

AGREEMENT

BETWEEN THE

CHESHIRE BOARD OF EDUCATION

AND THE

EDUCATION ASSOCIATION OF CHESHIRE

COVERING THE PERIOD

JULY 1, 2013

TO

JUNE 30, 2017

AGREEMENT BETWEEN
 CHESHIRE BOARD OF EDUCATION
 AND
 EDUCATION ASSOCIATION OF CHESHIRE

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**ARTICLE I
GENERAL**

- 1.0 This Agreement is negotiated under Connecticut General Statutes 10-153(d), in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships in order that the cause of public education may best be served in Cheshire.
- 1.1 To these ends, the Cheshire Board of Education ("Board") and the Education Association of Cheshire ("Association") recognize the importance of orderly, just and expeditious resolution of the issues which may arise as a result of the provisions of this Agreement or interpretations thereof and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.
- 1.2 The Board and the Association also recognize the importance of stimulating responsible comment by the professional staff and accordingly agree that appropriate channels, (including Liaison Committee) will be utilized to inform and guide the Board in exercising its responsibilities.

**ARTICLE II
RECOGNITION**

- 2.0 The Board recognizes the Association for the purposes of professional negotiation as the exclusive representative of all employees of the Cheshire School System in the teachers unit as defined in section 10-153b of the Connecticut General Statutes.

All certified professional personnel and persons employed under a Durational Shortage Area Permit (DSAP) except those in positions requiring an administrative or supervisory certificate. (See section 10-153 (b) of the Connecticut General Statutes).

**ARTICLE III
RIGHTS OF THE BOARD OF EDUCATION**

- 3.0 Unless expressly limited by a specified section of this Agreement, the rights, powers and authority held by the Board under any Town of Cheshire Charter, general or special act of legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Cheshire School System, including but not limited to full control over policies, practices, procedures and regulations with respect to employees of the Board at all its schools, shall remain vested solely and exclusively in the Board.

**ARTICLE IV
NO DISCRIMINATION**

- 4.0 There shall be no unlawful discrimination or coercion of any kind against any teacher on account of marital status, age, sex, race, creed, color, religious belief, sexual orientation or Association activity, either by the Board or by the Association.

**ARTICLE V
GRIEVANCE PROCEDURE**

- 5.0 a. A "grievance" shall mean a complaint or a dispute involving any teacher(s) or the Association, concerning the direct or indirect interpretation of a specific section of this Agreement. The purpose of the grievance procedure is to secure and obtain at the lowest possible administrative level, equitable solution to problems, which may arise under the terms of the Agreement.
- b. As used in this Article, the term "aggrieved member(s)" shall mean:
1. Any member of the teachers' bargaining unit as defined under Article II.
 2. A group of teachers having the same grievance. Anyone who is or has been a part of a group grievance may not file as an individual on the same matter.
 3. The Association may file a grievance on its own behalf that may involve multiple teachers and/or on conditions it deems inconsistent with the terms of the Agreement.
- c. School Days shall mean days when school is in session, provided that during the summer months when school is not in session, days shall mean calendar days, other than Saturday, Sunday or holidays.

5.1 Time Limits

- a. An aggrieved member of the unit must file a written grievance through the Chairperson of the Professional Rights and Responsibilities Committee ("P.R.&R. Committee") and forward the grievance, within fifteen (15) school days after the member of the unit knew or should have known of the act or condition on which the grievance is based. The grievance shall be deemed waived if not filed within the fifteen (15) day period.
- b. Failure by the aggrieved member, through the Association, at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision.

5.2 Informal Procedures

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- b. If the grievance is of such a nature that the Level One Step is inappropriate in the opinion of the President and/or the Chairperson of the P. R. & R. Committee of the Association, the grievance shall be submitted directly to Level Two.

5.3 Level One - Principal or Immediate Supervisor

- a. The aggrieved member shall first discuss the grievance with his/her principal, either directly or through the Association P. R. & R. Chairperson. The objective of the meeting is to resolve the matter at its lowest level. The building administrator must render a decision within ten (10) school days following receipt of the grievance. (Appendix E2)

5.4 Level Two - Superintendent of Schools

- a. In the event that such aggrieved member is not satisfied with the disposition of his/her grievance at Level One, he/she may authorize the P. R. & R. Chairperson to refer the written grievance (Appendix E3) to the Superintendent or his/her designee. The grievance shall be filed within five (5) school days after the decision at Level One has been received by the P. R. & R. Chairperson or fifteen (15) school days after the grievance was presented, whichever is sooner. The grievance shall be in writing (Appendix E1) and shall specify the section(s) of the contract allegedly violated, and the Level One written response (Appendix E2). The P. R. & R. Chairperson shall recommend in writing the proposed disposition of this grievance. The P. R. & R. Chairperson shall receive duplicate copies of all communications at all levels of the grievance procedure.
- b. The Superintendent and/or his/her designee shall represent the administration at this level of the grievance procedure. In the event that the P. R. & R. Chairperson invokes Section 5.2b of this Article, within fifteen (15) school days after receipt of the written grievance, the Superintendent and/or his/her designee shall meet with the aggrieved member and the Chairperson of the P. R. & R. Committee and/or the designee. In all other instances, within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved member of the unit and the Chairperson of the P. R. & R. Committee and/or the designee. The Superintendent shall issue his/her written decision within ten (10) school days following the grievance meeting.

5.5 Level Three - Board of Education

- a. In the event that the Chairperson of the P. R. & R. Committee and his/her Committee are not satisfied with the grievance decision rendered at Level Two, the claim shall be forwarded (Appendix E4) to the Board. The aggrieved member shall be offered the opportunity to appeal to the Committee during its deliberations as to the merits of the claim. The claim shall be forwarded, either within five (5) school days after receipt of the Superintendent's decision or fifteen (15) school days after the Level Two grievance hearing, whichever is sooner.
- b. Within ten (10) school days after receiving the written grievance, the Board or a sub-committee of the Board shall schedule a meeting through the Chairperson of

the P. R. & R. Committee or his/her designee. The decision of the Board or its sub-committee shall be rendered within twenty (20) days after receiving the written grievance.

5.6 Level Four -Impartial Arbitration

In the event that the Chairperson of the P. R. & R. Committee and his/her Committee are not satisfied with the grievance decision rendered at Level Three, the claim shall be forwarded to arbitration. The Committee shall consult with any advisor(s) they deem to be a party at interest and convey to the Grievant its decision within ten (10) days following receipt of the Level Three decision (Appendix E4). The decision of the Committee shall be based upon the merits of the contractual claim. The Demand for Arbitration shall be filed no later than fifteen (15) days following receipt of the decision by the Board. The Arbitrator shall be selected from a list submitted by the American Arbitration Association. The arbitration hearing shall be conducted in accordance with the AAA Voluntary Labor Arbitration Rules. The Association P. R. & R. Committee may designate the party at interest to present the evidence supporting the grievance claim. The hearing shall afford the Parties full opportunity to present witnesses and evidence to support their respective positions on the grievance matter.

The arbitrator designated shall hear and decide only one (1) grievance at a time. His/Her award shall be final and binding as provided by this Agreement. He/She shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of arbitration shall be borne equally by both parties.

5.7 The time limits specified herein may be extended by mutual agreement.

5.8 In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

5.9 No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant therein.

**ARTICLE VI
NON-TEACHING DUTIES**

6.0 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end.

6.1 The Board and the Association recognize that teacher aides and part-time clerical and part-time non-teaching employees are useful and necessary in order to implement this principle.

- 6.2 No teacher shall be required to perform lunchroom duties; however, if a teacher volunteers, he/she shall be paid five dollars (\$5.00) per hour for such duty.
- 6.3 The classroom teachers are expected to establish liaison with the specialists in art, music and physical education to insure follow through on the activities developed.

**ARTICLE VII
TEACHING ASSIGNMENTS AND TRANSFERS**

- 7.0 The assignment and transfer of teachers within the school system is the responsibility of the Superintendent of Schools. Assignment shall be made only after consideration by the Superintendent of the reasonable request of any teacher. Voluntary Transfers - A request for change to a vacant teaching assignment shall be honored when the Superintendent judges it to be in the best interest of the school system. Teachers who desire to transfer to another building shall file a written statement with the building principal, the Assistant Superintendent and/or the Superintendent not later than May 1st. Such statement shall include the grade and/or subject to which the teacher desires to be transferred. Should two or more teachers desire the same vacant position, the teacher with the greater years of service shall have a priority over all others when the more senior teacher has had experience in the desired area and the Superintendent deems it in the best interest of the school system to effectuate the transfer.
- 7.1 Teachers shall be notified in writing of their proposed programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, by June 1 of the current school year.
- 7.2 Changes in grade assignment in the elementary schools and in subject assignments in the secondary schools are some times necessary and even beneficial. To the extent possible, such changes in grade and subject assignment shall be with the assent of the teacher- (especially changes affecting probationary teachers) but the Superintendent reserves the right to make such changes.
- 7.3 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school in any one school day shall receive the IRS rate per mile for all inter-school travel. Cases of transportation other than inter-school travel shall be reviewed on an individual basis.
- 7.4 In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching endorsements and/or their major or minor fields of study if such assignment would limit the assigned teacher's benefits under the Teacher Retirement Board.

7.5 An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the organizational and educational reasons for the his/her transfer.

7.6 An up-to-date listing of all open positions and vacancies shall be published monthly and posted in each school and in the central office.

7.7 *Reduction In Force within the Professional Staff*

It is recognized that the Board has the sole authority to reduce the educational program and determine the number of teachers who shall be employed. This Article deals with the method by which staff reductions and recalls will be implemented.

Teachers holding Durational Shortage Area Permits (DSAP) shall not be subject to this provision.

