

**AGREEMENT BETWEEN**  
**THE**  
**AVON BOARD OF EDUCATION**  
**AND THE**  
**AVON EDUCATION ASSOCIATION**

**EFFECTIVE**  
**JULY 1, 2013 – JUNE 30, 2016**

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BETWEEN THE  
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THIS AGREEMENT MADE AND ENTERED INTO by and between the Avon Board of Education (hereinafter referred to as the "Board") and the Avon Education Association (hereinafter referred to as the "Association").

ARTICLE I RECOGNITION

- A. The Board recognizes the Association for the purposes of professional negotiation as the exclusive representative, pursuant to 10-153a through 10-153g of the Connecticut General Statutes, as amended, of all those certificated professional employees of the Board in positions requiring teaching or special certificates and for persons employed under a durational shortage area permit. The employees in such positions are hereinafter generally called teachers.
- B. The Association accepts such recognition, and agrees to represent equally all certified teachers of the Avon School System without regard to membership or participation in, or association with, activities of the Association.
- C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Avon, provide for orderly professional negotiation between the Board and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.
- D. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, or designated representatives.
- E. The Association and the Board will maintain and exchange, upon request, a current list of all committees and subcommittees and their members and alternates.
- F. The choice of membership in any teacher organization shall be the privilege of the individual teacher. There shall be no reprisal of any kind taken against any teacher either by the Board or the Association by reason of his membership in any teacher organization or participation in its activities.
- G. Interim Teacher – See Exhibit I

ARTICLE II – BOARD RESPONSIBILITIES – PREROGATIVES

- A. Except as is otherwise specifically provided in this Agreement as the same may be amended from time to time, it is recommended that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Avon including but not limited to the following:

1. To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interest of the Town of Avon;
2. To give the children of Avon as nearly equal advantages as may be practicable;
3. To decide the need for school facilities;
4. To determine the need and program for the summer school and evening school, if any;
5. To determine the care, maintenance and operation of buildings, land, apparatus, and other property used for school purposes;
6. To determine the number, age, and qualifications of the pupils to be admitted into each school;
7. To employ, assign and transfer teachers, principals and assistant principals or other certificated personnel;
8. To suspend or dismiss the teachers of the schools in keeping with state statutes;
9. To designate the school which shall be attended by the various children within the town;
10. To make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;
11. To prescribe rules of management, studies, classification and discipline for the public schools;
12. To decide the textbooks to be used;
13. To make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;
14. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools;
15. And, to make transfers of funds within the appropriate budget as it shall deem desirable.

B. Nothing in this Agreement shall in any way limit or contravene the authority of the Avon Board of Education to maintain good public elementary and secondary schools as mandated by the statutes of Connecticut, by the authority of the Connecticut State Legislature as it may pertain to education by the Regulations and/or other requirements set forth by the Connecticut State Department of Education and the statutes and Charter of the Town of Avon.

C. It is recognized by the Board and the Association that all situations and developments could not be anticipated at the time of negotiation of this document. To achieve rapport between

the Board and the Association, periodic informal meetings shall be held between the negotiating groups of each organization as requested by either the Association or the Board.

### ARTICLE III – GRIEVANCE PROCEDURE

#### A. Definition

1. A “grievance” shall mean a complaint based upon an alleged misinterpretation, misapplication, or violation of a specific term or terms of the agreement and shall not apply to:
  - a. any matter for which a method of review is prescribed by law, or;
  - b. any rule or regulation of the State Commissioner of Education, or;
  - c. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or;
  - d. a complaint occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the administration or with any appropriate representative of the Association.
3. An “aggrieved person” shall be any teacher or teachers proximately affected by an alleged misinterpretation, misapplication or violation of a specific term or terms of the agreement to which the grievance procedure applies. Either an aggrieved person or the exclusive representative may initiate a grievance at Levels One, Two or Three. Any aggrieved person shall have the right to withdraw a grievance at any step of the informal or formal procedure. For purposes of this article, the term “teacher(s)” shall be synonymous with the term “aggrieved person,” unless the context in which the term “teacher(s)” is used clearly indicates otherwise.

#### B. Informal Procedure

1. If a teacher or the exclusive representative feels that he may have a grievance, he shall first discuss the matter with the immediate supervisor or Superintendent in an effort to resolve the problem informally.
2. If, after such discussion, the teacher is not satisfied with the disposition of the matter, he shall have the right to have the Association’s School Professional Rights and Responsibilities Representative assist him in further efforts to resolve the problem informally.
3. All decisions by supervisors or administrators at this level of the informal procedure shall be reported in writing to the Superintendent of Schools and be subject to his approval. Copies of the decision of the supervisor or administrator will be sent to the Chairman of the Professional Rights and Responsibilities Committee and to the President of the Association.

### C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. If a teacher or the exclusive representative does not file a grievance in writing as provided in paragraph E(1)(a) within twenty-five (25) days of the occurrence of the act or condition, there is no grievance.
3. "Days" shall mean teacher working days. For the summer vacation period, "days" shall mean calendar days; however, either party may extend such time limits by 50 percent, provided a reason is given.

### D. Content of Written Grievance

The written grievance will contain:

1. The alleged misinterpretation, misapplication and/or violation giving rise to this grievance;
2. A citation of the specific section or sections of the article or articles allegedly misinterpreted, misapplied, and/or violated;
3. The date of the alleged misinterpretation, misapplication, and/or violation;
4. The signature of the member or members of the unit grieving;
5. The remedy or redress sought;
6. Other pertinent data such as witnesses and circumstances giving rise to the grievance;
7. If the grievance is brought by the exclusive representative, the signature of the aggrieved person or persons submitting the grievance must be included if the grievance is submitted to Level Four.

### E. Formal Procedure

#### 1. Level One – School Principal

- a. If an aggrieved person or the exclusive representative is not satisfied with the disposition of his problem through informal procedures, he may submit his claim as a formal grievance in writing to his principal and/or other persons as determined by the Superintendent of Schools.
- b. The principal and/or other persons, as determined by the Superintendent of Schools, shall, within ten (10) days after submission of the grievance, render his decision and the reasons, therefore, in writing to the aggrieved teacher or the exclusive representative with a copy to the Superintendent of Schools

and to the Chairman of the Professional Rights and Responsibilities Committee.

2. Level Two – Superintendent of Schools

- a. If the aggrieved person or the exclusive representative is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance in writing, he may file the written grievance with the Chairman of the Professional Rights and Responsibilities Committee within five (5) days after the decision at Level One, or within five (5) days after expiration of the time limit for a decision, whichever comes first.
- b. Within five (5) days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee shall refer it in writing to the Superintendent of Schools or his designee, but prior to this being done, the Professional Rights and Responsibilities Committee shall provide an opportunity for the aggrieved person to meet with the Professional Rights and Responsibilities Committee for the purpose of reviewing the grievance.
- c. The Superintendent shall, within ten (10) days after receipt of the grievance from the Chairman of the Professional Rights and Responsibilities Committee, meet with the aggrieved person and with representatives of the Professional Rights and Responsibilities Committee for the purpose of resolving the grievance.
- d. The Superintendent shall, within five (5) days after the hearing, render his decision in writing to the aggrieved person with a copy to the Chairman of the Professional Rights and Responsibilities Committee.

3. Level Three – Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) days after the hearing, he may, within three (3) days after receipt of the decision from the Superintendent, or within three (3) days after expiration of the time limit for such decision, whichever comes first, file the grievance again with the Chairman of the Professional Rights and Responsibilities Committee.
- b. The Chairman of the Professional Rights and Responsibilities Committee shall, within three (3) days after receipt, refer the appeal to the Board of Education.
- c. The Board of Education, or a Board-appointed subcommittee, shall meet within twenty (20) days after receipt of the appeal with the aggrieved person and representatives of the Professional Rights and Responsibilities Committee for the purpose of resolving the grievance.
- d. The Board shall, within ten (10) days after such meeting, render its decision and reasons therefore in writing to the aggrieved person, with a copy to the

Chairman of the Professional Rights and Responsibilities Committee and appropriate administrators.

4. Level Four – Impartial Arbitration

- a. If the grievance is not settled by the decision at Level Three, or if no decision has been rendered within ten (10) days after the meeting, the Association may submit the grievance within ten (10) days of receipt of the decision, or within ten (10) days after expiration of the time limit for such decision, whichever comes first, to the American Arbitration Association, with a copy to the Board.
- b. Arbitration shall be conducted by the American Arbitration Association in accordance with its rules and procedures. The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.
- c. The costs for the services of the arbitrator and the American Arbitration Association shall be borne equally by the Board and the Association.
- d. There shall be no official public disclosure of the arbitration procedures by the Association or the Board except by mutual consent of the President of the Avon Education Association and the Chairman of the Avon Board of Education.

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 aggrieved person may be represented at Levels Two, Three, and Four of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative of any teacher organization other than the one that is representing the majority of teachers. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at Levels Two, Three, and Four of the formal grievance procedure.
3. The Association may, if it so desires, call upon other professional services for consultation and assistance at any state of the formal procedure, and the Board may also call upon anyone it chooses to assist it at any stage of these proceedings. The Board will be notified if the use of outside consultants requires the use of school facilities.



