556	63,791	64,825
4	3	53,324	55,258	56,583	57,193	61,441	62,694	63,843	64,437	66,683	68,396	69,541
5	4	55,947	57,286	58,723	59,353	64,012	65,330	66,551	67,176	69,579	71,583	72,798
6	5	57,947	59,365	60,910	61,567	66,634	68,018	69,303	69,970	72,525	74,825	76,104
7	6	59,951	61,447	63,098	63,779	69,256	70,704	72,057	72,767	75,470	78,062	79,408
8	7	61,951	63,520	65,286	65,992	71,878	73,392	74,811	75,557	78,419	81,301	82,714
9	8-9	63,952	65,596	67,474	68,202	74,497	76,077	77,565	78,353	81,364	84,541	86,019
10	10	65,952	67,674	69,665	70,416	77,119	78,765	80,318	81,150	84,311	87,781	89,325
11	11	67,950	69,752	71,853	72,626	79,742	81,451	83,073	83,943	87,258	91,017	92,633
12	12	69,954	71,829	74,044	74,839	82,365	84,139	85,827	86,737	90,203	94,257	95,937
13	13	74,025	76,039	78,425	79,276	87,414	89,314	91,127	92,106	95,835	100,253	102,058
14	14+	78,092	80,246	82,807	83,712	92,462	94,487	96,426	97,470	101,463	106,248	108,177

Effective July 1, 2019, all teachers not at the maximum step shall move up one (1) step on the salary schedule.

APPENDIX C

EXTRA PAY FOR EXTRA DUTY

	<u>INDEX</u>	2017-2018 STIPEND	2018-2019 STIPEND	2019-2020 STIPEND
<u>ACADEMIC ACTIVITIES - A</u>				
Elementary Musical (Booth Free School)	0.010	\$690	\$701	\$711
Elementary Musical (Burnham School)	0.010	\$690	\$701	\$711
Elementary Musical (Washington Primary School)	0.010	\$690	\$701	\$711
Elementary Student Council Advisor (Booth Free School)	0.010	\$690	\$701	\$711
Elementary Student Council Advisor (Burnham School)	0.010	\$690	\$701	\$711
Elementary Student Council Advisor (Washington Primary School)	0.010	\$690	\$701	\$711
Elementary Yearbook Advisor (Booth Free School)	0.010	\$690	\$701	\$711
Elementary Yearbook Advisor (Burnham School)	0.010	\$690	\$701	\$711
Elementary Yearbook Advisor (Washington Primary School)	0.010	\$690	\$701	\$711
Fifth Grade Aloha Celebration (Booth Free School)	0.005	\$345	\$350	\$356
Fifth Grade Aloha Celebration (Burnham School)	0.005	\$345	\$350	\$356
Fifth Grade Aloha Celebration (Washington Primary School)	0.005	\$345	\$350	\$356
Science Invention Convention (each teacher)	0.005	\$345	\$350	\$356
MS Computer Lab Club	0.010	\$690	\$701	\$711
MS Helping Hands	0.030	\$2,069	\$2,102	\$2,134
MS STEM Enrichment	0.040	\$2,758	\$2,803	\$2,845
MS Student Council Advisor	0.040	\$2,758	\$2,803	\$2,845
MS Yearbook Advisor	0.025	\$1,724	\$1,752	\$1,778
Advisor: Freshman Class	0.036	\$2,483	\$2,522	\$2,560
Advisor: Junior Class #1	0.051	\$3,517	\$3,573	\$3,627
Advisor: Junior Class #2	0.051	\$3,517	\$3,573	\$3,627
Advisor: Senior Class #1	0.058	\$4,000	\$4,064	\$4,125
Advisor: Senior Class #2	0.058	\$4,000	\$4,064	\$4,125
Advisor: Sophomore Class	0.043	\$2,965	\$3,013	\$3,058
Advisory Program Coordinator	0.025	\$1,724	\$1,752	\$1,778
Alumni Coordinator	0.025	\$1,724	\$1,752	\$1,778
Art Honor Society Advisor	0.010	\$690	\$701	\$711
Capstone Coordinator	0.058	\$4,000	\$4,064	\$4,125
Debate Team Advisor	0.036	\$2,483	\$2,522	\$2,560
Drama: SVS Drama (Fall)	0.030	\$2,069	\$2,102	\$2,134
Drama: SVS Orchestra Director	0.030	\$2,069	\$2,102	\$2,134
Drama: SVS Theatre Assistant Director	0.055	\$3,793	\$3,854	\$3,911
Drama: SVS Theatre Director	0.085	\$5,862	\$5,956	\$6,045
Drama: Technical Stage Director	0.055	\$3,793	\$3,854	\$3,911
Future Business Leaders of America (FBLA)	0.010	\$690	\$701	\$711
HS Ecology-Lions Club	0.010	\$690	\$701	\$711
HS Robotics Coach	0.010	\$690	\$701	\$711
HS Student Council Advisor	0.040	\$2,758	\$2,803	\$2,845