When it becomes necessary to reduce the number of teachers in the bargaining unit, the Board, upon the recommendation of the Superintendent, shall determine and identify the areas, positions, programs or curriculum in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released the following criteria shall apply:

1. Retirements, resignations, non-renewals and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number by attrition to avoid release of teachers.
2. Should further reductions be necessary the principle of seniority within the areas of endorsement shall govern the process for non-tenured and tenured certified staff.
3. The date of seniority, for the purposes of this section, shall be the date and time which is date stamped on a teacher's initial contract upon receipt at the Office of the Superintendent. If an initial contract has not been date stamped, the date the teacher signed the initial contract shall be the teacher's seniority date.
4. A teacher who has been released, due to a reduction in force, shall be notified in writing, by certified mail, when a vacancy occurs for which the teacher holds endorsement. Such notified teacher shall respond to the certified mail vacancy notice within ten (10) days of the date of such notice. The recall to vacant positions shall be in the inverse order of lay-off or reduction in force. The recall rights described under this provision shall extend for a period of eighteen (18) months after release due to a reduction in force.

**ARTICLE VIII
THE SCHOOL YEAR**

- 8.0 The School Year - Members of the Bargaining Unit shall be compensated in accordance with the salary schedule. Such compensation shall be considered to include up to 186 days. If the work year is increased beyond 186 days (other than for new personnel and others who may be required to attend preschool orientation sessions), the Board shall compensate members of the Bargaining Unit at the per diem rate of $1/200 \times$ the teacher's annual salary for each day the school year is increased. Before determining how to use additional days up to and including 186 days, the Board shall consider the recommendation of the Professional Development Committee, providing such recommendation is made in a timely fashion. A recommendation made by March 1st will be considered timely.
- 8.1 The length of the teacher's workday, which includes instructional and non-instructional duties, shall be seven hours and twenty minutes for the duration of this Agreement. Included in the work day, delineated below by level of instruction, shall be:
- A. High School: Grades 9-12
1. Each teacher shall be assigned no more than six (6) academic credits, as documented in the 1999-2000 Cheshire High School Program of Studies, per school year.
 2. Department Chairpersons shall be assigned at least two (2) fewer academic credits, as defined in the Cheshire High School 1999-2000 Program of Studies, per school year than are teachers assigned in subsection (1) above.
 3. A teacher may volunteer to teach an additional academic credit in a school year, following negotiations with the Association and the Board concerning the appropriate compensation for the additional academic credit or portion thereof.
 4. No more than one duty period per day which is equal in length to that of an academic credit course.
 5. Each teacher shall have a daily preparation period equal in length of an academic credit period, in which teacher directed activities shall occur.
 6. Each teacher shall have a duty free lunch period per day equal in length to no less than twenty-five consecutive minutes.
 7. Before and After School time which shall total no more than one hour per day and does not require direct student instruction, but may include voluntary tutorial sessions.
 8. Student Exam Days: (Eight (8) regularly scheduled formal testing periods for mid terms and final exams): At the conclusion of the final daily student examination, teachers shall be administratively assigned duties. These duties shall be limited to proctoring make-up exams, correcting student examinations and/or any other duties associated with the student assessment cycle for the remainder of the teacher's regular workday.
- B. Middle School - Grades 7-8
1. Each teacher shall have a teaching assignment of no more than six credits per school year.

2. Each teacher shall have a duty free lunch period of no less than twenty-five consecutive minutes.
3. Preparation periods for basic subject teachers shall be used for both team and individual planning. Fifty percent of the assigned preparation time may be used for individual planning and the remaining fifty percent used for team directed planning.
4. Unified Arts teachers shall be assigned preparation and planning time that will allow them to be assigned an average of one (1) duty in a four day cycle. The remaining planning/preparation time shall be used as individual planning/preparation time.
5. Before and After School time which shall total no more than one hour per day and does not require direct student instruction, but may include voluntary tutorial sessions.

C. Elementary Schools - Pre-Kindergarten-Grade 6

1. Each teacher shall have a daily duty free lunch period equal in length to no less than twenty-five consecutive minutes.
 2. Weekly preparation periods shall, at a minimum, average at least two hundred and seventy (270) minutes per teacher. Preparation periods shall be in consecutive blocks of time, in four of five days, no less than thirty (30) minutes per day. Preparation periods are defined as those periods of time when the activities undertaken are teacher directed and during the student day. Administrative meetings may be held during preparation periods by mutual agreement.
 3. Before and After School time, which shall total no more than one hour per day, which does not require direct student instruction.
- 8.2 If the teachers' load, which means the number of academic credits taught per day or per week, is increased beyond what was in effect as of September 1, 1998, the Board shall compensate members of the bargaining unit who are affected by this increase at a rate of compensation mutually agreed to by the Association and the Board or if they cannot agree by use of the arbitration provisions set forth in this Agreement. The teacher load at the High School will not be increased beyond six (6) credits during the term of this Agreement.
- 8.3 One day per week, teachers shall work an additional thirty (30) minutes beyond the teacher work day which time shall be used for meeting and collaboration time. This period may be combined with before or after school time.

**ARTICLE IX
TEACHER FACILITIES**

- 9.0 The Board and the Association agree that it is desirable that each school building have the following facilities:
- a. Adequate, well-lighted, comfortable rooms in which instruction may be given without undue interruption or inconvenience; together with adequate storage space.

- b. Teacher work areas containing adequate equipment and supplies to aid in the preparation of instructional materials.
- c. An appropriately furnished room to be used as a teachers' lounge which shall include a telephone. Such room shall not be used for instructional purposes, nor for storage, nor for any use which would diminish its usefulness as a faculty lounge. The Association will be responsible for the toll calls.
- d. Well-lighted and clean teacher rest-rooms, with separate facilities for men and women.
- e. Adequate off-street parking for all teachers.

**ARTICLE X
INSURANCE BENEFITS**

10.0 All teachers covered by this Agreement shall be eligible to participate in one of the following benefit plans (A), (C) or (E):

A. Anthem Blue Cross/Blue Shield of CT. Century Preferred Plan (PPO)

- 1. Office Services within network provider covered in full after a \$25.00 co-payment; \$250 hospitalization in-patient; \$150 out-patient; emergency room \$100; urgent care \$50. Out of Network Deductibles: \$300 single; \$600 two-person; \$900 family; 80% co-insurance; maximum out-of-pocket cost \$1,000 single; \$2,000 two-person; \$2,500 family.

B. Pharmacy Benefits – Provided by Catamaran (formerly InformedRx)

- 1. Prescription drugs provided with an unlimited annual maximum as follows:
 - three (3) tier prescription drug program
 - retail co-pays as follows: \$5 generic; \$25 brand-preferred, \$40 brand-non-preferred
 - mail order at 2 X retail co-pay for minimum 90 day supply
 - up to 34 days or 100 doses (whichever is less) at retail per fill
 - experimental drugs for cancer (undergoing Phase II Clinical trials) other drugs require FDA approval
 - prior approval on drugs
 - concurrent review of manufacturer dosage limits, drug interaction and manufacturers approval program
 - coverage to current coverage and exclusion list
 - mandatory generic substitution with physician override.

2. All employees electing this plan will be provided with a detailed outline of coverages, benefits and services upon enrolling in the plan.
- 3 The above mentioned medical programs will cover eligible dependent children to age 26 in accordance with applicable law. Coverage for eligible dependent children will end on the last day of the month in which the dependent child turns age 26.
- 4 All teachers covered by this Agreement may elect either individual coverage, 2 person or full family coverage as it relates to health insurance and the Board shall contribute towards the cost of said insurance an amount not to exceed the Board's allocated premium cost (allocated cost less employee cost share contribution) to the Board of the HSA Plan described below. Employees shall pay the difference of the cost for said plan.

(Please reference the parties' Memorandum of Understanding of 12/13/2012, set forth below, for clarification on how the Board's cost of the HSA insurance plan will be calculated.)
- 5 The Board shall allow teachers to pay medical and dental benefit contributions with pre-tax dollars to the extent permitted by Section 125 of the Internal Revenue Service.

C. Anthem Blue Cross/Blue Shield-BlueCare Plan (HMO)

- 1 The Board will also offer alternative coverage through a qualified Health Maintenance Organization in lieu of the insurance benefits provided in this article. The office co-payment shall be \$15.00. Should a sufficient number of employees enroll in a Health Maintenance Organization thereby requiring the Board to offer this option in lieu of existing insurance benefits, the Board will contribute on behalf of each employee for participation in the Health Maintenance Organization, an amount not to exceed the allocated premium the Board would have paid for such employee under the HSA group insurance plans. Details such as enrollment periods, forms, etc. shall be handled administratively.

(Please reference the parties' Memorandum of Understanding of 12/13/2012, set forth below, for clarification on how the Board's cost of the HSA insurance plan will be calculated.)
- 2 The above mentioned medical program will cover eligible dependent children to age 26 subject to applicable law. Coverage for eligible dependent children will end on the policy's renewal date of July 1st following the dependent child's turning age 26.

D. All teachers will be subject to the managed care requirements, and appeal process found in the master trust agreement with the provider and the Board as of July 1, 2005 and shall be in force for the duration of this agreement.

E. Anthem Blue Cross/Blue Shield – Health Savings Account (HSA)

The Board will also offer alternative coverage through a Health Savings Account, which shall be in lieu of the health insurance plans offered in A. and C. above, which plan shall have the following deductibles and co-insurance:

Annual deductibles:

- \$2,000 individual; \$4,000 for two-person or family coverage.
- 0% in-network co-insurance;
- 20% co-insurance for out-of network;
- Out-of-pocket maximums: \$2,000 individual; \$4,000 two-person or family;
- Prescriptions are included in the above deductibles.

The Board will contribute into an account each year for each employee selecting the HSA plan \$1,000 for single coverage and \$2,000 for two-person or family coverage. In the first year in which the employee enrolls in the HSA plan, the Board will fund the full amount of the annual contribution in the second payroll in January. Beginning the following year, 50% of the Board's contribution will be funded in the second payroll in January and the remaining 50% will be funded in the first payroll in September.

Employees selecting the HSA shall contribute towards the cost of insurance as follows:

- 2013-14 6.0% (HSA Plan Yr beginning 1/1/2014)
- 2014-15 7.0% (HSA Plan Yr beginning 1/1/2015)
- 2015-16 8.0% (HSA Plan Year beginning 1/1/2016)
- 2016-17 9.0% (HSA Plan Year beginning 1/1/2017)

F. Anthem Blue BlueCross/Blue Shield – Full Dental with Rider A

All teachers covered by this Agreement shall be eligible for coverage under the Anthem Blue Cross full Dental Plan, including Rider A. The Board will pay the full cost of employee dental coverage. Employees may cover dependent or family by paying 50% (fifty percent) of the appropriate dependent cost.