G. Miscellaneous

1. Forms for filing and processing grievances, and other necessary documents, shall be prepared jointly by the Superintendent of Schools and the Chairman of the Professional Rights and Responsibilities Committee and the President of the Avon Education Association or their designees, and made available to teachers through the Professional Rights and Responsibilities Committee.
2. Nothing contained herein shall deprive any teacher of any legal right which he presently has.
3. Times for meetings to discuss all grievances shall be scheduled outside of school hours, unless in the judgment of the Superintendent a meeting during school hours is desirable to facilitate production of appropriate information. Attendance by the aggrieved and by one Professional Rights and Responsibilities representative at grievance meetings held during school hours shall constitute authorized absence without loss of pay. Such authorized absence will not exceed one-half day per week. Other members of the Professional Rights and Responsibilities Committee of the Association or teachers may also be absent during school hours without loss of pay, but only in those instances in which the Superintendent decides it is necessary for the investigation or processing of an alleged grievance. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program.
4. All information pertaining to a grievance is a confidential matter between the aggrieved, Professional Rights and Responsibilities Committee, Superintendent of Schools, Board of Education and any other party named in the grievance and as such shall not be made known to persons other than those who are party to the grievance and their representatives until such time as the matter has been concluded.

ARTICLE IV – WORK YEAR, MEETINGS, TEACHER ATTENDANCE,  
LUNCH PERIODS, PLANNING PERIODS

A. Work Year

1. For the duration of this contract, the work year of teachers covered by the basic salary schedule of this Agreement will be no more than one hundred ninety one (191) work days for teachers new to the Avon Public Schools, of which up to five (5) days may be held prior to the return to school of the teachers who were employed the prior year in Avon; and one hundred and eighty-six (186) work days for teachers who were employed in Avon the prior year. One of the 191 and 186 workdays noted above will be a non-instructional workday.
2. Salary Deduction Computation: salary deduction for non-attendance and non-approved leave for the above schedule will be on the basis of 1/191 of the annual salary for teachers who are new to Avon, and 1/186 of the annual salary for all other teachers.
3. If a teacher's normal school day is lengthened beyond 7 hours and 15 minutes, the Board of Education shall compensate the affected member of the bargaining unit at a

rate of compensation based upon a prorating of the teacher's annual salary equal to a percentage of the time the teacher's school day is lengthened.

4. Occasional assignments to supervise students before or after school shall not constitute a change in the "normal school day" as defined in Article IV A-3 above provided they do not occur more often than once in any calendar month and provided no such assignment extends more than thirty (30) minutes beyond those hours.

#### B. Meetings

Both full-time and part-time teacher attendance will be required at the following professional meetings:

1. Superintendent's general staff meeting or other meetings called by the Superintendent;
2. General faculty meetings called by the school principal.
3. Subject groups, grade level or special groups as authorized by the Superintendent or his designee;

All such meetings shall, whenever possible, be held on Wednesday after school and be limited to four per month.

In the case of part-time employees, attendance will be required at the above meetings provided five (5) working days' notice has been given.

#### C. Teacher Attendance

Teacher attendance will be required at the following meetings:

1. Building Open House(s). These shall be held during the teachers' regular work week and a teacher shall not be required to attend more than two (2) such activities during any school year provided that, except in extraordinary circumstances, they are not on the same day of the week;
2. Meetings of the Board of Education and other official meetings when the teacher is requested to appear at such meetings and the topic under discussion is directly related to an effort on the part of an individual teacher or group of teachers;
3. Building Parent Conferences. There shall not be more than six (6) parent conference days per year, three in each half of the school year. Four (4) of these shall take place on early release days and shall begin 45 minutes after student dismissal and continue until the conclusion of the normal teacher workday. Two (2) of these (one in each half of the school year) shall take place in the evening after a normal school day. The timing of these evening conferences will begin at 6:30 p.m. and continue up to the hours of 9:00 p.m. on an as needed basis for parents to meet with teachers.

#### D. Lunch Periods

1. All teachers have a duty-free lunch period, the length of which shall be at least the same as the students' lunch period.
2. Teachers, with prior notification to the school office, are free to leave the school during their lunch periods.

#### E. Planning Periods

1. All full-time teachers in Elementary schools shall receive no fewer than 200 minutes of planning per regular five-day week. A planning period shall be no fewer than twenty (20) minutes. To the extent possible, as determined by the building principal and committee of teachers such time will be distributed evenly through the week. Classroom teachers in the elementary schools shall use the time when art, music, or physical education specialists are scheduled to conduct classes as planning periods.
2. Realizing the importance of adequate and uninterrupted planning time to the elementary level teacher, the administration will make every effort to secure qualified substitutes when specialists are absent, and additionally will schedule all required meetings at times other than planning periods.
3. All middle school and secondary school teachers shall have at least five planning periods per average school week. A planning period shall be equal to one period of classroom time based on a single unit of the master schedule. No more than two planning periods will be scheduled in the same day and two per day will occur not more than once a week.
4. Definition of Planning Time. Planning time is the non-instructional part of the teacher workday available to help teachers improve the student learning experience. This could include lesson planning, collaboration and discussion of instructional and curriculum matters. Available planning time during the teacher's workday excludes the teacher's assigned instructional time, duty free lunchtime and duty assignment.

### ARTICLE V – CLASS SIZE

A. The Board and the Association recognize that the pupil-teacher ratio is one of the important aspects of an effective education program; they both further recognize that the optimum class size is a variable because of the factors such as subject matter, approach and content that affect the pupil-teacher ratio; therefore, both parties agree that the sizes of classes set forth below are the maximum to be achieved in regular academic classes.

1. Kindergarten – Certificated personnel to pupil ratio of 1 to 20.
2. Grades 1 through 3 – Certificated personnel to pupil ratio of 1 to 23.
3. Grades 4 through 12 – Certificated personnel to pupil ratio of 1 to 25.

In grades 9 through 12, the student load set forth are the maximum to be achieved distributed over five (5) classes in the core subject areas of English/language arts, history/social studies, science, mathematics, and world languages. In the event a teacher is assigned to teach more than five (5) classes in these subject areas, the

teacher will be compensated at the rate of \$100 for every student in the lowest enrolled class for the full year and \$50 for every student in the lowest enrolled class for the half year.

- B. The foregoing limitations shall be subject to modification for such bona fide educational purposes as:
  - 1. Specialized classes.
  - 2. Large group instruction.
  - 3. Team teaching.
  - 4. Pilot programs.
  - 5. Open class concept.
- C. Any special groupings under State and Federally funded programs shall be in accordance with State and Federal laws.
- D. The Board of Education agrees to exert reasonable effort to provide assistance if the teacher's regular academic class size exceeds the limits specified in Article V, Section A. In the event that no assistance can be arranged, within 45 days, the affected teachers shall receive a cash stipend of \$350 per additional student for that teaching year. Elementary teachers shall receive added stipends if the same additional student occurs in that teacher's classes for multiple units of instructional time. This stipend shall be in the amount of \$100 per unit of instructional time that the same additional student is in said teacher's class.
- E. Efforts shall be made so that teachers of regular academic classes at the middle school or high school will not be required to teach more than three different subjects or grade equivalents. Any individual class may, however, include students from more than three grades.

#### ARTICLE VI – NON-TEACHING DUTIES

- A. Teachers shall not be required to drive pupils to activities which take place away from the school buildings.
- B. Evening and weekend chaperone duties will be compensated at the rate noted in Appendix B. Such chaperone assignments will be on a voluntary basis, except in the absence of volunteers, the principal may appoint teachers on a rotating basis.
- C. Upon return from an absence, each teacher will complete an evaluation of the substitute on a form provided by the Superintendent.
- D. Teachers will assist administrators in the completion of evaluations of paraprofessional personnel assigned to their classrooms.

#### ARTICLE VII – STAFF PARTICIPATION IN CURRICULUM PLANNING

The Board and the Association expect participation by teachers in curriculum planning. A spirit of mutual understanding and cooperation is encouraged.

## ARTICLE VIII – TEACHER ASSIGNMENT

- A. Teachers will be notified in writing of the schools to which they will be assigned for the coming year, if different; the grades and/or subjects that they will teach; and any special or unusual classes that they will have by June 15 if it is practicable and reasonable to do so, as determined by the administration.
- B. The administration may alter a teacher's assignment if conditions so warrant. The administration shall make reasonable effort to promptly notify teachers affected by such alterations and to take into consideration the teacher's preferences. Should a teacher so affected elect to resign, the Board of Education agrees to waive the thirty-day notice period of acceptance of a resignation, provided such resignation does not take place during June or September.
- C. Teachers will not be assigned outside the scope of their teaching certifications and/or their major or minor fields of study except in cases of emergency.
- D. The positions listed in Appendix B are appointive positions lasting for a period of no more than one school year. Each appointment shall be made according to the Board's discretion after receiving the Superintendent's recommendations. All persons, who wish to apply for such a position, will be considered for such position provided the applicant applies, in writing, prior to April 15. However, the appointing authority shall not be limited in its appointment to those expressing written interest.
- E. Whenever possible, persons assigned to positions listed in Appendix B shall be notified prior to August 1<sup>st</sup>.