HS Yearbook Advisor	0.055	\$3,793	\$3,854	\$3,911
Makerspace	0.030	\$2,069	\$2,102	\$2,134
Marching Band Advisor	0.030	\$2,069	\$2,102	\$2,134
Music: Brass Ensemble	0.010	\$690	\$701	\$711
Music: Jazz Band	0.010	\$690	\$701	\$711
Music: Pep Band	0.010	\$690	\$701	\$711
Music: Tri-M Advisor	0.015	\$690	\$701	\$711
Music: Valley Voices	0.010	\$690	\$701	\$711
National Honor Society Advisor	0.010	\$690	\$701	\$711
Newspaper Advisor (co-curricular)	0.030	\$2,069	\$2,102	\$2,134
Political Simulation Advisor (Model UN)	0.025	\$1,724	\$1,752	\$1,778
Senior Project (teachers)	0.013	\$897	\$911	\$925
Shepaug World Affairs	0.009	\$649	\$659	\$669
Special Education-Teaching Program (Per hour)	0.001	\$46	\$47	\$48
Team Mentor (per mentee)	0.010	\$690	\$701	\$711
VHS Coordinator	0.055	\$3,793	\$3,854	\$3,911
Video Production Club	0.010	\$690	\$701	\$711

ATHLETIC ACTIVITIES (FALL & SPRING)-B

Baseball: Boys' Varsity	0.070	\$4,827	\$4,905	\$4,978
Baseball: Boys' Assistant Varsity	0.050	\$3,448	\$3,503	\$3,556
Baseball: Boys' Jr. Varsity	0.050	\$3,448	\$3,503	\$3,556
Baseball: Boys' Jr. Varsity Assistant	0.050	\$3,448	\$3,503	\$3,556
Baseball: MS Boys'	0.043	\$2,965	\$3,013	\$3,058
Cross Country: Boys' Varsity	0.055	\$3,793	\$3,854	\$3,911
Cross Country: Girls' Varsity	0.055	\$3,793	\$3,854	\$3,911
Cross Country: MS Boys'	0.025	\$1,724	\$1,752	\$1,778
Cross Country: MS Girls'	0.025	\$1,724	\$1,752	\$1,778
Field Hockey: Girls' Jr. Varsity	0.050	\$3,448	\$3,503	\$3,556
Field Hockey: Girls' Varsity	0.070	\$4,827	\$4,905	\$4,978
Field Hockey: MS Girls'	0.043	\$2,965	\$3,013	\$3,058
Game Day Field Hockey Asst. (per hr x 15 hrs)	0.004	\$247	\$251	\$255
Golf: Varsity	0.060	\$4,138	\$4,204	\$4,267
Soccer: Boys' Jr. Varsity	0.050	\$3,448	\$3,503	\$3,556
Soccer: Boys' Varsity	0.070	\$4,827	\$4,905	\$4,978
Soccer: Girls' Jr. Varsity	0.050	\$3,448	\$3,503	\$3,556
Soccer: Girls' Varsity	0.070	\$4,827	\$4,905	\$4,978
Soccer: MS Boys'	0.043	\$2,965	\$3,013	\$3,058
Soccer: MS Girls'	0.043	\$2,965	\$3,013	\$3,058
Softball: Girls' Jr. Varsity	0.050	\$3,448	\$3,503	\$3,556
Softball: Girls' Varsity	0.070	\$4,827	\$4,905	\$4,978
Softball: MS Girls'	0.043	\$2,965	\$3,013	\$3,058
Tennis: Boys' Varsity	0.060	\$4,138	\$4,204	\$4,267
Tennis: Girls' Varsity	0.060	\$4,138	\$4,204	\$4,267
Track: Boys' Assistant Varsity	0.050	\$3,448	\$3,503	\$3,556
Track: Boys' Varsity	0.070	\$4,827	\$4,905	\$4,978