The above mentioned dental program will cover eligible dependent children to age 19 in accordance with applicable law. Coverage for eligible dependent children will end on the last day of the month in which the dependent child turns age 19.

- 10.1 Notwithstanding 10.0 above, teachers may elect to waive (Appendix F) all Anthem Blue Cross Blue Shield Coverage and in lieu thereof, to receive \$1,200. Payment to those employees waiving coverage will be made on a pro-rated basis.

Where there is a change in a teacher's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board, be revoked. Upon receipt of revocation of the waiver, coverage by Anthem Blue Cross and Blue Shield shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the teacher and the Board so as to insure that the pro-rated basis in Section (a) above was accurate.

- 10.2 All teachers covered by this Agreement shall receive a \$50,000 group life insurance policy with accidental death and dismemberment coverage in like amount.
- 10.3 The Board and the Association agree to work together to seek ways to reduce the cost of fringe benefits without affecting the quality or scope of coverage.

The Board reserves the right to change insurance carriers for any of the coverages stated above, provided that the new coverage and administration is substantially equivalent to the previous plan. Thirty (30) days prior to any changes the Association shall be notified and provided with the changes for its review prior to implementation.

Any new plan shall be implemented by mutual agreement (subject to a vote of the Board and the Association membership) as soon as practicable.

- 10.4 The Board shall also make available on an option basis, a Section 125(b) spending account for qualified medical expenses and dependent care assistance.

ARTICLE XI SICK LEAVE AND ABSENCE

- 11.0 Each teacher is entitled to fifteen days leave for personal illness each school year. Unused days will be accumulated; provided, effective for employees hired on or after July 1, 2009, the accumulation shall be capped at 200 days. In case of absence because of personal illness, quarantine, or injury other than that arising out of and incurred in the course of employment; a substitute shall be provided and no salary deduction will be made for a period not to exceed the teacher's accumulated sick leave.
- 11.1 If the illness, quarantine, or injury other than that arising out of and incurred in the course of employment requires a period of absence longer than that covered by accumulated sick leave, a deduction shall be made equal to the substitute's salary for a period of no longer

than 45 school days. Beyond the 45 day period a deduction shall be made each day equal to 1/200 of the teacher's annual salary for the remainder of the school year. The Board may grant an extension either of sick leave or of the 45 day period, dependent on the nature of the illness, the circumstances involved, and the service record of the teacher concerned. A physician's statement may be required for any illness.

- 11.2 In case of absence because of any injury arising out of and incurred in the course of employment, a substitute shall be provided. Per diem payment will be based on compensation received under the Workers' Compensation Act, with the remaining being deducted from that portion of daily sick leave that would equal the full per diem rate up to a maximum of one hundred and eighty six (186) work days.
- 11.3 One day per year will be allowed for personal reasons for which no other arrangements can be made, conditions of work permitting. These days may accumulate to a total of three (3), not to be taken consecutively unless specifically approved by the Superintendent. Under no circumstances will a teacher be asked his/her reason for taking a personal day. If an additional personal day is needed, the pay of the substitute will be deducted from the teacher's salary; such an additional personal day must be specifically approved by the Superintendent. Normally, no personal day will be approved if it falls on the day before or after a holiday or a vacation period unless specifically approved by the Superintendent. Personal days are not deductible from sick leave.

11.4 *Absences Charged Against Sick Leave*

Allowance will be made for approved absences to be charged against sick leave:

- a. Death of either an immediate member of the family or any relative residing with the teacher, or for attendance at the funeral of any person with whom the teacher has had a personal relationship that in the teacher's reasonable judgment attendance is required.
- b. Hospitalization and/or critical illness either of an immediate member of the family or any relative residing with the teacher.
- c. Wedding of an immediate member of the family or other relative residing with the teacher.
- d. Attendance in court or other legal demands outside the employee's control not to exceed 5 (five) days per year but in no event should such absence result in the loss of pay to the teacher during the school year. Under no circumstances shall the appearance for school-related incidents be charged against sick leave.
- e. A teacher may take up to two days of paid bereavement leave (which will not be charged to sick time) in the event of the death of an immediate family member, or a relative residing with the teacher. Additional time may be approved by the Superintendent and charged to sick time in accordance with 11.4.a.

- 11.5 For absence other than covered in 11.3 and 11.4, the pay of the substitute shall be deducted from the teacher's pay. Leave will not be approved for the day before or after a vacation period.
- 11.6 Visiting days for professional improvement may be allowed to a teacher who makes a request to the Superintendent through his/her principal. The request must be made in writing, stating the purpose of the visit and the place to be visited. The substitute will be paid by the Board for such approved days. Visiting days shall not result in a loss of pay.
- 11.7 Request for any absence other than one necessitated by an emergency and/or illness must be made in writing not less than one week in advance, to the teacher's immediate supervisor or principal, stating clearly the reason (except for 11.3 above) and/or the need for such absence.
- 11.8 For the purposes of 11.4 and 11.5, an immediate member of the family is defined as: legal spouse, son, daughter, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or persons acting in loco parentis.
- 11.9 No charge will be made against a teacher's sick time allowance due to the observance of recognized holy days of the teacher's faith, for up to 2 (two) days per school year.
- 11.10 An employee required to report for jury duty shall receive his regular salary from the Board, for the period of time he serves as a juror. Upon completion of jury duty, the employee shall turn in to the Board all monies (excluding travel allowance) received from the court, for the period of time he/she served as a juror. Such time shall not be deducted from sick leave or from personal days.
- 11.12 The Association, and the Board agree to provide to teachers who choose to participate, a sick leave bank for catastrophic medical reasons. Provisions for use of the sick leave bank shall include, a contribution by each teacher who wishes to participate in a sick leave bank of one day per year. The bank days may be used by those requiring sick leave beyond his/her own accumulation for catastrophic medical reasons.

A committee shall be formed to administer this sick leave bank and it shall be composed of the following:

- * Two teachers selected by the President of the Association;
- * One administrator selected by the President of CAPS;
- * One member selected by the Board;
- * Decisions shall be made by the majority of the committee members;
- * The decisions of the committee are not subject to the provisions of the Grievance Procedure contained in Article V;

- * Specific guidelines and record keeping shall be circulated and maintained by the Association.

ARTICLE XII LEAVES OF ABSENCE

- 12.0 There shall be six basic classifications of leave of absence: educational leave, personal leave, childbirth leave, childrearing leave, sabbatical leave, and fifth disease leave. Any leave provided for in this Agreement which also falls under the purview of the Federal Family and Medical Leave Act ("FMLA") shall be counted towards eligibility for FMLA Leave.
- 12.1 Educational leave of absence: Teachers who have demonstrated superior capacity for five years under the provisions of the Cheshire Evaluation Plan may apply for an extended leave of absence without pay for purposes of increasing professional competence by making duplicate application to building principal or the teacher's immediate supervisor and the Superintendent. The Board, on recommendation of the Superintendent, may grant such leave for not less than one semester and not longer than one school year.
- a. All applications for education leave of absence must be submitted to the Superintendent, with notice to the building principal or immediate supervisor not less than forty-five (45) school days before leave is to begin.
 - b. Applicants must satisfy the Board that the study and/or travel or work experiences for which leave is to be granted will benefit the school system and lead to an increase in teaching effectiveness.
 - c. A recipient of educational leave of absence will also:
 - 1. Be guaranteed the right to return to the teaching position or equivalent that he/she has occupied during the school year prior to the year of leave, and
 - 2. On return from leave, be placed on the salary schedule step which he/she would occupy had he/she been teaching during the leave time.
 - 3. On return from leave, all previously accumulated unused sick days and personal days will be reinstated.
 - 4. Any teacher granted educational leave shall have the opportunity to continue all insurance benefits during the duration of said leave at his/her own expense.
- 12.2 Professional personnel may apply for a leave of absence for *personal reasons* without pay for a period not to exceed one school year. Such leave may be granted only by the Board on each specific case after receiving the recommendation of the Superintendent. A recipient of personal leave will have the opportunity to continue all insurance benefits during the duration of said leave at his/her expense and will be guaranteed position upon return provided notification is received by the Superintendent by March 1 of the school year in which leave was taken, and one of the following conditions is met:

1. The position the teacher vacated still exists.
2. A position is available for which the teacher is certified.

A teacher who returns to staff after the leave would:

1. be placed on the same step in the salary schedule that was occupied at the same time of his/her leaving.
2. have all previously accumulated sick days and personal days reinstated.

If no vacancy exists for which the teacher is certified, that person shall be reemployed in accordance with the seniority list outlined in Article 7.7.