## ARTICLE IX – TRANSFERS AND VACANCIES

### A. Transfer

- 1. The transfer of teachers within the school system is the responsibility of the Superintendent of Schools.
- 2. Teachers who request a transfer for the next school year shall file a written statement of such desire with the Superintendent. Each written request shall be limited to a single position.

### B. Vacancies

- 1. All teachers shall be given the opportunity to make application for all positions open. If, in the determination of the Superintendent, the qualifications of applicants are substantially equivalent, preference will be given to qualified full-time teachers currently employed by the Board with consideration to their length of service in the Avon Public Schools.
- 2. Vacancies occurring throughout the school year will be posted on the district's website. Vacancies for permanent positions that occur after August 1<sup>st</sup> need not be posted and may be filled at the discretion of the Superintendent of Schools. Vacancies that occur during the school year and filled with a long term substitute

teacher for the remainder of the school year shall be posted by June 1 if it has been determined the position will be filled with a permanent appointment the following year.

In the event that additional hours are deemed necessary in any subject area in which part-time teachers are currently employed, the positions already in existence shall be expanded to accommodate the increased need, unless logistical problems require an additional part-time teacher.

3. The President of the Association will receive notices of vacant positions on the teacher salary schedule and administrator salary schedule.

### C. Posting of New Positions

All new teacher and administrative positions will be posted in the same manner as required in B.2 of this Article.

## ARTICLE X – TEACHER FACILITIES

The Board agrees to provide the following facilities:

1. Clean and environmentally safe classrooms.
2. Space in each classroom in which teachers may safely store supplies and instructional materials;
3. Teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
4. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area;
5. Well-lighted and clean teacher rest rooms;
6. A communication system so that teachers can communicate with the building office from their classrooms;
7. Adequate parking space for all teachers;
8. If a school is closed for teachers due to any situation relating to safety, health and/or physical environmental condition, the building administrator shall notify each teacher of such closing. In such a case, teachers who are not required to report to work shall receive no deduction in pay, nor shall any leave accrual be affected.
9. When an issue of air quality arises, the Association's president or designee shall be entitled to receive in a timely manner all materials relating to the building's systems including, but not limited to, work reports, filter change dates and upcoming services.
10. If modifications to a classroom or building require work that may include, but not limited to plumbing, electrical work, or painting, except in an emergency, the Board

shall use its best effort to accomplish such work so as not to affect adversely student learning. Such efforts shall take into consideration cost effectiveness and health and safety of staff and students.

#### ARTICLE XI – ACCIDENT BENEFITS

Whenever a teacher is absent from school as a result of sickness or personal injury, such teacher shall immediately draw from his accumulated sick leave. If he is entitled to workmen's compensation benefits, sick leave shall be used on a fractional basis so that the combination of workers' compensation benefits and the fractional sick leave equals the teacher's regular rate of pay. Otherwise, sick leave may not be drawn upon in fractional amounts.

#### ARTICLE XII – STAFF REDUCTION AND RECALL

It is recognized that the Board of Education has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the General Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, financial restraints, or other circumstances as determined by the Board of Education.

##### A. Reductions

1. The Board of Education may, in the first instance, exercise its right and power to reduce the number of professional staff positions without determining which staff members, if any, will be dismissed or what other staffing changes will be made to effectuate the purpose of position elimination. It is expressly understood and agreed to by the parties that the decision to eliminate any professional staff position and to dismiss any teacher as a result will not be subject to the grievance procedure set forth in Article III of the Agreement.
2. Reductions in staff will be accomplished through attrition, to the extent feasible.
3. Should it become necessary to dismiss professional staff because of the elimination of positions, the following will apply:
  - a. tenured staff member may be dismissed because of elimination of position only if there is no other position for which the tenured staff member is qualified. In order to be qualified to displace a non-tenured staff member or to be transferred to an open position, a tenured staff member must be certified to hold such a position and must have taught in the area of certification applicable to such a position during the five-year period preceding the school year in which the staff reduction occurs, or must be certified and be able to show evidence of qualification for such position as determined by the Superintendent of Schools. A specialist working with students at any level is considered a classroom teacher at that level for the purposes of seniority and recall assuming they hold appropriate certification for the position.

- b. Within the separate categories of tenured staff and non-tenured staff, dismissal because of elimination of position will be based upon seniority as determined by the total number of years of contractual service as a certified teacher in the Avon School System, provided, however, that, in order to displace another staff member on the basis of seniority, a staff member be both certified to hold the position (of the staff member to be displaced) and has taught in the area of certification applicable to that position during the five-year period preceding the school year in which the staff reduction occurs, or must be certified and be able to show evidence of qualification for such as determined by the Superintendent of Schools. A specialist working with students at any level is considered a classroom teacher at that level for the purposes of seniority and recall assuming they hold appropriate certification for the position.
- c. When it becomes necessary to choose between or among several staff members of equal seniority as defined in 3-b above, the following criteria shall apply in the following order:
  - (1) Length of total experience as a certified teacher in Connecticut under a professional or provisional teaching certificate or under a certificate in any other jurisdiction which participates with Connecticut in the I.C.C. (Interstate Certification Compact);
  - (2) Number of credits beyond the bachelor's degree
4. Prior to recommending to the Board of Education the dismissal of any staff member because of elimination of position, the Superintendent of Schools shall offer the Avon Education Association an opportunity for input in order to insure compliance with the criteria outlined above.

#### B. Recall

1. The name of any teacher whose contract of employment has been terminated because of the elimination of a position or because of a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for a period of two (2) years from the effective date of contract termination, provided such teacher has not refused an offer of re-employment or has not failed to respond to an offer of re-employment. A teacher who is terminated from a full-time position does not waive his right to remain on the reappointment list for two years by a refusal to accept an offer of part-time re-employment.
2. Any teacher offered re-employment under the provisions of this article shall accept or reject the offer in writing within ten (10) days of receipt of such offer. If a teacher accepts an offer of such re-employment, he shall receive a written contract at least fifteen (15) days prior to the effective date of re-employment, where possible.
3. Offers of re-employment to teachers whose names appear upon a reappointment list shall be in the inverse order of termination provided, however, that no teacher on the reappointment list be offered re-employment in a teaching position unless he has taught within the area of certification applicable to such position during the five-year period preceding the year of contract termination, provided, however, the Superintendent may waive the foregoing certification criteria of said five-year period.



4. No new teacher shall be employed until all teachers on the reappointment list have been offered re-employment, provided, however, that no teacher on the reappointment list will be offered re-employment in a teaching position unless the teacher has taught within the area of certification applicable to such position during the five-year period preceding the year of contract termination, provided, however, the Superintendent may waive the foregoing certification criteria of said five-year period.
  5. Any teacher who accepts an offer of re-employment under the provisions of this article shall be placed upon the salary step next succeeding that which the teacher occupied at the time of termination.
  6. Any teacher who accepts an offer of re-employment under the provision of this article shall begin such re-employment with all unused sick days accrued at the time of termination.
- C. No teacher shall be formally reprimanded by the Superintendent or suspended without pay except for just cause.

#### ARTICLE XIII – SICK LEAVE

- A. Each teacher shall be entitled to an annual sick leave of 15 days at the teacher's regular rate of pay as stated in Appendix A. Accrued sick leave for part-time teachers shall be prorated on the basis of their full-time equivalent. This applies to part-time teachers hired after July 1, 1999. Sick leave may only be taken in half-day or full day increments.
- B. Effective September 1, 1971, unused sick leave will accumulate from year to year provided the teacher remains continuously in the service of the Avon Public Schools System, and further that such authorized accumulation of sick leave for teachers shall not exceed 186 days.
- C. In the cases of extreme hardship, the Board, on the Superintendent's recommendation, may grant up to thirty (30) days of additional leave to each teacher with the cost of the substitute to be deducted from the teacher's salary.
- D. In the event of absence of a teacher for illness in excess of four (4) consecutive working days, or if abuse is suspected, the Superintendent may request the filing of a doctor's certificate, or may require an examination by a physician selected by the Board, such examination to be at the Board's expense.
- E. Upon request, each teacher will receive an annual individual written report on the number of sick leave days accumulated.
- F. No later than November 1 of each school year, each teacher will receive an individual written report on the number of sick leave days accumulated.
- G. Disability resulting from pregnancy shall be considered an illness for sick leave purposes. Reasonable leave without pay for a disability resulting from such pregnancy in excess of accumulated sick leave shall be available. No medical certification shall be required to

establish disability for up to four (4) weeks prior to the anticipated date of delivery and for up to six (6) weeks after the date of birth.

#### H. Pregnancy

When a quarantine situation or risk of exposure to communicable disease exists, an appropriate, safe assignment shall be offered within the district.

#### I. Sick Leave Bank

1. At the start of each school year, teachers who have at least five years of service as a teacher in Avon, and who have at least 50 days of sick leave accumulated from previous school years, may elect to contribute up to three (3) of their days of sick leave to a sick leave bank, provided that the number of sick leave days in such bank shall not exceed 180.
2. The bank shall be administered by a committee consisting of the Superintendent, two members appointed by the Board, and two members appointed by the Association. The committee shall establish guidelines for the granting of sick leave from the bank to teachers who have exhausted their accumulated sick leave, and for replenishing the bank at the start of each school year. Such guidelines shall include:
  - (a) the teacher must have been a prior contributor to the bank,
  - (b) there must be a waiting period of at least 20 school days after the onset of the illness or injury before sick leave can be granted from the bank.
  - (c) the illness or injury must be a serious one involving an extended period of disability, and
  - (d) the teacher must cooperate with reasonable committee requests for medical documentation, and filing of appropriate insurance forms.
3. The committee may from time to time at its discretion solicit from teachers contributions of accumulated sick leave to be granted to teachers who do not qualify for participation in the bank by reason of their length of service or sick leave accumulation, and may establish conditions on such contributions or grants as may be appropriate under the circumstances.