Track: Girls' Assistant Varsity	0.050	\$3,448	\$3,503	\$3,556
Track: Girls' Varsity	0.070	\$4,827	\$4,905	\$4,978
Track: MS Boys'	0.035	\$2,414	\$2,452	\$2,489
Track: MS Girls'	0.035	\$2,414	\$2,452	\$2,489
Unified Sports Coach	0.025	\$1,724	\$1,752	\$1,778

Athletics (WINTER)

Basketball: Boys' Freshmen	0.060	\$4,138	\$4,204	\$4,267
Basketball: Boys' Jr. Varsity	0.060	\$4,138	\$4,204	\$4,267
Basketball: Boys' Varsity	0.090	\$6,207	\$6,306	\$6,401
Basketball: Girls' Jr. Varsity	0.060	\$4,138	\$4,204	\$4,267
Basketball: Girls' Varsity	0.090	\$6,207	\$6,306	\$6,401
Basketball: MS Boys'	0.047	\$3,241	\$3,293	\$3,342
Basketball: MS Girls'	0.047	\$3,241	\$3,293	\$3,342
Cheerleading: HS	0.060	\$4,138	\$4,204	\$4,267
Ice Hockey	0.090	\$6,207	\$6,306	\$6,401
Ice Hockey Assistant	0.060	\$4,138	\$4,204	\$4,267
Indoor Track	0.035	\$2,414	\$2,452	\$2,489
Swimming: Assistant Varsity	0.048	\$3,310	\$3,363	\$3,414
Swimming: Assistant Varsity (Diving)	0.048	\$3,310	\$3,363	\$3,414
Swimming: MS Assistant	0.025	\$1,724	\$1,752	\$1,778
Swimming: MS Head	0.047	\$3,241	\$3,293	\$3,342
Swimming: Varsity	0.090	\$6,207	\$6,306	\$6,401

Intramural Sports Advisor (Booth Free School)	0.024	\$1,655	\$1,682	\$1,707
Intramural Sports Advisor (Burnham School)	0.024	\$1,655	\$1,682	\$1,707
Intramural Sports Advisor(Washington Primary School)	0.024	\$1,655	\$1,682	\$1,707

LEADERSHIP - C

Head Teacher (Booth Free School)	0.080	\$5,517	\$5,605	\$5,689
Head Teacher (Burnham School)	0.080	\$5,517	\$5,605	\$5,689
Head Teacher (Washington Primary School)	0.080	\$5,517	\$5,605	\$5,689

MS Team Leader (Grade 6)	0.065	\$4,483	\$4,554	\$4,623
MS Team Leader (Grade 7)	0.065	\$4,483	\$4,554	\$4,623
MS Team Leader (Grade 8)	0.065	\$4,483	\$4,554	\$4,623