12.3 Childbirth Leave

1. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)
2. Accumulated sick leave shall be available for use during periods of such disability.
3. Policies involving commencement and duration of leave, the availability of extension, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
4. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

12.4 Childrearing Leave

1. Any certified tenured professional employee shall be granted, upon written request submitted to the Superintendent of Schools, or his/her designee, an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof, in which the child is born, adopted or fostered. If such leave is to commence on or after February 1st of any school year, such employee shall be granted Childrearing Leave for the next school year, if requested by the employee no later than February 10th. The extension of Childrearing Leaves or the granting of Childrearing Leave to non-tenured teachers and/or for extenuating circumstances shall be at the discretion of the Board.
2. All childrearing leaves shall be subject to the following provisions:

- a. Written application for Childrearing Leave shall be submitted to the Superintendent of Schools, or his/her designee, not less than 60 days prior to the anticipated date of ending performance of duties.
 - b. While on leave, the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board in four (4) equal quarterly payments in advance.
 - c. Any employee on Childrearing Leave shall submit a written request for reinstatement to the Superintendent of Schools, or his/her designee, on or before February 10th of the school year immediately preceding the one in which the employee wishes to return. Except as provided in section d of this Article, such employee shall be reinstated at the commencement of the next school year to a position the same as or equivalent to the one held at the commencement of the leave of absence. Every reasonable effort will be made to reinstate the employee in the position held at the commencement of the leave of absence. The failure of any employee to timely request reinstatement shall be deemed a voluntary resignation and shall result in the loss of all rights granted pursuant to this Article.
 - d. It is understood that the right to reinstatement of any employee on such leave of absence and the displacement of any employee because of such reinstatement shall be made in accordance with Connecticut General Statutes and the policies and procedures of the Board regarding reduction in force.
 - e. Any employee on Childrearing Leave who accepts full-time employment (30 or more hours per week) with any employer other than the Board may be deemed to have voluntarily resigned from his/her position with the Board and shall lose all rights granted pursuant to this Article.
 - f. Upon return from leave, any employee who completed 90 or less school days of the school year in which said employee took such leave shall be reinstated on the same step of the salary schedule occupied by the employee at the commencement of the leave of absence. If such employee had completed more than 90 school days in said year, the returning employee shall be reinstated on the step of the salary schedule succeeding the one occupied by the employee at the commencement of his/her leave. On an employee's return from leave, all previously accumulated unused sick days and personal days shall be reinstated.
3. The terms of the Childrearing Leave shall also be subject to the provisions of the federal Family Medical Leave Act. The period of disability shall be deducted from the maximum twelve week allowable leave, i.e. a six week disability period for which sick leave may be available, meaning there are accumulated sick days available for use during the first portion of the leave and if requested, an

additional period of leave for six additional weeks without pay or the use of any remaining sick leave.

12.5 Sabbatical Leave

- a. Upon recommendation of the Superintendent, extended leave of absence ("Sabbatical Leave") may be granted at the discretion of the Board to any employee for the purposes of research, study, travel or writing. The employee must have completed at least seven (7) consecutive years of teaching in the Cheshire Public School System.
- b. Application for Sabbatical Leave shall be made on the form as provided in Appendix D2.
- c. Preference will be given to applicants for Sabbatical Leave on the basis of benefit to the school system. In making this determination, consideration shall be given to the length of service of the applicants.
- d. An employee absent on Sabbatical Leave shall be paid at the rate specified in the contract executed between the Board and the recipient; provided however, reductions shall be made, where necessary, so that the total of such payments, together with any amounts received in connection with the activities carried on during the Sabbatical Leave, do not exceed the salary to which the employee would have been entitled under this contract with the Board during the period of Sabbatical Leave. In addition all insurance benefits granted all other teachers in Cheshire will be in effect. In addition to such salary, the Board may, in its discretion, reimburse the employee for travel and other expenses related to Sabbatical Leave.
- e. Sabbatical Leave will not be granted for the purposes of engaging in gainful occupation or studying for another trade or profession.
- f. Before beginning the Sabbatical Leave, the employee shall enter into a contract which provides for his/her return to active service in the Cheshire Schools for a period of at least two years after the expiration of such leave. An employee who does not perform this Agreement shall repay to the Board the sum bearing the ratio to the amount received while on leave that the unfilled portion of the two subsequent years' service bears to the two full years: provided, however, that the employee shall be released from such payment if his/her failure to serve the two years as stipulated is due to illness, disability, or death, or if he/she is discharged from his/her position by the Board.
- g. On return from leave, the teacher shall be restored to the same position or equivalent that he/she had occupied prior to the leave, or if satisfying and conditions of Article 13 shall be eligible for promotion or assignment to a new position subject to the provision of Article 13.

- h. An employee absent from service because of Sabbatical Leave shall be entitled to such advancement on the salary schedule as he/she would have received had he/she remained in the system. Upon return from leave, all previously accumulated unused sick days and personal days will be reinstated.

12.6 *Fifth Disease Leave*

A pregnant teacher or a teacher who has a pregnant spouse (hereinafter "affected teacher") shall be entitled to elect the following, when there is a medical basis to suspect that a contagious condition exists concerning Fifth Disease in the school where the affected teacher is assigned that could harm the unborn fetus:

1. The pregnant teacher or teacher's spouse who is pregnant shall immediately seek testing for immunity.
2. The affected teacher will be offered a transfer to an assignment that is believed to be free of the infection.
3. If no such alternative placement is available, the affected teacher will be eligible for a leave with the ability to use accumulated sick days.
4. Upon return from this leave, the affected teacher will be returned to the same position held prior to the commencement of the above-referenced leave.
5. The leave shall continue as long as such contagious condition exists, until an immunity is established, or the teacher or teacher's spouse is no longer pregnant, whichever occurs first. If the leave exceeds the affected teacher's available sick days, the leave shall continue without pay.

- 12.7 In order to be eligible to return to work for a given school year following any leave of absence taken pursuant to this Article, the employee must notify the Board not later than March 1 of the school year prior to that in which the teacher intends to return to work.

**ARTICLE XIII
PROMOTIONS AND NEW POSITIONS**

- 13.0 As used herein, the term "promotion" means advancement to a position where one is required to exercise a greater degree of supervision, and/or a greater salary differential is given to one beyond his/her normal placement on the salary schedule. "New position" means a position added to previously existing positions.
- 13.1 All openings for new positions and for promotions shall be posted on the Cheshire Public Schools Job Opportunities website stating position description and qualifications required for such openings as far in advance of the appointment as possible. In addition, an email will be sent to all teachers, at their school email address, on a best efforts basis, notifying

them of the new posting. Internal applicants will have a minimum of ten (10) working days to apply, however, the Board reserves the right to reduce the minimum to five (5) working days for time sensitive postings, in which event the Superintendent or his/her designee will notify the Association. Should it be likely that final approval for establishment of new positions not take place until after the conclusion of the school year in June, notice shall be given and applications taken for such positions on a conditional basis.

- 13.2 During summer vacations, notices shall be posted on the Cheshire Public Schools Job Opportunities website and emailed to the President of the Association and all teachers at their school district email address as outlined in 13.1 above.
- 13.3 All teachers shall be given adequate opportunity to make application for such positions. If in the determination of the Superintendent the qualifications of applicants are approximately equivalent, serious consideration shall be given to qualified teachers then employed by the Board.

ARTICLE XIV PROFESSIONAL GROWTH

14.0 TYPES OF ADVANCED GRADUATE PROGRAMS

- a. The Fifth Year program shall consist of thirty hours beyond the B.A. or B.S. degree. For salary purposes, placement will be on the Fifth Year Schedule. Teachers need to file an "intent to complete" form, after completing fifteen (15) credit hours toward their program of studies.
- b. The M.A. or M.S. degree.
- c. The Sixth Year program shall consist of thirty hours beyond the M.A. or M.S. degree. For salary purposes, placement will be on the Sixth Year schedule. Teachers need to file an "intent to complete" form, after completing fifteen (15) credit hours toward their program of studies.
- d. The Sixth Year Certificate or Certificates of Advanced Graduate Study.
- e. The Sixth Year plus thirty hours shall consist of thirty hours beyond the Sixth Year Program or beyond a second M.A. or M.S. degree. For salary purposes placement will be on the doctorate schedule. Teachers need to file an "intent to complete" form, after completing fifteen (15) credit hours toward their program of studies.
- f. The Fifth Year, Sixth Year and Sixth Year Plus thirty hours (30) programs, when leading to an additional certification from the Connecticut Department of Education, may include undergraduate courses when prior approval has been received from the Assistant Superintendent for Instructional Services, and those

courses and hours will be counted in order to advance the teacher, upon receipt of certification and retroactive to the completion of the thirty hours, to the next column on the salary schedule in Appendix A1, A2, A3 and A4. All other planned programs that include only graduate courses will advance the teacher to the next column(s) as set forth in Article 14. Any advanced graduate programs that includes undergraduate courses must be approved by the Assistant Superintendent for Instructional Services before beginning such a program.

- g. Doctorate.

14.1 COMPENSATION FOR TUITION AND EXPENSES

- a. The Board shall pay up a maximum of three hundred and fifty dollars (\$350.00) for any one school year for any one teacher for the cost of tuition of in-service courses or courses at accredited colleges, universities or professional training schools which are recommended by the administration or which are taken with the advance approval of the Superintendent for the specific purpose of improving the teacher in his/her immediate subject area or teaching assignment. It is expressly understood that this Section shall not apply to any courses which are used in determining a teacher's level of professional preparation for salary purposes.
- b. The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their principal or immediate supervisor and the Superintendent.

14.2 RECOGNITION OF DEGREE CHANGES FOR PAYROLL PURPOSES

- a. No payroll change will be made until official transcripts are received by the office of the Superintendent. It is the teacher's responsibility to see that such transcripts are sent.
- b. Payroll recognition is given twice during the school year; September and January. Verification by transcript leading to September recognition must be received no later than October 15, and for a January recognition, no later than February 15.
- c. If verification by transcript cannot be achieved by the dates in (b), a written statement of completion from the institution will be accepted subject to subsequent receipt of official transcripts.

14.3 PROFESSIONAL GROWTH SALARY ENHANCEMENTS

- Professional Teachers would be paid in accordance with the existing salary grid in effect at time of service. A stipend of \$2,000 per annum will be paid to all

Professional Teachers who possess an earned doctorate.

- The Board will make available 50% of the cost for gaining National Board for Professional Teaching Standards certification for each teacher accepted into the program. Upon acceptance in the process of gaining National Board for Professional Teaching Standards certification the teacher will forward such acceptance letter to the Superintendent no later than April 1 of the year of acceptance. Upon completion of the National Board for Professional Teaching Standards certification, the Board will compensate each Cheshire teacher each year he/she holds the certificate the sum of \$2,000.

ARTICLE XV CURRICULUM: DEVELOPMENT AND REVISION

- 15.0 The Board recognizes its responsibility for the development and revision of curriculum. To facilitate the Board in this undertaking, the Association shall cooperate in planning, preparing and executing curriculum development and revision through appropriate curriculum committees involving teachers, administrators, and supervisor personnel. The committee, at its discretion, can call on advisors or consultants to assist it. Teachers working beyond 186 days shall receive remuneration for curriculum work.
- a. In any contract for such work the hourly rate shall be \$40.
 - b. Materials needed to implement the new curriculum may be made available to the teachers concerned prior to the start of the new program.
 - c. The Board and the Association encourage in-service training programs on a voluntary basis or through the use of released time when in the judgment of the administration it is required for an effective in-service workshop.
 - d. The advisability of pilot programs rather than full implementation will be considered.
 - e. Both the Board and the Association will constantly evaluate and study both established and new curriculum and either may suggest modifications or changes.
- 15.1 Positions for summer curriculum work when appropriate shall be posted for the benefit of the staff as the positions become available.