### ARTICLE XIV – LEAVES OF ABSENCE

#### A. Personal Days

Where absence from service is necessary and unavoidable, and where to the extent practical notice is given in advance, each employee shall be permitted a maximum of five (5) days per year, with pay and without deduction from sick leave accumulation, for any of the following reasons:

1. Religious holidays which require absence from work (maximum of three days). Such leave requires notice ahead of time.
2. Serious illness in the immediate family. The "immediate family" includes the spouse of the employee and the parents, brother, sister, child, grandparent or grandchild of

the employee or of the employee's spouse or any relative of the employee or of the employee's spouse who is domiciled in the employee's household. In the event, within a school year, of a second serious illness in the above category, up to three (3) additional days may be granted.

3. Death in family or death of close friends: leave shall be granted for death of a teacher's spouse, child, parent, any other family member, or close friend.
4. In the event of life threatening illness or death of an employee's spouse, child, or parent of the employee, and the employee has exhausted all available personal leave as prescribed in Article XIV, Part A, the Superintendent may grant up to an additional five paid leave days deducted from the employee's sick leave accumulation.
5. Legal requirements. Attendance in court under subpoena or summons or participation in a legal proceeding such as a real estate closing, which cannot be scheduled outside of school hours.
6. Two days leave may be used for personal business which requires the attendance of the teacher and which cannot be scheduled outside of school hours. Such leave may not be taken on the day before or day after a school holiday or vacation. Request for such leave will be made at least forty-eight (48) hours in advance, unless an emergency situation makes forty-eight (48) hour notice impossible.
7. Documentation or verification may be required in connection with requests for leave under paragraphs 1 through 5 above.
8. Notice of all leaves will be on forms provided by the Superintendent at least forty-eight (48) hours in advance, unless an emergency situation makes forty-eight (48) hour notice impossible.
9. Requests for unpaid leave days will be considered for approval at the sole discretion of the Superintendent of Schools or his/her designee.

## B. Leaves

1. Childrearing Leave – A male or female teacher may request an extended leave of absence without pay for purposes of childrearing.
  - (a) If leave is requested for a full school year, the request is submitted at least 3 months prior to the start of the school year, and the leave begins not more than 6 months before and not more than 12 months after the birth or adoption of the child, then the request will be granted automatically.
  - (b) Other requests for childrearing leave will be handled in accordance with paragraph B.8 below.
2. Exchange Teacher Leave – Upon the recommendation of the Superintendent, leaves for exchange teacher positions may be arranged and granted by the Board to teachers who have successfully completed their required three-year probationary period in Avon. Such leave will be considered as continuous employment.

- (a) In no case shall sick leave accumulate during a leave of absence for exchange teaching;
  - (b) An employee returning to service in Avon shall provide a written statement from a physician that the employee is capable of resuming the employee's duties;
  - (c) An employee returning to service shall provide a report describing the employee's professional activities during such leave.
3. Military Leave – An employee who is called into military service of the Armed Services of the U.S., directly from Avon employment, for other than a short period of training, will be granted leave without pay or other benefits, except tenure and seniority rights, for the duration of the compulsory military service.
- (a) Retirement benefits shall be in keeping with state statutes regulating military leave;
  - (b) If a person attends a military reserve camp of the National Guard or other reserve unit of the Armed Forces of the U.S., leave shall be granted if such absence is required during the school year. The Avon Board of Education will pay said employee the difference between the teaching salary and the amount received for military duty.
4. Jury Duty – A person required to appear for jury duty shall be granted a leave of absence for the duration of said duty and shall be paid the difference between the teaching salary and the amount received for jury duty.
5. Professional Leave
- (a) In addition to such leave time and personal days, each employee may, at the discretion of the Superintendent, be permitted days for attendance at recognized educational meetings or for visiting and studying other school systems. Such days shall be granted by the Superintendent on the basis of benefit to the school system.
  - (b) The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance and final approval of the principal and Superintendent for particular purposes of special benefit to the school system.
  - (c) At the discretion of the Superintendent, officers and official representatives of the Association shall be entitled to released time without pay for performance of the duties of their offices. Requests for such leave shall be submitted to the Superintendent together with lists of officers and official representatives and their released time requirements by the president of the Association.
6. Sabbatical Leave
- (a) Purpose: Sabbatical leave is designed to provide an additional opportunity for professional personnel to directly promote the educational interests of the community by improving their ability and preparation in specific areas of service.

(b) Experience: Such improvements can be attained by broadening the experience, increasing the scope of knowledge, and cultivating the depth of understanding of the professional staff through formal study, research or writing.

(c) Qualification for Eligibility:

- (1) Six continuous years of satisfactory service in the Avon School System. One establishes eligibility for each succeeding six years of continuous service;
- (2) Master's Degree;
- (3) Provisional or Professional Educator's certificate.

(d) Conditions and/or Arrangements:

- (1) No more than one staff member will be granted sabbatical leave during any semester;
- (2) Sabbatical leave will be granted for either one or two full academic semesters;
- (3) Applications are to be submitted to the Superintendent of Schools before November 1 for the following September. The Board of Education will act on such applications and inform applicants of its tentative decision before March 1. Final approval will not be made until after the Annual Town Meeting. Applications will include an outline of the purpose, the programs, the activities (itinerary), and the interim and final report which will constitute the Sabbatical Leave Program;
- (4) Any subsequent changes in the program must be approved by the Superintendent of Schools;
- (5) During the sabbatical leave, the teacher shall be considered in the employ of the Board of Education, shall enter a written contract at  $\frac{3}{4}$  of full salary, and shall enjoy all the benefits and privileges accruing to this staff member as if pursuing his normal teaching assignment;
- (6) The applicant will attempt to secure financial aid as a possible means of reducing the cost of the program to the community. It shall be understood that the total amount of compensation to be received from all sources shall not exceed the recipient's placement on the Avon salary schedule for the year of the sabbatical leave. Any monies in excess of the recipient's Avon salary shall be deducted from the  $\frac{3}{4}$  of full salary;
- (7) Any interruption or complication during the leave program will be reported immediately to the Superintendent;
- (8) The Board of Education reserves the right to reject any and all requests for sabbatical leaves of absence for any reason whatsoever, including cost compared to benefit to the school system, other budget priorities, etc.;
- (9) A teacher will return to employment in Avon for a period of two school years immediately following such leave, or, if failing to return, will

remit to the Town of Avon the total amount of salary received during such leave.

7. Adoption

The Board agrees to provide an employee up to three (3) weeks of leave for purposes of adoption. Additional time beyond the three weeks is available at the discretion of the Superintendent. Adoption leave is paid leave provided the employee has sufficient accrued sick days. If not, such leave is available without pay.

8. Other leaves of absence may be granted at the discretion of the Board, or as required by law. In the event any of the paragraphs of this Article are in conflict with applicable provisions of the Family and Medical Leave Act, then the latter shall control.

B. Return from Leave

1. Persons who are on prolonged non-paid leaves granted by the Board of Education shall commence teaching after such leave only at school opening in September. Exceptions to the September return may be made in the case of sabbatical leave.
2. Persons returning from such prolonged leave shall notify the Superintendent in writing by February 1 of their intention to resume work at the beginning of the ensuing year. Failure to give such notification will be considered due and sufficient cause to terminate the person's contract of employment.
3. An employee returning from a leave of absence shall be restored to the same position held at the time leave was granted, or, if there is no opening or vacancy in such position, to another open position for which the employee is certified and qualified.
4. In all cases of extended leaves, the Board reserves the right to require, prior to a teacher returning to service, a written statement from a physician or physicians on a form developed and provided by the Board of Education, certifying the teacher's ability to resume full-time teaching duties. Such exams will be at the Board's expense.

ARTICLE XV – PAYROLL DEDUCTIONS

The Board agrees to make the following deductions from the salary of its employees:

1. Credit Union Payments
2. Group Insurance Options:
  - a. Health Insurance Plan (CIGNA)
  - b. Contributory Life Insurance
  - c. MetLife Dental Plan

3. Teachers' Retirement
4. Annuity Plan

As of July 1, 1992, teachers will be allowed to contract freely with ten (10) licensed companies mutually selected by the AEA and the Board for a tax-sheltered annuity as provided by federal law (Section 403(b)) to have adjustments to their salary. Enrollment or changes in existing plans must be submitted to the Business Office prior to the first day of the months of September, October, February and April. Any teachers enrolled in plans outside the ten (10) companies mutually selected by the AEA and the Board can continue deductions into their plan. New enrollees must select from the ten (10) companies selected.