Athletic Director	0.146	\$10,068	\$10,230	\$10,383
Content Coach / Coordinator: Art	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Coordinator: Career and Technological Education	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Coordinator: Music	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Coordinator: Physical Education/Health	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Coordinator: School Counseling Services	0.080	\$5,517	\$5,605	\$5,689

Content Coach / Coordinator: Special Education	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Instructional Leader: English	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Instructional Leader: Math	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Instructional Leader: Science	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Instructional Leader: Social Studies	0.080	\$5,517	\$5,605	\$5,689
Content Coach / Instructional Leader: World Language	0.080	\$5,517	\$5,605	\$5,689
Dean of Students	0.080	\$5,517	\$5,605	\$5,689
Project Team Coordinator	0.080	\$5,517	\$5,605	\$5,689
Student Activities	0.055	\$3,793	\$3,854	\$3,911
TEAM Facilitator	0.040	\$2,758	\$2,803	\$2,845

HOMEBOUND INSTRUCTION-H

(Per Hour)	0.000800	\$53.67	\$54.52	\$55.34
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I. Payments of Academic Activities will be divided equally and paid in the second payroll in December and the first payroll in June.

J. Payment of Instructional Chairmen, Head Teachers, Team Leaders and Directors will be divided equally and included in their regular payroll checks in accordance with their Salary Payment Plan.

K. Payment for Athletic Activities will be:

Fall Sport Coaches: First payroll in November

Winter Sport Coaches: Two equal installments, second payroll in December and first payroll in March.

Spring Sport Coaches: First payroll in June

Completion of a season is a condition of a coaching activity.

L. All vacancies in extra duty positions shall be posted for a period of five (5) days prior to an appointment.

M. Every effort should be made to nominate appointees to extra-duty positions by June 15 of each school year for the succeeding school year.

N. Any certified teacher who is hired to teach an adult education course shall be compensated at the rate of \$494.00 per course.

O. The index number must be multiplied by the BA Step 1 plus increase and by a multiplier consisting of 1.458. For the purpose of Appendix C calculation only the following BA Step 1 figures shall be used:

2017-18 \$47,299

2018-19 \$48,056

2019-20 \$48,776

P. Each class shall have two advisors whose compensation is listed above under Academic Activities.

Q. “Acting” Foreign Language Department Chair (Instruction leader) shall be paid 75% of stipend and no release time

TYPE OR PRINT

**APPENDIX D-1
GRIEVANCE FORM A**

FORMAL GRIEVANCE PRESENTATION

(Level One)

(To be completed by aggrieved person)

AGGRIEVED PERSON _____ DATE OF FORMAL PRESENTATION _____

HOME ADDRESS OF AGGRIEVED PERSON _____

SCHOOL _____ PRINCIPAL _____

YEARS IN SCHOOL SYSTEM _____ SUBJECT AREA (AND/OR GRADE) _____

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE _____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

// IMMEDIATE REFERRAL TO LEVEL 2 (Grievance not under the purview of the Principal).

// OTHER (Specify).

(signature of Aggrieved)

TYPE OR PRINT

**APPENDIX D-2
GRIEVANCE FORM B**

DECISION OF PRINCIPAL

(To be completed by Principal, or other appropriate administrator, within 5 days of formal grievance presentation.)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

SCHOOL _____ PRINCIPAL (OR OTHER ADMINISTRATOR) _____

DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFORE:

DATE OF
DECISION _____

(signature of Principal)

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within 5 days of decision.)

- // I accept the above decision of the Principal (or other administrator).
- // I hereby refer the above decision to the Association's Professional Rights and Responsibilities Committee for appeal to the Superintendent of Schools.

DATE OF
RESPONSE _____

(signature of Aggrieved)

TYPE OR PRINT

**APPENDIX D-3
GRIEVANCE FORM C**

REFERRAL BY PR&R COMMITTEE

(To be completed by Association PR&R Committee Chairman within 5 days of referral.)