ARTICLE XVI REPORTING OF INCIDENTS

- 16.0 Teachers shall immediately report all cases of assault and battery in which they are involved in connection with their employment to their principal in writing. The principal, within two working days, will submit a report of action taken to the Superintendent and give a copy of such report to the teacher involved.

- 16.1 This report shall be forwarded to the Superintendent and then to the Board which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.
- 16.2 If a criminal or civil proceeding is brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the teacher prevails in the civil proceeding, or is found not guilty in the criminal proceeding, then the Board shall reimburse the teacher for out-of-pocket counsel fees incurred by him/her in defending the proceeding.
- 16.3 Nothing in this Article shall limit the rights of teachers as provided in Section 10-235 of the Connecticut General Statutes.

ARTICLE XVII
ASSOCIATION MEMBERSHIP AND DEDUCTIONS

17.0 CONDITIONS OF CONTINUED EMPLOYMENT

All teachers employed by the Board shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment. The singular reference to the "Association" in this article shall be interpreted as referring to the Education Association Cheshire, the Connecticut Education Association, and the National Education Association.

17.1 DEDUCTIONS

The Board agrees to deduct from each teacher's salary the amount equal to the Association membership dues or service fees by means of payroll deductions. The amount of the deduction for membership dues from each paycheck shall be equal to the total Association membership dues divided by ten (10) paychecks, from and including the first paycheck in September. The amount of the deduction for service fees from each paycheck shall be equal to the total association service fee divided by 10 paychecks, from and including the first paycheck in January. The amount of Association membership dues and estimated service fee shall be certified by the President of the Association to the Board prior to the opening of school each year.

17.2 SUBSEQUENT EMPLOYMENT

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

17.3 FORWARDING OF MONIES

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

17.4 LISTS

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

17.5 SAVE HARMLESS

The Association agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of, or by reason of any reasonable and prudent action taken by the Board and its agents for the purpose of complying with the provisions of this Article. The Board agrees that the Association shall assume the exclusive legal defense of any such claim or lawsuit. In assuming such defense on the Board's behalf the Association will hire and compensate legal counsel. Legal counsel hired by the Association shall confer with the Board or its representatives concerning the defense of such claims and lawsuits against the Board. The Association shall not have the right to compromise or settle any claim or lawsuit against the Board without the consent of the Board. Such consent will not be unreasonably withheld. The Board agrees to bond its employees for any action taken by the Board for the purpose of complying with this Article, and the Association agrees to reimburse the Board for this expense.

17.6 OTHER DEDUCTIONS

The Board agrees to make other deductions for Blue Cross/Blue Shield Insurance, Annuities, United Way, Credit Union, two (2) Association endorsed insurances and other deductions as become necessary.

17.7 FORMS

All forms pertaining to employment shall be supplied to a new teacher within ten (10) days of acceptance of employment.

**ARTICLE XVIII
MISCELLANEOUS**

- 18.0 There shall be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association, participation in its activities, his/her non-membership in the Association, or action taken pursuant to Article 18.2.
- 18.1 Each teacher shall be given a copy of any evaluation report prepared by his/her superiors which relates to the salary or other benefits which he/she is to receive in the course of his/her employment or which is used as a basis for terminating his/her employment, and he/she shall have the right to discuss such reports with his/her superiors.
- 18.2 Each teacher shall always be permitted to discuss the interpretation and application of School Board policy with his/her immediate superior, and, if dissatisfied with his/her immediate superior's response, with the Assistant Superintendent, or with the Superintendent, who will report to the Board when the teacher remains dissatisfied. Therefore, the teacher shall be permitted to appear before the Board to further discuss the interpretation and application of the Board policy in question. Said teacher may have a representative of the Association with him/her at these hearings if he/she so desires.
- 18.3 The Board shall provide each teacher in the system with a copy of this Agreement within thirty (30) days of acceptance of this Agreement. The Board shall provide each new teacher with a copy of this Agreement immediately upon his/her acceptance of employment. The cost shall be borne equally by the parties.
- 18.4 a. If negotiation meetings between the Board and the Association are scheduled, by mutual agreement of the Board and Association representatives, during normal working hours of a school day, not more than nine (9) representatives of the Association shall be relieved from all regular duties without loss of pay, as necessary, in order to permit their attendance at such meetings.
- b. When it is necessary, pursuant to the grievance procedure in Article V of this Agreement, for a school representative, member of the committee on Professional Rights and Responsibilities or other representatives designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she shall, upon notice to his/her supervisor and/or principal and to the Superintendent by the President of the Association, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities, but this shall be limited to two (2) Association representatives per day. Any grieving teacher, any teacher called by the Board, and not more than three (3) teachers called by the grieving teacher whose appearance in such investigations, meetings or hearings as a witness is necessary shall be accorded the same right. The Association agrees that these rights shall not be abused.
- 18.5 The Board will make every effort to provide well qualified substitute teachers who are certified either as substitute or as regular teachers including special teachers (art, music, physical ed., etc.).

- 18.6 By December 1 of the current school year, the Superintendent shall give to the President of the Association two (2) copies of the following materials which shall be accurate and up to date; (a) an alphabetical list of all certified professional personnel giving name and school, (b) an alphabetical list of all certified professional personnel by school. Those personnel who travel between two or more schools shall be listed separately.
- 18.7 The President of the Association and the Superintendent shall meet as deemed advisable.
- 18.8 a. Teachers shall receive a copy of all material to be placed in their files, generated after their original employment. The teacher may submit a notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the materials, but in no instance shall said signature be interpreted to mean an agreement with the contents of the material.
- b. No teacher shall be disciplined, reprimanded in writing, reduced in compensation or suspended without pay without just cause.

**ARTICLE XIX
PAYROLL PROCEDURE**

- 19.0 The Board agrees to pay teachers in any one of the following two methods:
- a. Twenty-six (26) equal checks issued every two weeks, with the first check being issued on the second Friday of September of the current school year.
- b. The complete salary agreement paid from September through June of the current school year at two week intervals starting with the second Friday of September for twenty-one (21) intervals.
- 19.1 Teachers currently in the system are to notify the Board of their choice of payment schedule for the next school year by June 1 of the current school year.

**ARTICLE XX
NO STRIKE**

- 20.0 The Association agrees that it shall not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage or other concerted refusal to perform any assignment on the part of any employees during the period of this Agreement or any extension thereof.

**ARTICLE XXI
SALARIES, DEATH BENEFIT**

- 21.0 The Association and the Board agree to the salary schedules included in Appendices A1, A2, A3 and A4 for the 2013-14, 2014-15, 2015-16, 2016-17 school years respectively.

Appendices B2, B3, and B4 will also be in force for the duration of this contract, and adjusted by the general wage increases, when awarded for Appendices A1, A2, A3 and A4 respectively.

- 21.1 A teacher in the Cheshire Public School System who provides homebound instruction after school hours or summer school teachers will be paid at the rate of \$40/hour.
- 21.2 Upon death of a Cheshire teacher, except in course of employment, the spouse of the teacher, or in the event that there is no then surviving spouse, the issue of the teacher, or in the event that there are no then surviving issue of the teacher, the estate of the teacher, will be paid 50% of the teacher's accumulated unused sick leave, such payment to be made at the rate, per day, equal to 1/200 of the average of the last three years salary. Notwithstanding the foregoing, in no event will the death benefit be in an amount less than \$5,000.
- 21.3 Part-time certified teachers will be paid a salary as determined by his/her position on the salary schedule in an amount based on a direct ratio to the numbers of periods taught. For an elementary teacher this shall be based on a direct ratio to the equivalent number of full days taught per week. Furthermore, it shall be the option of the teacher to elect insurance benefits to which that teacher would be entitled if he/she were teaching full time. The Board will pay the cost of the insurance benefits in the same ratio as is applied in determining salary.
- 21.4 The Superintendent shall make available to the President of the Association, or his/her designee, information concerning the placement on the salary schedule of each newly hired or rehired teacher.
- 21.5 Each member who has served as a teacher in the Connecticut Public Schools for 30 (thirty) years or more, fifteen (15) of which must have been for the Cheshire Public Schools, shall commencing with his/her thirty-first (31st) year be eligible for a longevity stipend of \$1,000 per year, as part of his/her regular salary as part of the bi-weekly payroll payments. The employee shall notify the Board on Appendix H by May 15th in the year prior to eligibility.
- 21.6 Retiree Fringe Benefit

Teachers who are otherwise eligible for retirement under the Connecticut State Retirement System Plan, and who are determined to be medically unable to continue with their teaching duties by a physician (with a second medical opinion at the discretion of the Board) shall upon retirement, be eligible, until reaching age 65, to continue all existing health care insurance. The Board shall continue payment including premium increases for individual coverage for such insurance. The retiring member may continue, at his/her expense, family or other dependent coverage during this period.

**ARTICLE XXII
CONTRACTS**

- 22.0 The Board and Association agree that Interim, Initial and Long term Contracts and Teacher's Annual Salary Agreement as amended and as set forth in the Appendices C1, C2, C3 and C4 of this Agreement shall be used. Such contracts shall be issued to all present and future tenure and probationary teachers upon acceptance of this Agreement.
- 22.1 Any teacher, who for just cause, is in danger of having his/her increment and/or one half (1/2) his/her salary increase withheld shall be notified by the Superintendent no later than the close of the current school year.
- 22.2 Upon agreement, the Board shall issue initial contracts (Appendix C2) and salary agreements within fifteen (15) days of ratification of said Agreement.
- 22.3 If such contracts and Annual Salary Agreements are not executed and returned by the teacher within 15 days of issuance thereof by the Superintendent, such failure to execute and return by the teacher, at the option of the Superintendent will be deemed to be notice by the teacher of his/her resignation effective with the beginning of the ensuing school year.