5. Association Dues:

- a. All teachers employed by the Avon Board of Education shall as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- b. The Avon Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by twenty (20). Deductions will start with the second paycheck. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.
- c. Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
- d. The Board of Education agrees to forward to the Association after each payroll a check for the amount of money deducted during that pay period.
- e. The Avon Education Association shall submit to the business office a list of all teachers and the amount of dues or fees to be deducted for each teacher by noon, the date of the first paycheck of each year. No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all teachers employed by the Board of Education. Notification of changes to the original list will be made as they occur by the Business office.
- f. The singular reference to the "Association" herein shall be interpreted as referring to the Avon Education/Teachers Association, the Connecticut Education Association, and the National Education Association.

- g. The Association shall hold the Board harmless against any and all claims, demands, litigation, lawsuits, attorney's fees for counsel of the Board's choice or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Section.
6. Other deductions as required by law.
  7. The Avon Board of Education shall make available on an optional basis at no cost to the teachers a Section 125 – Accident and Health Insurance (IRC Sections 105 and 106), and Dependent Care Assistance (IRC Section 129). This shall include a debit card linked to the teacher's Section 125 account.
  8. Teachers shall be notified of open enrollment periods at least two weeks prior to each period.
  9. The Board shall establish and maintain an I.R.C. 457(b) Deferred Compensation Plan for the purpose of employee savings through payroll deduction.

#### ARTICLE XVI – REMUNERATION

- A. The remuneration of all teachers shall be in accordance with the schedules set forth in Appendix A, Appendix B, Appendix C, and Appendix D. Teachers shall receive notice of their salary for the following school year in writing by June 15, if it is practicable and reasonable to do so, as determined by the administration.
- B. Degree Definition: The salary schedule listed in the appendices of this 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 Masters degree earned at an accredited college or university. The individual must have met the course requirements for standard certification;
  3. Sixth Year: A certificate of advanced graduate study, a second Masters degree related to education, or a sixth year professional diploma earned at an accredited college or university. Alternatively, teachers shall be placed on the sixth year salary schedule if they have completed thirty (30) hours of course work beyond the Masters degree in a planned program approved by the Superintendent of Schools. A maximum of nine (9) video or online course credits may be taken per year, not to exceed one (1) course per term (fall, spring, summer terms). However, if a teacher is enrolled in a three-year online or video course program previously approved by the Superintendent, the teacher may take twelve (12) credits of online or video course work in one of the three years, only nine (9) of which are reimbursable.

NOTE: In order to qualify for the sixth year schedule, all of the coursework must have been taken after the date the coursework for the first Masters Degree was completed.
  4. Doctorate: A doctorate degree earned at an accredited college or university. Credit for salary purposes is not retroactive.



C. Teachers who agree to have their MA degree or 6<sup>th</sup> year program approved by the Superintendent and agree to take at least 30 hours credit on the MA, or 30 hours credit on the 6<sup>th</sup> year in courses determined by the Superintendent, will receive, starting with their first full year after receipt of the MA degree or 6<sup>th</sup> year, an annual stipend of \$500.

D. Salary Placement

1. Placement on the salary schedule for teachers entering the Avon School System shall be at the sole discretion of the Superintendent of Schools.
2. Salary increments may be withheld by the Superintendent of Schools with the approval of the Board if, in his judgment, the best interest of the Avon Public Schools shall be served by such action. Whenever possible, notification of such action will be given prior to school closing in June.
3. In years in which step advancement has been negotiated, at the beginning of each school year, all teachers shall advance to the next high numbered step, except those on maximum, who remain at maximum. Teachers receiving a degree change will move horizontally across the scale plus one vertical step. Teachers are allowed only one vertical step per school year.
4. Teachers with an earned doctorate from an accredited college or university will receive an additional \$2,000 above the Sixth Year schedule at the appropriate level of experience.
5. A teacher seeking tuition reimbursement under this Section shall obtain prior approval from the Superintendent for a course or course of study leading to a salary or lane change and/or an advanced degree or certificate. The course or course of study shall be discussed with the principal first, and then submitted for approval to the Superintendent of Schools or his/her designee. The teacher will receive reimbursement of one-third of the tuition cost per credit hour following the successful completion of no more than two courses in each session (fall, spring and summer). In order to receive reimbursement for summer course work, evident of successful completion and tuition bill must be received by the Superintendent by October 31<sup>st</sup>, fall by January 31<sup>st</sup> and spring by June 30<sup>th</sup>.
6. Any teacher who anticipates securing a degree change by the commencement of the next school year will give written notice to the Superintendent of Schools by October 15 to be able to receive the salary adjustment and change in salary lane in the first pay period in the following school year. The written notice to the Superintendent shall include the teacher's detailed plan of course work for the anticipated completion of the academic program before September 1<sup>st</sup> of the next school year. Proof of completion (unofficial transcript) shall be submitted no later than September 30<sup>th</sup> of the school year in which the change occurs.
7. Certificated personnel who are employed part-time shall be placed on the salary schedule within the discretion of the Superintendent of Schools. For the purposes of computing salary for part-time employees, the basis for a full day will be considered seven (7) hours and fifteen (15) minutes. Part-time teachers will be paid a prorated

salary based on the ratio between the length of the daily assignment and 7 hours 15 minutes. Half-day kindergarten teachers shall be compensated as a four (4) hour day. The formula to compute salary is as follows: 20 hr. divided by 36.25/hr.=55.17% of full contract rate. The teacher schedule, including meetings as defined in Article IV, B-C, and lunch and planning periods, shall be at the discretion of the building principal(s).

8. Teachers on unpaid leave in excess of ninety (90) days in a school year will not be credited with a year's experience for purposes of placement on the salary schedule.
9. The Avon Board of Education will provide a total annual sum of \$7,500, allocated equally (\$2,500 per session) among the summer, fall and spring academic sessions, for the purpose of reimbursing teachers on a first come, first served basis for courses taken outside a regular planned academic program which are related to their assignment and receive prior approval by the Superintendent. If monies allocated for a session are not used, they will be available during the next session of the current school year. Courses must be approved and will be reimbursed at the rate set forth in paragraph D.5. above. No one teacher shall be eligible for reimbursement for more than two courses per school year (7/1-6/30) under this provision. In order to receive reimbursement for summer course work, evident of successful completion and tuition bill must be received by the Superintendent by October 31<sup>st</sup>, fall by January 31<sup>st</sup> and spring by June 30<sup>th</sup>.
10. If a tenured teacher does not meet the Avon Public Schools system expectations as found in the Guide for Professional Evaluation and after one (1) year on the "Improvement Plan" level, the Board shall have the right to deny for one (1) year increment or general wage increase for said teacher on the salary schedule or maximum step of any scale or lane for just cause.

In either event, a maximum or incremental teacher, such withholding shall be determined only after written notice to the affected teacher that such action is under consideration by the Board, and the reasons therefore, and opportunity for a hearing, pursuant to Article III E. of the contract, before the Board or a committee of the Board. Such hearing may be invoked by initiation by the affected teacher or a grievance at level three of the grievance procedure. If the affected teacher does not initiate such a grievance within twenty (20) days of receipt of said written notice, the Board may withhold such increment or increase without affording further notice, or opportunity for hearing to the teacher.

#### 11. National Board Certification

The Board will reimburse each teacher who successfully completes the National Certification the one time amount of \$2,000. National Certifications include the following: NBPTS - National Board for Professional Teaching Standards, NCSP - National Certified School Psychologist, NBCC - The National Board for Certified Counselors, ASHA-CCC-ASHA Certificate of Clinical Competence in Speech-Language Pathology.

E. Salary Payment

1. Each teacher will be paid a contract salary plus all stipends, other than coaching, on a bi-weekly schedule according to one of the following options to be selected by each teacher.
  - a. 22 equal payments
  - b. 21 payments and a balloon (balloon is equal to 5 pays on a 26-pay schedule)

Payments will commence not later than the second Friday when all teachers are scheduled to work in the new school year.

2. All paydays will be on a Friday unless it is a legal banking holiday. In those cases payday will be on the preceding business day.
3. During school closing or vacation periods, checks will be available in the business office, or will be mailed to teachers who have previously provided stamped, self-addressed envelopes. When school is in session, checks will be distributed in school buildings.
4. Checks will be distributed only to the employee, unless the employee provides written authorization to do otherwise.
5. Direct payment will be made to the bank or credit union of any employee who so desires this option, so long as the bank or credit union is in the New England Clearinghouse. Checks will be deposited by 3 p.m. of each scheduled payday.

ARTICLE XVII – RETIREMENT

- A. If a teacher has remained in the continuous and unbroken service, except for leaves as defined in Article XV – Leaves of Absence, of the Avon Public Schools for 10 or more years, the teacher shall receive an added salary stipend in the last year of service subject to the following schedule and condition:

<u>Years of Service in Avon upon retirement</u>	<u>Stipend</u>
10-19 years	\$1,500
20-24 years	\$2,250
25-34 years	\$3,000
35 years or more	\$3,750

- B. Teachers who declare their intention to retire from Connecticut teaching service in writing to the Superintendent on or before January 1 and have remained in continuous and unbroken service in the Avon Public Schools for 25 years or more, shall receive \$1,000 on or about January 1 for each of the first five (5) years after retirement. If such teachers who have remained in continuous and unbroken service in the Avon Public Schools for 25 years or more provide such written notification after January 1, they shall receive \$1,000 on or about January 1 for each of the second through sixth years after retirement.