AGGRIEVED
PERSON _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

CHAIRMAN OF
PR&R COMMITTEE _____

DATE REFERRAL
RECEIVED BY PR&R _____

OPINION OF ASSOCIATION PR&R COMMITTEE AND REASONS THEREFORE:
(OPTIONAL)

// The attached grievance is hereby referred to the Superintendent of Schools for a hearing.

DATE OF
REFERRAL _____

(signature of PR&R Chairman)

TYPE OR PRINT

APPENDIX D-4
GRIEVANCE FORM D

DECISION BY SUPERINTENDENT

(To be completed by Superintendent of Schools within 5 days after hearing with Aggrieved and Association PR&R Committee representatives; hearing to be held within 10 days after receipt of appeal.)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

DATE APPEAL RECEIVED BY SUPERINTENDENT _____ DATE HEARING HELD BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

DATE OF DECISION _____

(signature of Principal)

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within 5 days of decision.)

- // I accept the above decision of the Superintendent of Schools.
- // I hereby appeal through the Association PR&R Committee, to the Board of Education for a review of this grievance.

DATE OF RESPONSE _____

(signature of Aggrieved)

TYPE OR PRINT

**APPENDIX D-5
GRIEVANCE FORM E**

REVIEW BY BOARD OF EDUCATION

AGGRIEVED PERSON _____ DATE OF FORMAL
GRIEVANCE PRESENTATION _____

PR&R COMMITTEE REFERRAL TO BOARD: (To be completed within 5 days of PR&R receipt of appeal from Aggrieved.)

// The attached grievance is hereby appealed to the Board of Education for review and hearing.

DATE OF
REFERRAL TO BOARD _____
(signature of PR&R Chairman)

BOARD RESPONSE:
(To be completed by Board of Education Chairman within 5 days after board hearing with aggrieved and Association PR&R Committee representatives; board hearing to be held within 20 days after receipt of appeal.)

DATE APPEAL RECEIVED _____ DATE HEARING HELD
BY BOARD OF EDUCATION _____ BY BOARD OF EDUCATION _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFORE:

DATE OF DECISION _____
(signature of Board Chairman)

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within 5 days of decision.)

// I accept the above decision of the Board of Education.

// I hereby request that the Association submit this grievance to arbitration.

DATE OF RESPONSE _____
(signature of Aggrieved)

TYPE OR PRINT

**APPENDIX D-6
GRIEVANCE FORM F**

DETERMINATION REGARDING ARBITRATION

(To be completed by Association President and PR&R Committee Chairman within 5 days of receipt of request from aggrieved that grievance be submitted to arbitration.)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

ASSOCIATION PRESIDENT _____ DATE REQUEST RECEIVED FOR ARBITRATION _____

DETERMINATION BY ASSOCIATION:

// The Association, through its PR&R Committee, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance therefore is closed.

// The Association, through its PR&R Committee, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

DATE OF DETERMINATION _____
(signature of PR&R Chairman)

(signature of Association President)

DESIGNATION OF ARBITRATOR: (To be completed by Board Chairman and Association President within 5 days of Association's determination to submit grievance to arbitration.)

// The parties have agreed upon and selected _____
(name of arbitrator) as the arbitrator to whom the appended grievance is hereby submitted.

DATE OF DESIGNATION _____
(signature of Association President)

(signature of Board Chairman)

LONGEVITY

APPENDIX E

Longevity has been paid pursuant to Article 41 in accordance with the following terms and conditions:

- A. Those teachers receiving longevity payments in the 1989-1990 school year will be “grandfathered in” and credited for all of the years credited up to and including 1989-1990, plus one year additional credit for each year of teaching subsequent to 1989-1990. For example, a teacher with five (5) years of longevity credit in the 1992-1993 school year will receive six (6) years of longevity credit in 1993-1994, seven (7) years of longevity credit in 1994-1995, and eight (8) years of longevity credit in 1995-1996.