**ARTICLE XXIII
CLASS SIZE**

- 23.0 On the first day of September of each year that this contract remains in effect, the board will publish and provide to the Association its policy relating to class sizes, after receiving responsible comments of the professional staff in accordance with Article 1, Section 2 of this Agreement.

**ARTICLE XXIV
DURATION AND RENEWAL**

- 24.0 The parties agree that this Agreement constitutes the full and complete agreement between them.
- 24.1 No individual teacher in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto, unless expressly adopted in writing and mutually agreed upon between the Board and the Association.
- 24.2 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 24.3 This Agreement shall be effective July 1, 2013 subject to the provisions of Connecticut

General Statutes Section 10-153d, and shall remain in force through June 30, 2017. Upon given notice, the parties shall meet for the purpose of exchanging proposals and commencing negotiations for a successor agreement in accordance with prevailing state statutes.

24.4 Any notice to be given under this article shall be by registered or certified mail.

24.5 It is the intent of the parties that while the contract term shall result in an expiration concurrent with the uniform fiscal year, salaries and benefits shall continue on a school year basis (i.e., September through August).

**ARTICLE XXV
SUPPLIES**

- 25.0 a. The Board agrees that it will provide sufficient supplies so that teachers may fulfill their teaching responsibilities in an adequate and professional manner.
- b. Teachers purchasing materials and supplies not normally available shall with the advance approval of the principal be reimbursed upon submission of an appropriate receipt of purchase.

**ARTICLE XXVI
SEVERABILITY**

26.0 In the event that any provision of this Agreement at any time is declared invalid by any court of competent jurisdiction, or becomes invalid by passage of, or operation of, any law, Federal or State, such action shall not invalidate the other provisions of this Agreement. It, being the intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect during the term thereof.

Education Association of Cheshire

Cheshire Board of Education

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A1

Salary Schedule 2013-2014

Step	BA/BS	MS/5TH	6TH YR	6TH+30
1	\$44,440	\$48,177	\$52,520	\$58,075
2	\$45,652	\$49,389	\$54,136	\$59,893
3	\$46,864	\$51,308	\$56,257	\$61,711
4	\$48,076	\$53,126	\$58,075	\$63,933
5	\$49,288	\$55,045	\$60,297	\$65,852
6	\$50,298	\$56,964	\$62,317	\$67,670
7	\$51,409	\$59,287	\$64,842	\$69,892
8	\$52,823	\$61,509	\$67,771	\$72,619
9	\$54,641	\$64,034	\$70,498	\$75,649
10	\$56,661	\$67,266	\$73,528	\$79,588
11	\$60,903	\$72,518	\$78,578	\$84,638
12	\$65,246	\$77,669	\$83,527	\$88,476
13	\$68,983	\$80,295	\$86,052	\$90,698
14	\$71,306	\$83,628	\$89,385	\$93,627

APPENDIX A2

Salary Schedule 2014-2015

Step	BA/BS	MS/5TH	6TH YR	6TH+30
1	\$44,551	\$48,297	\$52,651	\$58,220
2	\$45,766	\$49,512	\$54,271	\$60,043
3	\$46,981	\$51,436	\$56,398	\$61,865
4	\$48,196	\$53,259	\$58,220	\$64,093
5	\$49,411	\$55,183	\$60,448	\$66,017
6	\$50,424	\$57,106	\$62,473	\$67,839
7	\$51,538	\$59,435	\$65,004	\$70,067
8	\$52,955	\$61,663	\$67,940	\$72,801
9	\$54,778	\$64,194	\$70,674	\$75,838
10	\$56,803	\$67,434	\$73,712	\$79,787
11	\$61,055	\$72,699	\$78,774	\$84,850
12	\$65,409	\$77,863	\$83,736	\$88,697
13	\$69,155	\$80,496	\$86,267	\$90,925
14	\$72,190	\$84,665	\$90,493	\$94,788

APPENDIX A3

Salary Schedule 2015-2016

Step	BA/BS	MS/5TH	6TH YR	6TH+30
1	\$44,997	\$48,780	\$53,178	\$58,802
2	\$46,224	\$50,008	\$54,814	\$60,643
3	\$47,451	\$51,951	\$56,962	\$62,484
4	\$48,678	\$53,791	\$58,802	\$64,734
5	\$49,905	\$55,734	\$61,052	\$66,677
6	\$50,928	\$57,677	\$63,098	\$68,518
7	\$52,053	\$60,030	\$65,654	\$70,767
8	\$53,485	\$62,279	\$68,620	\$73,529
9	\$55,325	\$64,836	\$71,381	\$76,597
10	\$57,371	\$68,109	\$74,449	\$80,585
11	\$61,666	\$73,426	\$79,562	\$85,698
12	\$66,063	\$78,642	\$84,573	\$89,584
13	\$69,847	\$81,301	\$87,130	\$91,834
14	\$72,912	\$85,512	\$91,398	\$95,736

APPENDIX A4

Salary Schedule 2016-2017

Step	BA/BS	MS/5TH	6TH YR	6TH+30
1	\$45,447	\$49,268	\$53,710	\$59,390
2	\$46,686	\$50,508	\$55,362	\$61,250
3	\$47,925	\$52,470	\$57,531	\$63,109
4	\$49,165	\$54,329	\$59,390	\$65,381
5	\$50,404	\$56,292	\$61,663	\$67,344
6	\$51,437	\$58,254	\$63,728	\$69,203
7	\$52,573	\$60,630	\$66,311	\$71,475
8	\$54,019	\$62,902	\$69,306	\$74,264
9	\$55,879	\$65,484	\$72,095	\$77,362
10	\$57,944	\$68,790	\$75,193	\$81,391
11	\$62,282	\$74,161	\$80,358	\$86,555
12	\$66,724	\$79,428	\$85,419	\$90,480
13	\$70,545	\$82,114	\$88,001	\$92,752
14	\$73,641	\$86,367	\$92,312	\$96,693

APPENDIX B2

Coaches Salaries

<u>HIGH SCHOOL</u>	<u>Positions</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Director of Athletics	1	10,790	10,898	11,007	11,117
Head Football	1	9,174	9,266	9,358	9,452
Asst. Football	4	5,473	5,528	5,583	5,639
Head Cross Country	2	5,825	5,883	5,942	6,001
Asst. Cross Country	2	3,359	3,393	3,427	3,461
Head Basketball	2	8,092	8,173	8,255	8,337
Asst. Basketball	4	4,853	4,902	4,951	5,000
Head Baseball	1	7,446	7,520	7,595	7,671
Asst. Baseball	2	4,470	4,515	4,560	4,606
Head Track	2	6,693	6,760	6,828	6,896
Asst. Track	4	4,014	4,054	4,094	4,135
Head Soccer	2	6,260	6,323	6,386	6,450
Asst. Soccer	4	3,755	3,793	3,831	3,869
Head Golf	2	5,600	5,656	5,713	5,770
Tennis	2	5,600	5,656	5,713	5,770
Head Field Hockey	1	6,260	6,323	6,386	6,450
Asst. Field Hockey	2	3,755	3,793	3,831	3,869
Head Softball	1	7,446	7,520	7,595	7,671
Asst. Softball	1	4,470	4,515	4,560	4,606
Head Volleyball	2	6,260	6,323	6,386	6,450
Asst. Volleyball	1	3,755	3,793	3,831	3,869
Head Hockey	1	7,552	7,627	7,704	7,781
Asst. Hockey	1	4,531	4,576	4,622	4,668
Fall Head Swim	1	6,693	6,760	6,828	6,896
Fall Asst. Swim	2	4,014	4,054	4,094	4,135
Winter Head Swim	1	6,693	6,760	6,828	6,896
Winter Asst. Swim	2	4,014	4,054	4,094	4,135
Cheerleader Advisor	1	4,956	5,006	5,056	5,106
Head Skiing	1	5,824	5,882	5,941	6,000
Asst. Skiing	1	3,794	3,831	3,870	3,909
High School Intramural		6,442	6,506	6,571	6,637
Head Indoor Track	2	6,693	6,760	6,828	6,896
Asst. Indoor Track	2	4,095	4,135	4,177	4,219
Head Lacrosse	2	7,552	7,627	7,704	7,781
Asst. Lacrosse	4	4,531	4,576	4,622	4,668
Head Wrestling	1	7,015	7,086	7,156	7,228
Asst. Wrestling	1	4,210	4,252	4,294	4,337

APPENDIX B2

Coaches Salaries

<u>DODD MIDDLE SCHOOL</u>	<u>Positions</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Asst. Director of Athletics	1	6,475	6,540	6,605	6,671
Soccer	2	4,963	5,013	5,063	5,114
Basketball	2	4,963	5,013	5,063	5,114
Baseball	1	4,963	5,013	5,063	5,114
Softball	1	4,963	5,013	5,063	5,114
Cross Country	1	4,963	5,013	5,063	5,114
Asst. Cross Country	1	2,266	2,289	2,312	2,335
Field Hockey	1	4,963	5,013	5,063	5,114
Intramural Activities		8,901	8,990	9,080	9,171
Track	2	4,963	5,013	5,063	5,114
Asst. Track	2	2,266	2,289	2,312	2,335
Volleyball	1	4,963	5,013	5,063	5,114
Cheerleader Coach	1	4,963	5,013	5,063	5,114
Unified Sports		740	748	755	763

APPENDIX B3
Extracurricular Activities

High School	Positions	2013-2014	2014-2015	2015-2016	2016-2017
Band Director	1	7,007	7,077	7,148	7,220
Asst Band Director	1	2,754	2,782	2,810	2,838
Aries Ensemble Director	1	2,754	2,782	2,810	2,838
Percussion Asst. Director	1	2,754	2,782	2,810	2,838
Color Guard Advisor	1	2,754	2,782	2,810	2,838
Drill Designer	1	2,754	2,782	2,810	2,838
Winter Guard Advisor	1	2,754	2,782	2,810	2,838
Jazz Ensemble Director	1	2,435	2,459	2,484	2,509
Choral Director (VIP)	1	3,108	3,139	3,170	3,202
Chorus Director (Men's Choir)	1	2,435	2,459	2,484	2,509
Vocal Jazz Ensemble Director	1	2,435	2,459	2,484	2,509
Theater					
Fall Play Director	1	2,393	2,417	2,441	2,465
Fall Play Asst Director	1	1,026	1,036	1,047	1,057
Spring Play Director	1	4,784	4,832	4,881	4,929
Spring Play Asst Director	1	1,823	1,841	1,860	1,878
Choral Director	1	1,852	1,871	1,890	1,908
Pit Conductor	1	1,852	1,871	1,890	1,908
Technical Director	1	1,852	1,871	1,890	1,908
Costume Design	1	1,852	1,871	1,890	1,908
Freshman Class Advisor	2	1,574	1,589	1,605	1,621
Sophomore Class Advisor	2	1,574	1,589	1,605	1,621
Junior Class Advisor	2	2,719	2,746	2,774	2,801
Senior Class Advisor	2	3,290	3,322	3,356	3,389
Student Senate Advisor	2	2,435	2,459	2,484	2,509
National Honor Society	1	606	612	618	624
Yearbook Advisor	1	4,716	4,763	4,810	4,859
Spilled Ink Advisor	1	1,574	1,589	1,605	1,621
Newspaper Advisor	1	4,716	4,763	4,810	4,859
Debate Club Advisor	1	1,574	1,589	1,605	1,621

APPENDIX B3
Extracurricular Activities

High School	Positions	2013-2014	2014-2015	2015-2016	2016-2017
One Act Play Advisor	4	1,181	1,192	1,204	1,216
One Act Play Advisor Head	1	1,934	1,953	1,973	1,993
Video Club Advisor	1	2,435	2,459	2,484	2,509
Robotics Team Advisor	2	3,228	3,260	3,293	3,326
Peer Advocates Advisor	2	2,435	2,459	2,484	2,509
Peer Tutors Advisor	1	4,716	4,763	4,810	4,859
Bowl Advisors	2	759	766	774	781
Math League	1	1,574	1,589	1,605	1,621
Diversity Club	1	759	766	774	781
SADD Advisor	1	759	766	774	781
Community Service Club	1	759	766	774	781
Web Page Advisor	1	1,574	1,589	1,605	1,621
Dodd Middle School					
Student Council Advisor	1	1,251	1,264	1,277	1,289
Yearbook Advisor	1	2,549	2,575	2,600	2,626
Winter Guard	1	1,251	1,264	1,277	1,289
Band Director	1	1,574	1,589	1,605	1,621
Orchestra Director	1	1,574	1,589	1,605	1,621
Jazz Ensemble Director	1	1,574	1,589	1,605	1,621
Choral Director	1	1,574	1,589	1,605	1,621
Select Chorus Director	1	1,574	1,589	1,605	1,621
Newspaper Advisor	1	1,251	1,264	1,277	1,289
Student Technology Assoc	1	1,251	1,264	1,277	1,289
Play Director	1	1,180	1,191	1,203	1,215
Asst. Play Director	1	589	595	601	607
National Jr. Honor Society	1	589	595	601	607
Elementary					
Student Council Advisor	4	1,251	1,264	1,277	1,289
Band Director	4	1,624	1,640	1,657	1,673
Choral Director	4	1,624	1,640	1,657	1,673
Orchestra Director	2	1,624	1,640	1,657	1,673
3 units @ \$100 each/100 Students/School	26	8,495	8,580	8,666	8,753

APPENDIX B4

<u>ACTIVITY</u>	<u>2013-2014</u>	<u>2014-02015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Technology Coordinator	12,172	12,293	12,416	12,540
Dept. Heads	6,454	6,518	6,584	6,649
Division Leaders (Dodd)	6,243	6,305	6,368	6,432
Team Leaders (Dodd)	3,122	3,153	3,185	3,217
Guidance Counselors*	650	650	650	650
School Psychologists*	650	650	650	650
Special Education Teachers*	700	700	700	700
Reading & Speech Teachers*	700	700	700	700
*denotes hire before 12/7/75				



CHESHIRE PUBLIC SCHOOLS

29 Main Street
Cheshire, CT 06410-2495

Appendix C1

INTERIM TEACHER'S CONTRACT

The Board of Education of the Town of Cheshire, Connecticut hereby agrees to employ «**candidate**» (to whom the term "substitute teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a long-term substitute in the public schools of said Town, for the period **beginning «begdate», and ending «enddate»**. This contract will not be renewed at its expiration and if effected prior to April 1, this provision shall serve as written notice to the substitute teacher of the Board's intention not to renew this contract.

The Board has voted and hereby agrees to pay said substitute teacher, and said substitute teacher hereby agrees to accept, for service during the above-stated period, salary «**salary**» in (as per schedule) periodic installments payable as follows: bi-weekly payments beginning «**saldate**», and subject to required deductions for the State Teacher's Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize. Said salary is equivalent to the beginning salary on the appropriate salary schedule contained in *The 2000-2003 Agreement Between the Cheshire Board of Education and the Education Association of Cheshire*. Said substitute teacher shall receive all of the benefits of a regularly employed full time teacher, including sick leave.

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

The teacher may, upon written request file with the Board within twenty days after receipt of any notice from the Board of its intention not to renew or to consider termination of this contract, be entitled to a hearing before the Board to be held within fifteen days of such request unless the parties mutually agree to an extension of time. Within seven (7) days after receipt by the Board of a written request from the teacher the reason or reasons for the termination or the non-renewal of the contract shall be made known. The teacher shall have the right to appear with counsel of his choice at such hearing.

This contract is subject to the applicable Statutes of the State of Connecticut, rules and regulations of the Board of Education and *The Agreement Between the Cheshire Board of Education and the Education Association of Cheshire*. It is agreed that exhaustion of all remedies which may be available to the substitutes shall be a prerequisite and condition precedent to the institution of any cause of action for breach of this contract arising out of its termination.

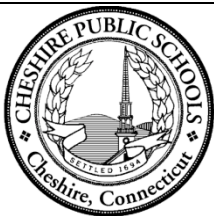
AGREED TO AND SIGNED:

Teacher

Board of Education of Cheshire

Date: _____

Date: _____



CHESHIRE PUBLIC SCHOOLS

29 Main Street
Cheshire, CT 06410-2495

Appendix C2

TEACHER'S INITIAL CONTRACT

The Board of Education of the Town of Cheshire, Connecticut hereby agrees to employ, «FirstName» «LastName» and «FirstName» «LastName» (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a teacher in the public schools of said Town, for the school year beginning, **August __, 200_/200_ and ending June 200_/200_**, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, the Board has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, for service during the above-stated period, an annual salary of \$«salary» in periodic installments payable as per schedule beginning **September __, 200_/200_**, subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

This contract shall be renewed annual by operation of law unless the teacher has been notified in writing prior to April first in one school year that the contract will not be renewed for the following year or the teacher obtains tenure. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and as determined through the signing of a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education.

The teacher may, upon written request filed with the Board within the time lines provided by the Connecticut General Statutes, Section 10-151, be entitled to a hearing before the Board. The teacher shall have the right to appear with counsel of the teacher's choice at such hearing as provided by such statute.

This contract is subject to the Statutes of the State of Connecticut, rules and regulations of the Board of Education and the Agreement between the Cheshire Board of Education and the Education Association of Cheshire. For the purposes of this contract, the term "salary agreement" shall be construed to mean the salary schedule agreed upon between the Board of Education of Cheshire and the Education Association of Cheshire as the bargaining agent for the teachers of the Town of Cheshire.

Failure to execute and return this agreement in a timely fashion will constitute a voluntary resignation in keeping with Section 22.3 of the Agreement Between the Cheshire Board of Education and the Education Association of Cheshire.

AGREED TO AND SIGNED:

Teacher

Board of Education of Cheshire

Date: _____

Date: _____



CHESHIRE PUBLIC SCHOOLS

29 Main Street
Cheshire, CT 06410-2495

Appendix C3

TEACHER'S LONG-TERM CONTRACT (Effective upon Teacher's Receipt of Tenure)

The Board of Education of the Town of Cheshire, Connecticut hereby agrees to employ «**FirstName**» «**LastName**», and «**FirstName**» «**LastName**» (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, beginning «**tenuredate**». Said Board of Education agrees to pay said teacher an annual salary in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, and as determined through the signing of a teacher's annual salary agreement.

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

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, the teacher may submit his/her resignation between August 1 and August 15, but in no event shall the teacher be able to resign between August 15 and September 1, and for any resignation submitted after September 1, thirty days' written notice will be required.

(c) The Board may terminate this contract at any time under the provisions of Section 10-151 of Connecticut General Statutes for one or more of the following reasons: (1) inefficiency or incompetence; (2) insubordination against reasonable rules of the Board of Education; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the teacher was appointed, if no other position exists to which the teacher may be appointed if qualified; or (6) other due and sufficient cause; provided, prior to terminating the contract, the Board of Education shall give the teacher a written notice that termination of his/her contract is under consideration and, upon written request filed by the teacher with the Board within seven days after receipt of such notice, shall within the next succeeding seven days give the teacher a statement in writing of its reasons therefor. Within twenty days after receipt from the Board of Education of written notice that contract termination is under consideration, the teacher may file with the Board a written request for a hearing, which the Board shall hold within fifteen days after receipt of such request, unless the parties mutually agree to an extension of time. Such hearing shall be public if the teacher so requests or the Board so designates. The teacher shall have the right to appear with counsel of his choice at such hearing, whether public or private. The Board of Education shall give the teacher its written decision within fifteen days after such hearing. Nothing herein contained shall deprive the Board of Education of the power to suspend the teacher from duty immediately when serious misconduct is charged, without prejudice to the rights of the teacher as otherwise provided herein.

This contract is subject to the Statutes of the State of Connecticut, the rules and regulations of the Board of Education of Cheshire. It is further agreed that exhaustion of all remedies provided in Section 10-151 of the Connecticut General Statutes shall be a prerequisite to the institution of any cause of action for breach of this contract arising out of its termination. **Failure to execute and return this agreement in timely fashion will constitute a voluntary resignation in keeping with Section 22.3 of the Agreement Between the Cheshire Board of Education and the Education Association of Cheshire.**

AGREED TO AND SIGNED:

Teacher

Board of Education of Cheshire

Date: _____

Date: _____



CHESHIRE PUBLIC SCHOOLS

29 Main Street
Cheshire, CT 06410-2495

Appendix C4

TEACHER'S ANNUAL SALARY AGREEMENT

«**firstname**» «**LastName**», (to whom the term "teacher" hereinafter refers), employed as a teacher in the public schools of the Town of Cheshire, Connecticut, under a continuing contract dated «**Tenure**», is hereby notified that the Board of Education of said Town and hereby agrees, under the terms of said contract, and in accordance with the provisions of the prevailing salary schedule of the Board of Education for said Town, to pay said teacher for the school year beginning **August __, 200_/200_ and ending June 200_/200_**, an annual salary of \$«**Salary_**» in periodic installments payable as per schedule, beginning _____, 200_/200_ and subject to required deductions for the State Teachers' Retirement Fund and the United States Withholding Tax, and other agreed-to deductions which the teacher may in writing authorize.

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

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the Office of the Superintendent of Schools. If not signed and returned by the teacher on or before (**15 days from issuance**), a written statement of the reason must be submitted to the Office of the Superintendent by this date.

Failure to execute and return this agreement in a timely fashion will constitute a voluntary resignation in keeping with Section 22.3 of the *Agreement Between the Cheshire Board of Education and the Education Association of Cheshire*.

AGREED TO AND SIGNED:

Teacher

Board of Education of Cheshire

Date: _____

Date: _____

APPENDIX E1

TYPE OR PRINT

FORMAL GRIEVANCE PRESENTATION

(To be completed by aggrieved person.)

AGGRIEVED
PERSON _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

HOME ADDRESS OF
AGGRIEVED PERSON _____

SCHOOL _____

PRINCIPAL _____

YEARS IN
SCHOOL SYSTEM _____

SUBJECT AREA
OR GRADE _____

NAME OF ASSOCIATION
SCHOOL REPRESENTATIVE _____

SECTION(S) OF AGREEMENT ALLEGED TO BE VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

Signature of Aggrieved

APPENDIX E2

TYPE OR PRINT

DECISION OF PRINCIPAL

(To be completed by principal, or other appropriate administrator, within 10 days of formal grievance presentation.)

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

SCHOOL _____ PRINCIPAL (OR OTHER ADMINISTRATOR) _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

DATE OF DECISION _____

Signature of Principal

RESPONSE OF THE P. R. & R COMMITTEE CHAIRPERSON (To be completed with the knowledge of the aggrieved within 3 days of decision).

- The EAC accepts the above decision of the principal.
- The EAC hereby refers the above decision through the Association for appeal to the Superintendent of Schools.

DATE OF RESPONSE _____

Signature of Aggrieved

APPENDIX E3

TYPE OR PRINT

DECISION BY SUPERINTENDENT

(To be completed by Superintendent of Schools within 10 days after hearing with aggrieved and Association representative: hearing to be held within 10 days after receipt of appeal).

AGGRIEVED PERSON _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

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

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF DECISION _____

Signature of Superintendent

RESPONSE OF THE P. R. & R COMMITTEE CHAIRPERSON (To be completed with the knowledge of the aggrieved within 3 days of decision).

- The EAC accepts the above decision of the Superintendent of Schools.
- The EAC hereby appeals, through the Association, to the Board of Education for a review of this grievance.

DATE OF RESPONSE _____

Signature of Aggrieved

APPENDIX E4

TYPE OR PRINT

REVIEW OF BOARD OF EDUCATION

AGGRIEVED
PERSON _____

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

ASSOCIATION REFERRAL TO BOARD: (To be completed within 5 days of Superintendent's decision or 15 days after member's meeting with Superintendent, whichever is sooner.)

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

DATE OF REFERRAL
TO BOARD _____

Signature of Association Representative

BOARD RESPONSE:
(To be completed by Board of Education within 30 days after receipt of appeal).

DATE APPEAL RECEIVED
BY BOARD OF EDUCATION _____

DATE HEARING HELD
BY BOARD OF EDUCATION _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF
DECISION _____

Signature of Board Chairperson

RESPONSE OF THE P. R. & R COMMITTEE CHAIRPERSON (To be completed with the knowledge of the aggrieved within 3 days of decision).

- The EAC accepts the above decision of the Board of Education.
- The EAC hereby requests that the Association submit this grievance to arbitration.

DATE OF
RESPONSE _____

Signature of Aggrieved

APPENDIX F

WAIVER OF INSURANCE FORM

I, _____ hereby waive insurance coverage as per Section 10.3(a) of the Agreement between the Cheshire Board of Education and the Education Association of Cheshire.

I understand that I may revoke this waiver in accordance with section 10.3(b) of the Agreement upon written notice to the Board of Education.

Signature

School

Date

APPENDIX G

INTENT TO COMPLETE GRADUATE CREDITS FORM

TYPE OR PRINT

I, _____ have completed 15 graduate credit hours toward the
advanced graduate program of :

_____ MS/5th
_____ 6th Year
_____ 6th + 30
_____ Ph.D.

I expect to complete 30 credits by _____ and will send official transcripts.
(date)

signature

school

date

APPENDIX H

REQUEST FOR LONGEVITY STIPEND

TYPE OR PRINT

I, _____, have served as a teacher in the Connecticut Public Schools for 30 (thirty) years or more, 15 (fifteen) of which have been for the Cheshire Public Schools.

Commencing with the _____ school year, I would like to receive the longevity stipend of \$1,000 per year, as part of my regular salary as part of the bi-weekly payroll payments.

signature

school

date

*For Board of Education planning and budgeting purposes, could you please provide the following information:
(not required)*

I anticipate retiring from the Cheshire Public Schools at the end of the _____ school year.

(To be forwarded to the Superintendent's Office by May 15 of the school year prior to eligibility)

MEMORANDUM OF AGREEMENT

For the contract period of July 1, 2013 through June 30, 2017, the undersigned parties agree as follows:

The Anthem Blue Cross/Blue Shield Health Savings Account plan (HSA) shall serve as the base plan in determining the employee cost for both the Anthem Blue Cross/Blue Shield of CT Century Preferred plan (PPO) and the Anthem Blue Cross/Blue Shield Blue Care plan (HMO) medical benefits plans. An employee electing to enroll in either the PPO or HMO shall pay the difference between the Board of Education (Board) allocated premium cost (allocated cost less employee cost share contribution) plus where applicable, the Board's contribution to the employee's HSA account and the Board's allocated premium cost for the PPO or HMO. The Board's cost for each year of the contract shall be calculated as described below:

- 1. For the contract year 2013-2014 the Board's cost shall be calculated as 94% of the allocated premium cost of the HSA. No percentage of the Board's contribution to the employee's HSA account shall be included in calculating the Board's cost.**
- 2. For the contract year 2014-2015 the Board's cost shall be calculated as 93% of the allocated premium cost of the HSA. No percentage of the Board's contribution to the employee's HSA account shall be included in calculating the Board's cost.**
- 3. For the contract year 2015-2016 the Board's cost shall be calculated as 92% of the allocated premium cost of the HSA. Twenty Five percent (25%) of the Board's contribution to the employee's HSA account shall also be included in calculating the Board's cost.**
- 4. For the contract year 2016-2017 the Board's cost shall be calculated as 91% of the allocated premium cost of the HSA. One hundred percent (100%) of the Board's contribution to the employee's HSA account shall also be included in calculating the Board's cost.**

For the Plan Year January 1 through December 31, 2013 the total in-network deductible for the HSA will not exceed \$1500 for single coverage or \$3000 for two person or family coverage with the Board contributing \$1000.00 for single coverage and \$2000.00 for two-person or family coverage to the employee's HSA account.

For the Plan Year January 1 through December 31, 2014 the total in-network deductible for the HSA will not exceed \$2000 for single coverage or \$4000 for two person or family coverage with the Board contributing \$1000.00 for single coverage and \$2000.00 for two-person or family coverage to the employee's HSA account.

For the Plan Year January 1 through December 31, 2015 the total in-network deductible for the HSA will not exceed \$2000 for single coverage or \$4000 for two person or family coverage with the Board contributing \$1000.00 for single coverage and \$2000.00 for two-person or family coverage to the employee's HSA account .

For the Plan Year January 1 through December 31, 2016 the total in-network deductible for the HSA will not exceed \$2000 for single coverage or \$4000 for two person or family coverage with the Board contributing \$1000.00 for single coverage and \$2000.00 for two-person or family coverage to the employee's HSA account .

For the Plan Year January 1 through December 31, 2017 the total in-network deductible for the HSA will not exceed \$2000 for single coverage or \$4000 for two person or family coverage with the Board contributing \$1000.00 for single coverage and \$2000.00 for two-person or family coverage to the employee's HSA account .

In the event that the calculated employee contribution to the PPO or HMO is lower than the calculated employee contribution to the HSA, the employee may select the PPO or HMO option and there shall be no employee contribution required for that year. Under no circumstance shall employees receive the value of the difference if the PPO or HMO employee contribution is calculated to be lower than the HSA.

For the purposes of contract year 2013/14, employees electing to switch from the PPO to the HSA during the Open Enrollment Period in June 2013, the following special rule for employee contributions shall apply in order to reduce employee cost: For the period prior to January 1, 2014 the employee shall remain in the PPO plan and pay a pro-rated contribution equal to 18% of the allocated premium for the PPO plan for September 1 through December 31, 2013. Effective January 1, 2014 the employee shall pay the HSA cost share as outlined in the contract. Any employee who elects this option during Open Enrollment and then decides not switch into the HSA plan on January 1, 2014 will be responsible to pay the higher employee contribution for the PPO plan for the period prior to January 1, 2014.

This agreement shall be in force for the term of the contract period of July 1, 2014 through June 30, 2017.

Signed and Agreed to on December 13, 2012 by:

Cheshire Board of Education

Education Association of Cheshire

Gerald Brittingham, Chairman

Judith Masella, President