- C. Each retiring teacher, after having completed 25 years of cumulative service in the Avon Public Schools, except for leaves of absence as defined in Article XIV – Leaves of Absence, shall receive full and continuous health insurance coverage in the same plans and riders made available to active employees at the same premium contribution made by active employees for a period not to exceed five (5) years. At age 65, coverage for those eligible for Medicare shall be modified as required by the carrier. At the end of a five-year period, retirees may purchase coverage, if the carrier allows, at their own expense.
- D. Each teacher who, having completed at least twenty-two (22) years of continuous and unbroken service in Avon, except for leaves as defined in Article XIV – Leaves of Absence, may notify the Superintendent in writing of their intention to retire at the conclusion of three (3) additional years of teaching service and shall receive an additional \$2,500 in salary for each of these last three (3) years of service.

#### ARTICLE XVIII – GENERAL PROVISIONS

- A. Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of their personal files as maintained by the Superintendent of Schools, with the time and place of the review being determined by the Superintendent of Schools.
- B. The Board shall make available five copies of the Board policies to the President of the AEA.
- C. Any written complaint made against a teacher shall promptly be called to the attention of the teacher. The teacher will have an opportunity to add a written response to the specific complaint.

#### ARTICLE XIX – NON-RESIDENT AVON TEACHERS

The Board shall give favorable consideration to a request by any non-resident Avon teacher to send their child(ren) to Avon Public Schools with tuition paid by the teacher, provided there are no unusual costs (such as special education or additional staffing) resulting from the granting of such request. Any decision to accept a non-resident student is subject to annual review.

#### ARTICLE XX – SPECIAL AWARDS

The parties recognize that the Board of Education may, by public vote, grant from time to time, to individual teachers or groups of teachers, financial awards in recognition of extraordinary contribution to the school system, or in recognition of honors conferred on the teacher which bring credit to the school system. Any such payment shall not exceed \$1,000; shall constitute a one-time award in recognition of specific accomplishments, rather than overall teaching performance; and shall be separate and distinct from negotiated compensation for teaching. Nominations may be made by any member of the certified professional staff, or any member of the Board of Education. A teacher may decline nominations without prejudice.

ARTICLE XXI – DURATION

This agreement for the period July 1, 2013 through June 30, 2016 contains the full and complete agreement between the Board and the Association.

ARTICLE XXII – SURVEY

Professional employees in an instructional capacity will annually use a student feedback of teaching form for all classes or courses to which they are assigned. The form will be developed by a committee of teachers and the principal in each school. Survey data will be used solely to supplement teachers' personal assessments of their performance.

ARTICLE XXIII – SAVINGS CLAUSE

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

This agreement may not be modified in whole or in part by parties except by an instrument in writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be executed by their duly authorized representatives as of this day and year first above written.

AVON BOARD OF EDUCATION

AVON EDUCATION ASSOCIATION

Peggy Loell  
Chairperson

Steven Munch  
President

7-26-2013  
Date

7-24-2013  
Date

## APPENDIX A

### TEACHER SALARY SCHEDULE FOR 2013-14

STEP	BA	MA	6TH YEAR
1	49,886	54,989	60,616
2	51,886	57,193	63,039
3	53,951	59,479	65,571
4	56,112	61,855	68,195
5	58,356	64,331	70,924
6	61,325	66,907	73,761
7		69,580	76,706
8		72,370	79,773
9		75,269	82,962
10		78,271	86,283
11		81,853	90,243
12		86,383	95,233

### TEACHER SALARY SCHEDULE FOR 2014-15

STEP	BA	MA	6TH YEAR
1	50,884	56,089	61,828
2	52,924	58,337	64,300
3	55,030	60,669	66,882
4	57,234	63,092	69,559
5	59,523	65,619	72,342
6	62,552	68,245	75,237
7		70,972	78,240
8		73,817	81,368
9		76,774	84,621
10		79,836	88,009
11		83,490	92,048
12		88,111	97,138

### TEACHER SALARY SCHEDULE FOR 2015-16

STEP	BA	MA	6TH YEAR
1	51,902	57,211	63,065
2	53,982	59,504	65,586
3	56,131	61,882	68,220
4	58,379	64,354	70,950
5	60,713	66,931	73,789
6	63,803	69,610	76,742
7		72,391	79,805
8		75,293	82,995
9		78,309	86,313
10		81,433	89,769
11		85,160	93,889
12		89,873	99,081

APPENDIX B - 1  
Coaches' Salaries

SPORT	2013-14 (2.00%)			2014-15 (2.00%)			2015-16 (2.00%)		
	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
<b>FOOTBALL</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
Assistant	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
Assistant	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
<b>GIRLS' BASKETBALL</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
DV	3,488	4,124	4,124	3,558	4,206	4,206	3,629	4,290	4,290
AMS	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS-Assistant	2,220	3,172	2,854	2,264	3,235	2,911	2,309	3,300	2,969
<b>BOYS' BASKETBALL</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
DV	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
AMS	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS-Assistant	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
<b>WRESTLING</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
<b>ICE HOCKEY</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
<b>SWIMMING</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599

SPORT	2013-14 (2.00%)			2014-15 (2.00%)			2015-16 (2.00%)		
	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
<b>GIRLS' LACROSSE</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
<b>BOYS' LACROSSE</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
<b>GIRLS' SOCCER</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
<b>BOYS' SOCCER</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
<b>FIELD HOCKEY</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS (Head)	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
AMS (Asst.)	1,665	1,903	2,141	1,698	1,941	2,184	1,732	1,980	2,227
<b>VOLLEYBALL</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
DV	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629



SPORT	2013-14 (2.00%)			2014-15 (2.00%)			2015-16 (2.00%)		
	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
<b>SOFTBALL</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
AMS	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
<b>BASEBALL</b>									
Head	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
AMS	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
<b>GIRLS' CROSS COUNTRY</b>									
Head	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
AMS Coed	1,585	1,903	2,220	1,617	1,941	2,264	1,649	1,980	2,309
AMS Asst.	1,189	1,427	1,665	1,213	1,456	1,698	1,237	1,485	1,732
<b>BOYS' CROSS COUNTRY</b>									
HEAD	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
<b>TRACK</b>									
Head	5,709	6,024	6,343	5,823	6,144	6,470	5,939	6,267	6,599
Assistant	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
Assistant	3,488	3,913	4,124	3,558	3,991	4,206	3,629	4,071	4,290
2nd Assistant	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
2nd Assistant	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
AMS	2,220	2,538	2,854	2,264	2,589	2,911	2,309	2,641	2,969
AMS Assistant	1,585	1,903	2,220	1,617	1,941	2,264	1,649	1,980	2,309
<b>GIRLS' TENNIS</b>									
Head	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
<b>BOYS' TENNIS</b>									
Head	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
JV Co-Ed	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
<b>GIRLS' GOLF</b>									
Head	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
JV Co-Ed	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629

SPORT	2013-14 (2.00%)			2014-15 (2.00%)			2015-16 (2.00%)		
	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III	STEP I	STEP II	STEP III
<b>BOYS' GOLF</b>									
Head	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
<b>CHEERLEADING</b>									
Head - Fall (40%)	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
Head - Winter (60%)	3,488	3,806	4,124	3,558	3,882	4,206	3,629	3,960	4,290
Assistant - Fall (40%)	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
Assistant - Winter (60%)	2,854	3,172	3,488	2,911	3,235	3,558	2,969	3,300	3,629
<b>STRENGTH/CONDIT.</b>									
Head - Fall (60%)	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Head - Winter (60%)	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Head - Spring (60%)	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277
Head - Summer (60%)	4,440	4,757	5,073	4,529	4,852	5,174	4,620	4,949	5,277