The yearly longevity payment for those teachers will be calculated in the following manner:

(Number of credited longevity years) x (rate per year) = longevity pay for that year.

The rate per credited longevity year shall be determined by the following schedule:

School Year	Rate Per Credited Longevity Year
2011 - 2012	\$200.00
2012 - 2013	\$200.00
2013 - 2014	\$200.00

- B. Those teachers not receiving longevity during the 1992-1993 school year will become eligible for longevity pay after a year on maximum in the salary schedule. Thereafter, credited longevity years will accrue at the rate of one (1) per year. The first year of longevity will be worth \$300.

Each subsequent year will be worth \$200.

For example, a teacher on maximum during the 1992-1993 school year without longevity will start longevity in 1993-1994. This teacher will receive the following longevity payments during the life of this contract:

School Year	Longevity	Calculation Method
1993- 1994	\$300.00	(\$300 + 0 x \$200)
1994- 1995	\$500.00	(\$300 + 1 x \$200)
1995- 1996	\$700.00	(\$300 + 2 x \$200)

- C. Teachers who receive longevity will have the longevity added to the yearly salary and payment will be according to the payment plan selected under Article 40 - Staff Salaries.



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

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

Contributions to Your HSA

For 2010, contributions can be made to your HSA up to the following:

\$3,050 individual coverage
\$6,150 family coverage

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

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services.

Preventive Care

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

Then -

Your Bridge Responsibility

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

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

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

\$1,500 individual coverage
\$3,000 family coverage

If Needed -

Traditional Health Coverage

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

Traditional Health Coverage

After your bridge, the plan pays:
100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

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

Group Gift Card

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

\$3,000 individual coverage
\$6,000 family coverage

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

And even -

Earn Rewards

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

Earn Rewards

If you do this:

You can earn:

Complete the MyHealth Assessment online	\$50
Enroll in the MyHealth Coach Program	\$100
Graduate from the MyHealth Coach Program	\$200
Complete our Tobacco Free Program	\$50
Complete our Healthy Weight Program	\$50

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

Healthy Rewards

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

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

Summary of Covered Services

Preventive Care

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

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

Summary of Covered Services (Continued)

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

Medical Care

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

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

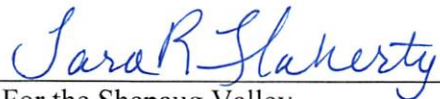
Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 100 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes a lifetime maximum of \$1,000,000 per member for out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage

SIDE LETTER AGREEMENT

The Shepaug Valley Regional School District No. 12 Board of Education ("Board") and the Shepaug Valley Education Association ("Association") hereby agree to create a standing study committee composed of an equal number of representatives of the Board and Association which will meet at least two (2) times per calendar year with the purpose of creating a dialogue regarding collective bargaining agreement between the parties. Each party shall appoint its own committee members. The duties of this study committee shall include, but not be limited to, reviewing the operations of the collective bargaining agreement and discussing possible cosmetic changes and ways to improve the language contained in the collective bargaining agreement. Participation in this study committee does not waive either the Board's or Association's right to request negotiations on particular contract provisions and issues. Further, the discussions which occur during study committee meetings shall in no way constitute bargaining history.



For the Shepaug Valley
Education Association

Date: 2-6-2017



For the Board of Education

Date: 2-6-2017

THIS AGREEMENT IS MADE AND ENTERED INTO on the 6 day of February, 2017, by and between the SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12 BOARD OF EDUCATION and the SHEPAUG VALLEY EDUCATION ASSOCIATION, affiliated with the Connecticut Education Association and the National Education Association.

BOARD OF EDUCATION, SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT NO. 12

Towns of Bridgewater, Roxbury and Washington

By 

SHEPAUG VALLEY EDUCATION ASSOCIATION

By 