APPENDIX B-2

CO-CURRICULAR STIPENDS

CATEGORY	POSITION	Stipend 2013-14			Stipend 2014-15			Stipend 2015-16		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
	<b>AHS CO-CURRICULAR</b>									
C	A.V.O.N-AHS	663	765	867	676	780	884	690	796	902
D	AMNESTY INTERNATIONAL-AHS	510	612	714	520	624	728	531	637	743
D	CERTAMEN CLUB ADVISOR-AHS	408	510	612	416	520	624	424	531	637
B	CHAMBER CHOIR DIRECTOR-AHS	1,122	1,224	1,326	1,144	1,248	1,353	1,167	1,273	1,380
D	CLEAN ENERGY-AHS	357	459	561	364	468	572	371	478	584
D	CONN YOUTH FORUM-AHS	204	255	281	208	260	286	212	265	292
D	DEBATE CLUB-AHS	306	408	510	312	416	520	318	424	531
E	ELECTIONS-AHS	153	179	204	156	182	208	159	186	212
D	FRESHMAN CLASS ADVISOR-AHS	459	561	663	468	572	676	478	584	690
D	GAY ALLIANCE-AHS	204	255	306	208	260	312	212	265	318
D	GREEN TEAM-AHS	204	255	306	208	260	312	212	265	318
D	IMPROV THEATER-AHS	510	612	714	520	624	728	531	637	743
A	JAZZ BAND II/DIRECTOR-AHS	2,754	3,264	3,774	2,809	3,329	3,849	2,865	3,396	3,926
B	JUNIOR CLASS ADVISOR-AHS	969	1,071	1,173	988	1,092	1,196	1,008	1,114	1,220
D	LEO-AHS	510	612	714	520	624	728	531	637	743
C	LITERARY ARTS MAGAZINE-AHS	561	663	765	572	676	780	584	690	796
B	MATH TEAM ADVISOR-AHS	1,020	1,275	1,530	1,040	1,301	1,561	1,061	1,327	1,592
B	MOCK TRIAL ADVISOR-AHS	816	918	1,020	832	936	1,040	849	955	1,061
C	MODEL UN ADVISOR-AHS	561	663	765	572	676	780	584	690	796
A	MUSICAL MUSIC DIRECTOR-AAHS	2,040	2,244	2,448	2,081	2,289	2,497	2,122	2,335	2,547
B	MUSICAL CHOREOGRAPHER-AHS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
B	MUSICAL DIRECTOR-AHS	1,530	1,683	1,836	1,561	1,717	1,873	1,592	1,751	1,910
A	NATIONAL HONOR SOCIETY-AHS	2,448	2,856	3,264	2,497	2,913	3,329	2,547	2,971	3,396
C	NEWSPAPER-AHS	612	714	816	624	728	832	637	743	849
D	ON-CALL VOLUNTEERS-AHS	434	536	638	442	546	650	451	557	663
D	PEP BAND-AHS	408	459	510	416	468	520	424	478	531
B	SENIOR CLASS ADVISOR-AHS	1,071	1,173	1,275	1,092	1,196	1,301	1,114	1,220	1,327
B	SIERRA CLUB-AHS	816	918	1,020	832	936	1,040	849	955	1,061
D	SOPHOMORE CLASS ADVISOR-AHS	510	612	714	520	624	728	531	637	743
A	STUDENT COUNCIL ADVISOR-AHS	3,060	3,468	3,876	3,121	3,537	3,954	3,184	3,608	4,033
D	TECHNOLOGY LEADER-AHS	459	510	561	468	520	572	478	531	584
B	TUTORING IN THE CITY ADVISOR-AHS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
D	VIDEO CLUB-AHS	204	255	306	208	260	312	212	265	318

CATEGORY	POSITION	Stipend 2013-14			Stipend 2014-15			Stipend 2015-16		
		Step 1	Step 2	Step 3	Step 1	Step 2	Step 3	Step 1	Step 2	Step 3
B	WRITING CENTER-AHS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
A	YEARBOOK ADVISOR-AHS	4,080	5,100	6,120	4,162	5,202	6,242	4,245	5,306	6,367
	<b>AMS CO-CURRICULAR</b>									
B	ARIOSO CHOIR-AMS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
D	COFFEE HOUSE-AMS	510	612	714	520	624	728	531	637	743
B	CRAFT CLUB-AMS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
D	HELPING HARTS-AMS	204	255	306	208	260	312	212	265	318
B	HOPE-AMS	1,020	1,224	1,428	1,040	1,248	1,457	1,061	1,273	1,486
B	JAZZ BAND-AMS	1,020	1,224	1,428	1,040	1,248	1,457	1,061	1,273	1,486
B	LEO-AMS	1,020	1,224	1,428	1,040	1,248	1,457	1,061	1,273	1,486
B	MATH COUNTS-AMS	1,020	1,224	1,428	1,040	1,248	1,457	1,061	1,273	1,486
B	POETRY CLUB-AMS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
A	STUDENT COUNCIL-AMS	2,448	2,754	3,060	2,497	2,809	3,121	2,547	2,865	3,184
D	TECHNOLOGY LEADER-AMS	459	510	561	468	520	572	478	531	584
B	YEARBOOK-AMS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
	<b>TBS</b>									
B	MATH TEAM-TBS	612	816	1,020	624	832	1,040	637	849	1,061
B	MUSICA DULCE-TBS	1,530	1,632	1,734	1,561	1,665	1,769	1,592	1,698	1,804
D	TECHNOLOGY LEADER-TBS	459	510	561	468	520	572	478	531	584
B	WTBS RADIO SHOW-TBS	1,020	1,122	1,224	1,040	1,144	1,248	1,061	1,167	1,273
B	STUDENT COUNCIL-TBS	1,530	1,632	1,734	1,561	1,665	1,769	1,592	1,698	1,804
	<b>RBS</b>									
B	STUDENT COUNCIL-RBS	1,530	1,632	1,734	1,561	1,665	1,769	1,592	1,698	1,804
D	TECHNOLOGY LEADER-RBS	459	510	561	468	520	572	478	531	584
	<b>PGS</b>									
B	STUDENT COUNCIL-PGS	1,530	1,632	1,734	1,561	1,665	1,769	1,592	1,698	1,804
D	TECHNOLOGY LEADER-PGS	459	510	561	468	520	572	478	531	584
	<b>DISTRICTWIDE</b>									
A	TEAM MASTER MENTOR	3,060	4,080	5,100	3,121	4,162	5,202	3,184	4,245	5,306
A	TECHNOLOGY LEADER	4,080	5,100	6,120	4,162	5,202	6,242	4,245	5,306	6,367

APPENDIX B - 3

1. Professional Related Work

Compensation for all summer employment (work performed between the official school closing in June and the official opening of the new school year for teachers) excluding summer school, and work performed for Saturday School, will be paid at the following rate:

2013-14 \$35.15/hour    2014-15 \$35.85/hour    2015-16 \$36.57/hour

2. Homebound Instruction

Homebound instruction will be paid at the following rate:

2013-14 \$38.37/hour    2014-15 \$39.14/hour    2015-16 \$39.92/hour

3. Teacher Travel

Teachers who are assigned to more than one school and who must, as part of the school day, travel from school to school, shall be paid mileage at the current IRS rate per mile for the life of the contract, on a schedule of distances as compiled by the Director of Finance.

4. Chaperone Pay

Chaperone duties will be compensated at the following rate per event:

2013-14 \$103.88    2014-15 \$105.95    2015-16 \$108.07

5. Coordinating Teachers

The stipend for coordinating teachers shall be at the following rates:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
K-8 Coordinating Teacher	\$3,060	\$3,121	\$3,183
9-12 Coordinating Teacher	\$4,080	\$4,162	\$4,245
7-12 Coordinating Teacher	\$4,080	\$4,162	\$4,245
K-12 English LA Specialist	\$2,040	\$2,040	\$2,040

- a. A teacher appointed to a particular coordinating teacher position shall begin at level 1 and move up one level, to the maximum of level 3, each subsequent year he/she is appointed to the same coordinating teacher position.

- b. A teacher appointed to a particular coordinating teacher position following a break in service from the same coordinating teacher position shall move up one level, to the maximum of Level 3, from the level maintained by the teacher during his/her last full-year of service in the same coordinating teaching position.
  - c. Once a teacher has reached level 3 within a particular coordinating teacher position (level 3 status), he/she maintains that status even if there is a break in his/her service from that particular coordinating teacher position, provided he/she returns to the same coordinating teacher position.
  - d. A teacher – regardless of level status – who assumes an entirely different coordinating teacher position – shall begin the new coordinating teacher position at level 1.
6. Avon teachers participating in the State of Connecticut TEAM Program as mentors shall be paid annually per mentee for each year of the agreement an honorarium as follows: 2013-2014 \$1,200, 2014-2015 \$1,250, 2015-2016 \$1,300.
  7. Teachers required to participate in Student Assistance Team meeting and Planning and Placement Team meetings beyond the regular work day will be compensated at the rate identified in Appendix B(1).
  8. School guidance counselors will be required to work four additional days beyond the teacher work year at their per diem rate.

## APPENDIX C

### 1. Effective Date

The effective date of all new or changed insurance plans will be determined by the insurance carrier unless otherwise specified or subsequently agreed to by both the Board and the Association in writing.

### 2. Changes in Carriers

The Board of Education reserves the right to change the insurance carrier(s) or self-insurance administrators as long as benefits are at least equivalent to those currently in effect. If the Board chooses to change the insurance carrier, the Association will be provided relevant information about the carrier and plan ninety (90) days prior to the implementation of the new carrier.

### 3. Waiting Period

The effective date of insurance for new employees as noted in paragraphs 7-8 will be the earliest date the insurance carrier will allow; however, the Board of Education will make an effort to provide, through its regular carriers, insurance that is effective on the first day of employment. The Board is not required to make changes in the existing life insurance coverage more often than once a year.

### 4. Content of Insurance Plans

Details of all insurance plans are available in the school business office and may be examined there during regular office hours. In addition, details of all insurance plans will be made available to all employees through distribution of copies in all schools at least every three years or more frequently in the event of a change in carriers or coverage. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them.

### 5. Teacher Notification

The present teaching staff must notify the Board of Education business office, in writing, of all changes that would affect their membership status. Teachers new to the system will make election of their insurance plans at the time of initial employment.

### 6. Part-time Teachers

Teachers working part-time are eligible for health insurance, and dental insurance coverages as noted in paragraphs 7-8 with the Board paying a prorated cost of full-time teachers based upon the salary proration, formula contained in Article XVI, D7, carrier permitting.

### 7. Disability and Life Insurance

#### (a) Long-Term Disability:

A long-term disability plan for teachers will be provided at Board expense. The benefit will be 60% of salary to age 65 for those who have been disabled for 180 days or more.

(b) Life Insurance:

A forty-thousand dollar (\$40,000) term life insurance plan is provided each teacher. Optional life insurance at teacher's cost is available up to \$50,000, subject to the qualifications as established by the carrier.

8. Hospitalization, Surgical Health Insurance and Dental Plan

See Exhibit II

9. Cost Containment

The Board may elect to implement cost containment procedures (including but not limited to pre-admission review, admission and continued stay review, second surgical opinions and hospital bill audits) provided that the cost to the employees and their dependents who follow such procedures is not greater than it would be if no procedure had been implemented.

10. Civil Union Partner Eligibility and Benefit Coverage

The Avon Board of Education will provide Civil Union Partner Coverage for Health Insurance Benefits and other related areas.

The Avon Board of Education will include in the Health Benefits Article eligibility section provision for Civil Union partners as defined by state law. Should the civil union statute be repealed, the prior domestic partner benefit shall be restored.

In addition, Civil Union partner eligibility be included in all other areas of benefits. Life Insurance, Leaves of Absence, and/or any other benefit(s) which are offered to spouses of and employees of the Board.

11. The prescription drug rider shall include oral contraceptive coverage.

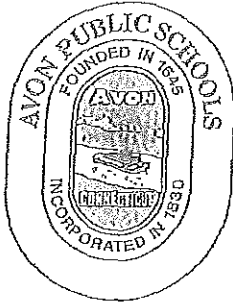
## APPENDIX D

### Unused Sick Days

1. Any teacher who, at the end of a school year, has accumulated 186 sick days and, who, during that school year, has maintained perfect attendance, will receive a bonus of \$200. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.
2. Any teacher who has had perfect attendance in the current school year and who has not accumulated the maximum days allowable, shall receive a payment of \$100. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.



3. Any teacher who, in the current school year, had only one day of absence, shall receive a payment of \$50. Absence for reason of death in immediate family, absence for religious holidays, and court appearances due to being subpoenaed as a third party witness will not be considered absences for purposes of this section. The Superintendent reserves the right to request appropriate documentation relative to these exceptions.



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF THE AVON PUBLIC SCHOOLS  
AND  
THE AVON EDUCATION ASSOCIATION

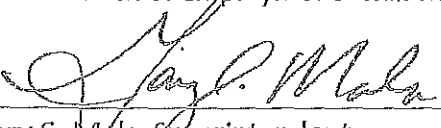
The Board of Education of the Avon Public Schools (the "Board") and the Avon Education Association (the "Association") hereby enter into the following Memorandum of Agreement regarding "interim" teachers as established and approved by the Avon Board of Education. The salary and benefits of interim teachers shall be in accordance with the Collective Bargaining Agreement of the parties, including the Superintendent having sole discretion over the salary placement of the interim teachers.

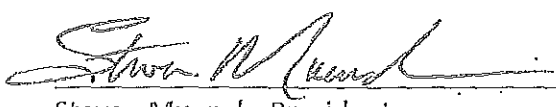
It is agreed that the following be incorporated into the collective bargaining agreement and be added to Article I, Recognition.

An interim teacher is a temporary employee who

- (A) is certified for his/her teaching assignment;
- (B) serves a minimum of forty (40) consecutive workdays in a position known on or before the first day of any school year in which employed because a regularly-employed teacher is on leave or is in a temporary assignment;
- (C) is newly employed each school year;
- (D) is not eligible for tuition reimbursement;
- (E) has no expectation or right to further employment or to special consideration for further employment.

Interim teachers shall be informed in writing before commencing employment that their term of employment shall not exceed the school year.

  
\_\_\_\_\_  
Gary S. Mala, Superintendent  
For the Avon Board of Education

  
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Steven Muench, President  
For the Avon Education Association

10-05-12  
Date

10/5/12  
Date

## Memorandum of Understanding

May 16, 2013

WHEREAS, the Avon Board of Education (the "Board") and the Avon Education Association (the "Association") are parties to a collective bargaining agreement for the period July 1, 2008 through June 30, 2013 ("2008 Agreement"), and

WHEREAS the Board and the Association are also parties to a collective bargaining agreement that will become effective on July 1, 2013 and continue in effect until June 30, 2016 (the "2013 Agreement"), and;

WHEREAS, Appendix C of the 2008 Agreement states that the prescription benefits shall have a "\$2,000 annual maximum per individual," ("Drug Cap") and;

WHEREAS, Appendix C of the 2013 Agreement also states that prescription benefits shall have a "\$2,000 annual maximum per individual," and;

WHEREAS, the Board changed its health care carrier (aka administrator) effective April 1, 2009; and

WHEREAS, the Association filed a series of grievances as a result of the change in carrier claiming that the Board had failed to provide sufficient information to the AEA to enable them to determine whether the plan was "equivalent," as was required by the collective bargaining agreement for a change of carrier to occur. ("2009 Grievances")

WHEREAS, the Association provided a list of items that they felt were not at least "equivalent" as part of the grievance process and they demanded that these issues be resolved. The prescription maximum was not in the list of items that the AEA sought to have addressed by the grievance in 2009, and

WHEREAS, as part of the resolution of the 2009 Grievances the Association claims Cigna acknowledged it was unable to administer the Drug Cap in a manner consistent with Anthem's implementation of the Drug Cap; and

WHEREAS, the Association claims that the parties agreed to remove the Drug Cap from the 2008 Contract as part of the resolution of the 2009 Grievances as documented in the Memorandum of Understanding between the parties dated February 2, 2010 ("2010 MOU"); and

WHEREAS, the Association claims that it accepted the settlement of the 2009 Grievances pursuant to the 2010 MOU after it balanced this improvement in prescription benefits (dropping the Drug Cap) against some other elements of the Cigna plan that were

less favorable to the Association in order to view the Cigna plan as "equivalent" to the Anthem plan when considered in totality or as a whole, and;

WHEREAS, the Association claims Cigna can not now, and has never been able to, administer the Drug Cap in a manner consistent with Anthem's implementation of the Drug Cap; and

WHEREAS, the 2010 MOU does not specifically state that the Drug Cap was removed from the 2008 Agreement, and;

NOW THEREFORE, in order to resolve the dispute between the parties, the Board and the Union hereby agree as follows:

1. The Board agrees to delete the "\$2,000 annual maximum per individual" from Appendix C of both the 2008 Agreement and the 2013 Agreement.
2. The Association and the Board also agree to modify the change of carrier language in Appendix C of both the 2008 Agreement and the 2013 Agreement as follows:

*"Changes in Carriers/Administrators*

*The Board of Education reserves the right to change the insurance carrier(s) or self-insurance administrators as long as benefits are at least equivalent to those currently in effect, when considered as a whole. If the Board chooses to change the insurance carrier/administrator, the Association will be provided relevant information about the carrier/administrator and plan ninety (90) days prior to the implementation of the new carrier/administrator."*

3. The parties also agree to make the following clerical corrections to Appendix C, Section 8 of the 2013 Agreement:

*"Eligible teachers and dependents may enroll in the health insurance plan. The Board will pay:*

<del>2013-14</del>	<del>2012-13</del>	81.5%
<del>2014-15</del>	<del>2013-14</del>	81%
<del>2015-16</del>	<del>2014-15</del>	80%

*\$250 per hospital admission*

*\$50 per emergency room visit*

*\$100 per visit outpatient surgery facility*

*\$25 per visit home and office preventative health care with unlimited maximum*

*Anthem-Public Sector Formulary with \$5.00 generic, \$25.00 preferred brand,*

*\$45.00 non preferred brand co-pays and 2x retail co-pays for mail order*

*~~\$2000-annual maximum per individual.~~*

Cost-sharing provisions for services outside the participating provider network are \$200 individual deductible with 20% coinsurance after deductible up to the covered expense maximum of \$4,000 per individual, \$8,000 per family, except for outpatient nervous/mental care at 50% up to \$2,000 per calendar year. The cost share maximum will be \$1,000 per individual and \$2,000 per family with unlimited maximum lifetime maximum per member.

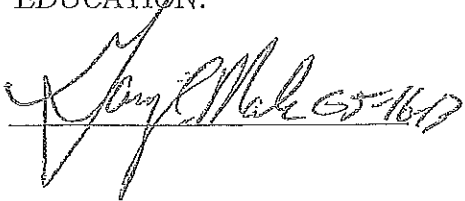
*(b) MetLife Dental Plan*

*A MetLife Dental Plan is provided for teachers and eligible dependents. ~~Effective July 1, 2008, The annual maximum shall be \$1,500 increase by \$500.~~*

*\$2,000 per calendar year maximum for nervous/mental care shall also be deleted*

4. The parties acknowledge and understand that the agreement to alter the 2008 Agreement and the 2013 Agreement set forth herein is made in full and final settlement of the matters discussed herein. The Association agrees that it has no claims currently pending concerning the insurance language in either the 2008 Agreement or the 2013 Agreement or the prescription or nervous/mental health maximums under either Agreement. The Association further agrees that it will not file any claim or action of any kind, in any forum concerning the matters discussed herein.

AVON BOARD OF  
EDUCATION:



AVON EDUCATION  
ASSOCIATION:

