

AGREEMENT  
BETWEEN  
THE COLCHESTER BOARD OF EDUCATION  
and  
THE COLCHESTER FEDERATION OF TEACHERS  
Local #1827  
AMERICAN FEDERATION OF TEACHERS  
AFT-CONNECTICUT  
AFL-CIO

July 1, 2015- June 30, 2017

November 21, 2014  
3742374v2

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THIS CONTRACT IS MADE AND ENTERED INTO on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Colchester Board of Education (herein referred to as the "Board") and the Colchester Federation of Teachers, Local #1827, AFT-Connecticut, AFL-CIO (herein referred to as the "Federation").

## ARTICLE 1

### Preamble

The Board of Education of the Town of Colchester and the Colchester Federation of Teachers, Local # 1827, AFT-Connecticut, AFL-CIO, agree and recognize that they have an interest in educational excellence that is far beyond the scope of a collective bargaining Agreement governing terms and conditions of employment. The Board of Education and the Colchester Federation of Teachers wish to declare their mutual intent to work toward the achievement of common aims as follows:

- A. The formulation of realistic goals and programs consistent with the best educational theory.
- B. The development of a system of communication and consultation designed for more harmonious relations of parties concerned as well as to expedite business to a fruitful conclusion.
- C. It is hoped that this common effort will contribute in significant measure to the advancement of public education in the Town of Colchester.

## ARTICLE 2

### Recognition

The Board recognizes the Federation as the exclusive bargaining agent for all persons to teach employed under a duration shortage area permit and certified professionals, including, but not limited to adult education and summer school instructors, who are employed by the Board in positions requiring a teaching certificate and are not included in the administrator's unit or excluded from the purview of Connecticut General Statutes §10-153a, et. seq., as amended from time to time.

## ARTICLE 3

### Fair Practices

The Board agrees not to discriminate against any teacher on the basis of race, creed, color, national origin, age, sex, sexual/affectional preference, marital status, disability,

pregnancy, genetic information, gender identity or expression, or membership or participation in, or association with, the activities of any teachers' organization, except in the case of a bona fide occupational qualification. This section is for informational purposes only.

ARTICLE 4  
Board Prerogatives

- A. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester; to give the children of Colchester as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers; to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the town; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for arrangement, use and safekeeping of the school libraries and to approve plans for school buildings; to prepare and submit budgets to the Town of Colchester and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this contract. The Board's right to make policy with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained; shall not be subject to the grievance and arbitration provisions of this contract.
- B. This contract shall be applicable to all board-sponsored programs.

ARTICLE 5  
Grievance Procedure

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problem which may arise.

A. Definitions:

1. A "grievance" shall mean a complaint by a grievant that (1) he/she has been treated unfairly or inequitably or (2) there has been a violation, misinterpretation or misapplication of the provisions of this contract or (3) of established Board of Education policy or practice.
2. As used in this Article the term "grievant" shall mean either (1) an individual teacher, (2) a group of teachers having the same grievance, or (3) the Federation. Such grievances shall be processed at all steps by using testimony of affected individual(s) whether or not they are named grievant(s).
3. As used in this Article, the term "days" shall mean calendar days, exclusive of holidays, weekends, and vacation periods during the school year.

B. Procedures:

1. A grievant and a Federation Representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate administrative supervisor.

a. Step 1: Supervising Administrator

If the matter is not satisfactorily adjusted within five (5) days, the grievant shall tell his/her administrator of his/her intent to submit it in writing within seven (7) days to the grievant's supervising administrator, who may adjust the grievance or refer the matter to the appropriate administrator who has the authority to adjust the grievance. Such written grievance must be filed within twenty-one (21) days of the date that the grievant knew of the act or circumstance giving rise to the grievance, except that an extension beyond twenty-one (21) days shall be given in cases of serious illness, but such extension shall not exceed twenty-one (21) days. The supervising administrator shall meet with the grievant and a Federation Representative and must render his/her decision in

writing with copies to the grievant and the Federation, within seven (7) days of the written submission to him/her by the grievant.

b. Step 2: Superintendent of Schools

Failing satisfactory settlement within such time limit, the grievant may within seven (7) days after receipt of the decision rendered at Step 1 appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Federation Representative within seven (7) days of receipt by him/her of such appeal and shall give his/her decision in writing to the teacher and the Federation within seven (7) days of such meeting.

c. Step 3: Board of Education

Failing satisfactory settlement within such time limit, the grievant may within seven (7) days after receipt of the Superintendent's decision at Step 2 appeal in writing to the Board, and such writing shall set forth specifically the basis of the grievance. The full Board, or a committee of the Board, shall meet with the grievant and a Federation representative at its next regular scheduled meeting or a special meeting within thirty (30) days from the date the grievance was submitted to the Board. The full Board, or a committee of the Board, shall render its decision in writing to the grievant and the Federation within seven (7) days of such meeting.

d. Step 4: Arbitration

- (1) If the decision of the Board does not resolve the grievance to the satisfaction of the Federation, the Federation only may submit the grievance to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.
- (2) Notice of intention to submit to arbitration under subsection (1) above, must be in writing addressed to the Superintendent of Schools, and submission to the American

Arbitration Association must be made not later than twenty-one (21) days following receipt of the Board's decision.

- (3) The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all the terms of the contract. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.
- (4) With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding. With respect to grievances involving unfair or inequitable treatment, or a violation, misinterpretation or misapplication of established Board of Education policy or practice, the arbitrator's decision shall be advisory.
- (5) Fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

C. General Provisions:

- 1. A grievant may be represented at any step of this grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other teacher organization. When a grievant is not represented by the Federation, the Federation shall have the right to be present and to state its views at all steps of the grievance procedure.
- 2. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedure through Step 3 (Board of Education).
- 3. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons necessary to resolution of the matter shall be excused without loss of pay. Meetings held under Steps 1 and 2 of the Procedures of this Article shall be held on days when school is in session. If the time limits for such meetings fall on days when school is not in session, excluding summer vacation days, the applicable time limit shall be extended to the second school day thereafter or otherwise as mutually agreed in writing.

4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the last decision rendered.
6. Failure of the Administration or the Board to render a decision within the specified time limit shall be deemed a denial of the grievance submitted, and the grievant may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.
7. The hearings at any step of the grievance procedure shall include only those persons permitted above and their witnesses.
8. If the days for filing or appealing a grievance to the next step, set forth in Steps 1-4 of the grievance procedure, fall within a scheduled school vacation period, excluding summer vacation, the time limits shall automatically be extended to the first school day following the vacation period.
9. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

#### ARTICLE 6

##### Consultation Procedure

- A. It is recognized by the Board and the Federation that all situations and developments could not be anticipated at the time of negotiations of this document. To achieve rapport between the Board and the Federation, periodic, informal meetings shall be held when necessary between the negotiating groups of each organization as requested by either the Federation or the Board.
- B. The Board retains the sole right to determine, implement and/or change all policies affecting the school system. The Board will provide the Federation with copies of any such changes within thirty (30) days of making the change. The Federation may demand to bargain over the impact of any change during the term of this contract that significantly affects salaries or other conditions of



employment, in accordance with Connecticut General Statutes § 10-153a, et. seq., as amended from time to time.

ARTICLE 7  
Hiring Of Professional Staff

- A. A Professional Staff Member, upon entering the Colchester School System, shall receive full teaching credit on the salary plan for any previous teaching experience in any state certified public, private, or federal military school system.
- B. Substitutes
  - 1. When an individual is hired as a substitute to cover one (1) position on a continuing basis for a single teacher for more than forty (40) days said substitute teacher shall be placed on the appropriate lane of the salary schedule and the appropriate step, to a maximum of Step Four, all in accordance with Article 30 (Placement on the Salary Plan) of the contract, and shall receive all other contract benefits excluding those found in the following Articles: Article 11 (Promotions and Transfers), Article 15 (Personal Days), Article 16 (Professional Days), Article 17 (Sick Leave), Article 18 (Maternity Leave), Article 19 (Paternity Leave), Article 20 (Authorized Leave), Article 21 (Sabbatical Leave), Article 22 (Jury Duty), Article 26 (Teacher Protection), Section B only, Article 27 (Severance Pay), Article 28 (Continuing Development), Article 31 (Insurance) and Article 36 (Layoff and Recall). During this period absences will not count as a break in continuous employment toward the completion of forty (40) days.
  - 2. No later than the one-hundred twenty-first (121st) consecutive day, said teacher shall be paid in accordance with Article 29 (Placement on the Salary Plan) and shall be entitled to all contract benefits, including insurance benefits. Coverage for such insurance benefits shall be instituted as soon as practicable in accordance with the terms of the carriers and administrators of the insurance plan.
  - 3. "Days" for this Article and section only shall mean actual days that the substitute is covering the class.

ARTICLE 8  
Teacher Duties

- A. Professional staff shall be at their assigned stations at a specified number of minutes before the start of the school day. Teachers shall remain in the building a specified number of minutes after the close of school for consultation with parents, teachers and administrators who have made prior appointments and to provide extra help for those students seeking such help. Professional responsibility dictates that teachers shall make themselves available to meet the needs of their students. Except as consistent with professional responsibility, at no school will the total number of scheduled minutes before and after school exceed thirty-five (35) minutes. The distribution of these minutes shall be determined by the administration at each school. The work day shall also include the time necessary for the fulfillment of supervisory and detention duties consistent in extent with established practice, provided that teachers on bus duty shall remain on bus duty until the last bus has left. Upon request of either party, there shall be further discussion of late bus issues.
- B. Teachers leaving the building during the day must notify the principal or his/her designee and must be cleared in accordance with a sign-out procedure established by the building principal of each school, which shall include the following information:
  - 1. Name of teacher;
  - 2. Time and date of departure; and
  - 3. Time of return.
- C. All requests for formal release from contractual obligations during the months of July and August must be made in writing to the Superintendent of Schools.
- D. Requests for leave, made after the close of the school year, with the exception of sick leave, or release from contractual obligations shall be made prior to August 1.
- E. Prior to scheduling professional development activities which teachers are required to attend outside the student work day, the Board shall consult with the Federation. Such consultation shall be without prejudice to any rights the Federation or the Board may otherwise have under Connecticut General Statutes §10-153d or §10-153f(e).

- F. Professional staff may be required to attend between one (1) and three (3) evening meetings per year.
- G. Professional staff may be required to attend between two (2) and four (4) faculty meetings per month, for a total time of between fifteen (15) and thirty (30) hours annually outside the regular workday.

ARTICLE 9  
Teacher Programming

- A. Teachers (Grades 6-12) shall not be required to teach more than three (3) subjects nor make more than three (3) teaching preparations within said subjects at any time. Should revisions in the curriculum necessitate changes in the above, the Board will negotiate the impact of such changes with the Federation. In areas where the enforcement of this paragraph would result in the elimination of (a) program(s), any bargaining unit member who agrees to teach a subject requiring a fourth (4th) preparation shall not be assigned a homeroom. Assignment to the mentor/advisory program during the homeroom period shall not be considered a teaching assignment or teaching preparation.
- B. Teachers (Grades 6-8) shall be assigned five (5) teaching periods, two (2) administrative periods (which may include a team planning period, and one (1) preparation period per teaching day). Teachers (Grades 9-12) shall be assigned five (5) teaching periods, two (2) administrative preparation periods per teaching cycle. Should changes in the curriculum necessitate changes in the above, the Board will negotiate the impact of such changes with the Federation. In long range assignments, an individual teacher, if he/she desires, may substitute a teaching period for the administrative period and shall not be assigned a homeroom and/or extra duties.
- C. Teachers should be notified in writing of their tentative program assignments for the coming year, including the school to which they will be assigned, the grade and subjects they will teach, on or before June 1. In the event of an unanticipated change in staff, including the resignation, termination or death of an employee, during the summer months, every attempt to the extent possible will be made to notify those teachers whose schedule will change as a result. Notification is to be made in writing as soon as the change occurs. Those teachers involved shall be given the opportunity to meet with the principal for possible readjustment of their schedules.
- D. In arranging schedules for teachers who serve more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Such professional staff

shall be notified of any changes in their schedule as soon as practicable. Such teacher shall receive compensation at a rate equal to the IRS tax deduction allowance as documented unless transportation is provided.

- E. On full session days, all teachers shall have at least one (1) preparation period per day.
- F. Preparation periods are those periods which the teacher uses to fulfill his/her responsibilities to his/her classes.
- G. All teachers shall have an uninterrupted duty-free lunch period at least the same length as the students.
- H. In scheduling teachers who use more than one (1) teaching station, effort will be made to minimize the number of rooms teachers shall be required to use.
- I. Part-time teachers employed by the Board shall share in all the duties and responsibilities as provided for in this Agreement on a pro-rata basis. Part-time teachers employed by the Board will attend all opening of school meetings and all professional development programs. In scheduling part-time teachers, every reasonable effort shall be made to schedule the teaching periods contiguously.
- J. Should the Board restructure the student day, the Board shall provide written notice of the proposed restructuring, and within thirty (30) days the Federation may demand to bargain the impact of such restructuring. Should the Federation demand to bargain, the Board agrees to negotiate the impact in accordance with Connecticut General Statutes, § 10-153f(e).

#### ARTICLE 10

##### Relief From Non-Teaching Duties

The only programs for which teachers will be required to collect monies are those sponsored by the Board, or undertaken at the teacher's initiative and with Board approval. Such collections shall not exceed two (2) per school year and shall continue no longer than one (1) week per collection. The Board shall hold teachers free and harmless from any liability in handling such monies or from clerical errors resulting from the collection of such monies.

## ARTICLE 11

### Promotions And Transfers

- A. Notice of all teaching, administration and co-curricular duty (Appendix B) vacancies occurring during the school year shall be posted at all schools and on the district website no less than five (5) school days prior to the closing date of applications. Initial notices must be posted within the school system on the faculty room bulletin boards. In the event that such opportunities arise outside the school term, the Superintendent shall publicize such notices on the district website and through weekly emails no less than five (5) calendar days prior to the closing date of applications.
- B. The notice of an opening or vacancy shall include the qualifications, requirements, duties, salary range and other pertinent information about the position in question as determined by the Superintendent.
- C. Teachers who wish to apply for such opening shall file an application ~~with the~~ electronically in accordance with district procedures before the closing date of application.
- D. The administration shall fill the vacant position(s) with the most qualified candidate(s).
- E. Upon request from the Federation President, the Federation will be given a listing of all transfers known by the Superintendent. With prior consultation with the successful candidate and the Federation, to avoid disruption to educational programs, the Superintendent may defer implementation of any transfer granted under this article until the beginning of the following school year.
- F. Whenever it becomes necessary to transfer teachers, such transfers shall be made in the following manner:
  - 1. **Voluntary Transfer:** If there are teachers who wish to be transferred, the Superintendent will give preference on the basis of:
    - a. What will result in the best educational program for the Colchester Public School children.
    - b. Qualifications for the position established by the Board of Education.
    - c. Seniority in the Colchester School System.

2. **Involuntary Transfer:** If teachers are to be transferred involuntarily, the Superintendent will make such transfers on the basis of:
  - a. What will result in the best educational program for the Colchester Public School children.
  - b. Qualifications established by the Board of Education.
  - c. Seniority in the Colchester School System.

## ARTICLE 12

### Teacher and Federation Rights

- A. The Board agrees to furnish a copy of this contract to each employee.
- B. There shall be made available to the Federation, upon written request, any and all information, statistics and records which the Federation may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this contract, to the extent to which such material is readily available or is reasonably obtainable, and access is permitted by law.
- C. A copy of the public agenda of all Board of Education meetings shall be posted on the district's website.
- D. The Federation President shall receive twenty-five (25) copies of the teacher contract upon execution. The Board shall post the teachers' contract on the district website. Each teacher shall receive a copy of the contract upon hire.
- E. A copy of the official minutes of the Board will posted on the district's website.
- F. Written reprimands and/or suspensions without pay of certified staff members shall be imposed only for just cause. Such teachers shall be notified in writing when any reprimands are placed in his/her personnel file. The teacher may challenge the just cause of the reprimand by filing a grievance in accordance with the grievance procedure (Article 5).
- G. In the event a principal or other administrator desires to discuss with an employee matters which may affect his/her position in respect to discharge, resignation or demotion, the employee may request to have a Federation Representative present at such conference. In the event that an employee attends the conference without such a Representative, he/she may request a Representative at any point during the meeting, and the meeting shall be rescheduled to allow for the presence of the Federation Representative. In the event the employee desires to have a

Federation Representative present, it is understood that the conference may be scheduled so as not to interfere with the academic activities of the Federation Representative. ("Demotion" shall not be interpreted to mean the movement of a teacher from one grade level to another.)

- H. All teachers who are not members of the Colchester Federation of Teachers shall be required to pay an agency fee to the Colchester Federation of Teachers not more than its dues. The agency fee shall be deducted from paychecks in the same manner in which dues are deducted. The Federation shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other cost which may arise out of, or be by reason of, the administration or enforcement of the provisions of this section.

### ARTICLE 13 Teacher Facilities

The Board and Federation agree that each school shall have the following facilities to the extent possible:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room, which shall include a telephone, to be used as a faculty lounge; said room to be in addition to one aforementioned work area.
- D. Well-lighted and clean teacher rest room, with separate facilities for men and women.
- E. Parking space of adequate portion and convenient location at each school.
- F. Each teacher shall have the right to possess a key to his/her classroom and staff lavatory facilities.
- G. Adequate teaching facilities and equipment for teachers without a permanent room must be provided.
- H. Each teacher must be provided with a desk and a file cabinet with a lock.

ARTICLE 14  
Personnel Files And Evaluations

- A. Teachers shall be given a copy of any evaluation report prepared by their supervisor and they shall have the opportunity to discuss any evaluation reports with their supervisors.

B. Teacher's Right To Answer Personnel Material

The Teacher shall have the right to file an answer to any evaluation and/or other material placed in his/her file. Such answer shall be attached to the file copy.

C. Teacher's Right Of Access To Personnel File

Pursuant to Section 10-151 of the Connecticut General Statutes, each professional employee certified by the State Board of Education and employed by the Board shall be entitled to knowledge of and access to supervisory records and reports of competence, personal character and efficiency maintained in his/her personnel file with reference to evaluation of his/her performance by the Board. It is understood that the above will take place in the presence of the Superintendent or his/her appointed representative.

D. Copy Of Personnel Material Furnished To Teacher

In order to effect compliance with Section A, B, and C of this Article, the Board agrees that each teacher shall be furnished a copy of any material of an evaluatory nature that the Board intends to use in the evaluation of the teacher's competence, personal character and/or efficiency upon the teacher's written request. It is understood that confidential or pre-employment references are not to be included in the teacher's evaluation file. No such material of an evaluatory nature, other than for which have been furnished to the teacher, shall be placed in the teacher's file. No materials shall be used to evaluate a teacher's performance that have not been made available or shown to the teacher.

E. Confidential Treatment Of Personnel Files

The Board shall continue its policy of treating personnel files with the highest degree of confidentiality. To that end, no person other than the principal, superintendent or his/her designee, persons entitled by law to such access, or the Board shall have access to such files without the written consent of the teacher.

- F. If any employee requests a letter of recommendation from the administrator or his/her supervisor, and the administrator or supervisor agrees to write one, a



copy of the letter shall be placed in his/her personnel file upon the teacher's request.

ARTICLE 15  
Personal Days

- A. Funeral Leave. A leave of absence not to exceed three (3) days immediately following the date of death shall be granted to members of the bargaining unit whose spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild dies. Such leave shall be with pay.
- B. Full-time members of the bargaining unit will be allowed a maximum of six (6) personal days without loss of pay per year. Members of the bargaining unit employed less than full-time will be allowed a prorated maximum number of personal days without loss of pay per year. It is understood that all six (6) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed outside the teaching day. The reasons for which personal days are granted are:
  - 1. A death of a close friend or a relative other than those individuals listed in Section A;
  - 2. An emergency which arises over which the teacher has no control;
  - 3. Legal business;
  - 4. Wedding/ civil union ceremony within the teacher's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;
  - 5. Religious holidays;
  - 6. Graduation ceremonies of the teacher, spouse, parent, child or grandchild; and
  - 7. Up to one (1) day for which no specific reason is required to be given.
- C. When a teacher notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Section B above, the day is being taken, and for leave under paragraph 2 above (emergency situations) shall describe the specific circumstances that cause the absence to be a matter of pressing personal need that cannot otherwise legitimately be performed outside the teaching day.

- D. Except in cases of emergency, notice shall be given to the building principal as far in advance as possible but in any event at least seven (7) days in advance. In cases of emergency, such notice shall be given as soon as possible once the teacher is aware of the need for such leave.
- E. All personal days, including Funeral Leave, shall not exceed six (6) days per year.
- F. The Superintendent, in his/her discretion, may grant additional leave under this section under extenuating circumstances.
- G. In order to help ensure continuity of instruction of classes, personal leave shall not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period.

#### ARTICLE 16 Professional Days

- A. Each teacher shall be allowed time for planned professional growth with the approval of the administration, without loss of salary.
- B. Request for such leave shall be made at least three (3) days in advance of a planned professional day.
- C. The Board of Education shall reimburse registration fees for professional development workshops if approved by the Superintendent or his/her designee as being in the best interest of the Colchester Public Schools.

#### ARTICLE 17 Sick Leave

- A. Any employee serving on a regular full-time contractual basis during a ten-month period of any one (1) school year shall be entitled to eighteen (18) days sick leave in any given year. Any employee serving on less than a full-time basis during a ten-month period of any one (1) school year shall be entitled to a prorated amount of sick leave. Should it become necessary for an employee to break his/her contract, it is understood that no part of his/her sick leave shall be included in the thirty (30) day period prior to the termination of said contract, except by approval of the Superintendent.
- B. Any unused sick days in a given year shall accumulate year by year until a maximum equal to the teacher's work year is reached. If extenuating

circumstances should occur, a request for additional sick leave shall be considered.

- C. Any employee hired on a full-time contractual basis (not per diem substitutes) on or after October 1st of any given year will be granted sick leave, the number of days to be proportioned to the balance of the school year covered by the contract. Any unused sick leave accumulated in such year shall be cumulative to a maximum equal to the teacher's work year, provided the employee is rehired.
- D. The accumulated sick leave of any employee who is on authorized leave shall remain intact, and upon the return of said employee the following school year, shall again begin to accrue toward the maximum which is allowed.
- E. Justification of excessive absenteeism may be verified by the building principal. The principal may require a medical certificate after five (5) consecutive days of absence or when circumstances otherwise reasonably justify the request.
- F. Sick leave under this provision may be used for medical appointments that must be scheduled during the teaching day. No more than twelve (12) sick leave days per year may be used for the care of a member of the immediate family.

#### ARTICLE 18 Maternity Leave

- A. Maternity Leave shall be granted by the Board of Education, and the teacher may use accumulated sick leave for disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. This leave shall take precedent over the Family and Medical Leave Act, but shall be designated as leave taken under FMLA, and shall be counted against the employee's entitlement to leave under such Act.
- B. The length of leave shall be a matter for the determination of the teacher and her physician, subject to review upon request by an impartial physician designated by the Board. In order to ensure continuity of the educational process, the teacher shall notify the Board at least thirty (30) days before the estimated time of the commencement of the leave, as well as the estimated time of the duration of the leave. The length of the leave, as well as the date of commencement, may be changed by the teacher after consultation with her physician, subject to review upon request by an impartial physician designated by the Board. The cost of the impartial physician shall be borne by the Board.
- C. The availability of extensions of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary

disability insurance shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other disabilities.

ARTICLE 19  
Paternity Leave

All teachers, who because of reasons of paternity, request one (1) week's leave of absence, shall be given such leave with full pay for the first day and insurance benefits, and for the remaining days full pay and insurance benefits, minus the cost of the substitute, commencing when requested. This leave shall take precedent over the Family and Medical Leave Act, but shall be designated as leave taken under FMLA, and shall be counted against the employee's entitlement to leave under such Act.

ARTICLE 20  
Authorized Leave

- A. The Board of Education may authorize a leave of absence without pay for reasons such as:
1. Graduate study - one (1) year for the study related to the subject matter to be taught as an employee of the Colchester Board of Education. Evidence of course work completed shall be submitted to the Superintendent as requested.
  2. Meeting legal requirements for the adoption of a child - one (1) year.
  3. Military service - minimum legal requirement.
  4. Federation business - two (2) years.
  5. Child-rearing leave - one (1) year.
- B. Persons on leave shall be given the option of continuing their insurance benefits at their own expense. By March 1, the Superintendent shall mail to employees whose leave expires at the end of the school year notification of the expiration of leave. Such employee must notify the Superintendent in writing of his/her intent to return by April 1 of that school year. Failure to provide such written notification by such date shall be considered a resignation of employment. At the expiration of the approved leave, the teacher shall be restored to his or her former position or another position within his/her certification area to the extent possible

ARTICLE 21  
Sabbatical Leave

- A. Sabbatical leave may be granted for programs of study, research, travel, or professional improvement. It is understood that such leave is not granted as a reward for work previously performed, but rather as an opportunity to prepare for improved services in the schools of Colchester.
- B. A sabbatical leave of absence may be granted to teachers of the Colchester Public School System subject to the approval of the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
- C. An applicant may be asked to appear in person before the Board for an explanation of his/her plans.
- D. Applications for leaves for the next school year must be in the Superintendent's Office by no later than the first school day of the preceding November.
- E. Applicants must have completed a minimum of seven (7) consecutive years of service in the Colchester Schools.
- F. Applications shall be considered in order of date received. Seniority in the Colchester Schools shall be given preference when other factors benefiting the Colchester Schools are equal.
- G. The number of employees on sabbatical leave at any one time shall be limited to one (1).
- H. Sabbatical leaves may be combined with programs of study or research which are financed by outside non-commercial agencies such as universities or foundations.
- I. Qualified staff members may be permitted to request a sabbatical leave for one (1) or two (2) semesters during a school year.
- J. The portion of a regular salary paid while on leave shall be fifty percent (50%) plus eight hundred fifty dollars (\$850.00) for every dependent recognized by the Internal Revenue Service. The Board will continue to pay for insurance benefits.
- K. A teacher on sabbatical leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. A teacher shall not be

considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent.

- L. At the expiration of a sabbatical leave, the teacher shall be restored to his/her position or to a position with like nature, seniority, fringe benefits and pay provided that the teacher remains eligible for reinstatement under other rules and regulations of the Board.
- M. It is understood that any teacher who has been granted a sabbatical leave shall sign a two (2) year return agreement and is financially obligated for all amounts paid on his/her behalf (including wages and fringe benefits) during the sabbatical leave. Half of this amount is cancelled after return, and the remaining half is cancelled after completion of the second year.

#### ARTICLE 22

##### Jury Duty

Any teacher who is called for jury duty shall notify the Superintendent by the end of the next work day following receipt of notification of prospective jury duty. Such employees shall seek to be excused during the school year, and, if not, receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The staff member shall receive no deduction in salary. The jury fee shall be deposited with the Superintendent for transfer to the General Fund.

#### ARTICLE 23

##### Class Size

- A. The determination of class size for purposes of this Article shall be made as of October 1, or the first school day thereafter, of each school year. The Board of Education agrees, to the goals:
  - 1. No regular academic class (Grades K-2) shall exceed twenty-three (23) students.
  - 2. No regular academic class (Grade 3, 4, 5) shall exceed twenty-six (26) students.
  - 3. The aggregate student load for any academic teacher in Grades 6-8 shall not exceed one hundred thirty (130) students, and for any academic teacher in Grades 9-12 shall not exceed one hundred thirty-five (135) students, provided that no individual class shall exceed thirty (30) students.

4. If, due to the unavailability of space to permit scheduling an additional class or classes in order to reduce class size, it becomes necessary to assign a teacher to a class which exceeds the numbers listed above, the principal shall stipulate the reason in writing to the Superintendent of Schools. The Superintendent shall send a copy of the principal's stipulation to the Federation President.
- B. The class size of instructional areas including, physical education, art, family and consumer science, technology education, world language, computer lab and music education, as well as laboratories including biology, chemistry, physics, reading, and foods shall be limited to the physical facilities available, the nature of the instructional activity and the number of students that can be instructed safely.
- C. Study halls shall be limited to fifty (50) students per teacher, but at no time shall there be more students than there are student stations.
- D. The Board and the Federation recognize the need for adequate counseling services and, with due regard for financial resources, acknowledge the goals set forth in the following ratios:
  1. Grades 6 - 8 .....500-1
  2. Grades 9 - 12 ....250-1

#### ARTICLE 24 Payroll Deductions

- A. The Board agrees to provide payroll deductions for professional organizations as said professional staff members individually and voluntarily authorize said deduction. The deductions will be transmitted to an individual designated by the President of the organization.
- B. All teachers' annuities beginning with the contract period shall be required to have a common anniversary date of January 1st.
- C. The Board further agrees to provide payroll deductions for optional teacher retirement for those teachers filing a form indicating they wish the same no later than August 15th, or if hired at a later date, within thirty (30) days of employment.
- D. Upon payment of any of the above named deductions, the Board shall be held free and harmless from any liability in handling such deductions and may require a release from the designated teacher organization.

- E. Teachers shall be paid bi-weekly on Fridays, through electronic direct deposit to the financial institution of their choice. Teachers may elect to be paid in 22 (10 months) or 26 (12 months) payments, with such election to be made in writing at the beginning of each school year. Teachers will receive their first paycheck on the first regularly scheduled payday. If school ends before the last regularly scheduled payday, teachers will receive their last check on the last work day of the year. Such paychecks shall be of as near equal size as possible after deductions. Teachers who elect the twenty-six (26) payment option shall receive one check for the summer pay periods.

#### ARTICLE 25

##### Work Year

- A. The teacher work year will be based upon one hundred eighty-one (181) full or partial days of student attendance plus one (1) full day prior to the opening of school and four (4) full days to be used for Board directed Professional Development.
- B. The administration may assign guidance counselors additional work days beyond the regular work year. Any such days assigned by the administration shall be paid per diem for each such full day assigned, payable on the next payroll date following the completion of the days assigned. Guidance counselors may be assigned by the administration to up to twenty (20) days beyond the regular work year (based on building needs), but in no event will a guidance counselor be assigned to work more than twenty (20) additional full workdays beyond the regular work year without his/her consent.

#### ARTICLE 26

##### Teacher Protection

- A. The Board will protect and save harmless any teacher from any financial loss and expense, including legal fees and costs, arising out of any claim, demand, suit or judgment as provided by Connecticut General Statutes § 10-235, as amended from time to time. This section is for informational purposes only.
- B. Whenever a teacher is absent from school as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of such absence, up to a maximum of one (1) year. No part of such absence shall be charged to the teacher's annual or accumulated sick leave.



- C. Teachers are not normally insured against loss or damage to personal property incurred while in the performance of their job duties. However, if a teacher obtains prior approval from the Superintendent of Schools for the use of personal property for instructional purposes, the Board shall insure the teacher for loss or damage to such personal property incurred while in the performance of duty, in excess of amounts covered by the teacher's own insurance. The Board shall not duplicate payments made by the teacher's personal insurance.
- D. Teachers shall be protected in accordance with Connecticut General Statutes §10-236a. This section is for informational purposes only. A copy of all assault reports filed with the State Department of Education shall be sent to the Federation President. Any teacher who has reported an assault shall have the right to meet with the building principal to discuss any disciplinary action taken.

#### ARTICLE 27 Severance Pay

Certified professional employees who have served a minimum of fifteen (15) years of consecutive service in the system, upon retirement (i.e. filing with the TRB for retirement benefits) or death, but not resignation, shall receive payment for twenty-seven percent (27%) of all accumulated unused Sick Leave days based on salary at the time of severance. To be eligible for this payment, teachers must give written notification by October 1 of intent to retire. If the teacher does not retire at that time, he/she will not receive payment for accumulated sick leave then or at any time in the future, unless the Superintendent determines that major life changes create extenuating circumstances that justify excusing compliance with the announced retirement, which determination shall not be unreasonable. Retiring teachers shall receive this retirement benefit during the first payroll period for employees in the fiscal year following retirement.

#### ARTICLE 28 Continuing Development

- A. Teachers will be given an opportunity to participate in the development of curriculum materials. Reimbursement for this service shall be in accordance with Appendix B, #3 (Other).
- B. With the approval of the Superintendent, and not subject to the grievance procedure, the Board of Education will reimburse teachers for up to six (6) credit hours of course work per fiscal year. The Board must be given prior notice of intention to take credit courses by November 1 of the previous fiscal year. To be eligible for course credit reimbursement, a teacher must be on the MA or above salary schedule and obtain a B average or better in said course. Payment shall not exceed one hundred dollars (\$100.00) per credit.

- C. Classroom teachers who successfully complete all requirements for National Board Certification shall be reimbursed for out-of-pocket expenses for application fees and related expenses in an amount not to exceed \$2,000.

#### ARTICLE 29

##### Placement On The Salary Schedule

- A. All teachers' contracts shall be in accord with the salary plan taking into consideration the following:
1. Degree status as defined in this Contract.
  2. Full credit for previous teaching experience in public, private and military schools. Intermittent or short term substitute service will not be credited as previous teaching experience.
  3. Credit for teaching in the Peace Corps and Vista as long as such teaching service is comparable to teaching performed in the Colchester Public Schools as determined by the Superintendent. Credit may be given for other experience as determined by the Superintendent to be relevant to the teacher's assignment in accordance with Article 29 (Placement on the Salary Schedule) up to Step 6.
  4. Credited experience for placement on the salary plan means teaching experience in Colchester or approved experiences elsewhere. In the case of a partial year of teaching, one-half year or more is credited as one (1) year; less than one-half year will receive no credit.
- B. Any teacher who qualifies shall be placed on the appropriate step of the BA+15, MA+15, 6th Year+15 or Doctorate salary tracks, in accordance with Section A. Such placement shall occur on the July 1 after the teacher meets the standards set forth in Article 31 below, on the condition that on or before November 1 of the prior fiscal year the teacher notifies the Superintendent in writing of the intention to complete coursework that will advance him/her on the salary schedule. Should such written notification be provided after November 1, the placement will occur on July 1 of the subsequent year (e.g., written notification in March 2007 shall result in change of status July 1, 2008).

ARTICLE 30  
Degree Definitions

- A. The salary plan listed in Appendix A of this contract shall be interpreted and applied in accordance with the following definitions:
1. Bachelor: A baccalaureate degree earned at an accredited college or university.
  2. BA + 15 Fifteen (15) hours credit beyond the Bachelor's Degree in a program leading toward the Master's Degree as defined below.
  3. Master: A master's degree earned at an accredited college or university or the completion of thirty (30) credits beyond the baccalaureate degree in a program approved by an accredited college or university or the Connecticut State Department of Education. Teachers hired after July 1, 1998, must complete a master's degree within five (5) years of completion of the thirty (30) credits in order to maintain placement at this salary step.
  4. MA + 15 Fifteen (15) hours credit beyond the Master's Degree in a program leading toward the Sixth Year as defined below.
  5. Sixth Year:
    - a. A sixth year certificate earned in an accredited college or university or the completion of thirty (30) credits beyond the master's degree (as defined in paragraph 3 above) in a program approved by an accredited college or university, or a second master's degree earned in an accredited college or university as approved by the Superintendent in advance.
    - b. Credits other than those in a planned program must be approved by the Superintendent to qualify for a sixth year increment. Teachers hired after July 1, 1998 must complete the sixth year planned program within five (5) years of receipt of the thirty (30) credits in order to maintain step placement at this level.

- c. A sixty (60) credit master's degree (*e.g.* social work) shall be defined as a sixth year.
  - 6. Sixth Year + 15: Fifteen (15) credits beyond the Sixth Year (as defined in paragraph 5 above) in a planned program approved by an accredited college or university or by the Superintendent of Schools.
  - 7. Doctorate: A doctorate degree earned at an accredited college or university. Accreditation must be by a nationally recognized accreditation authority. The additional compensation noted in Appendix A of this contract shall only be granted as long as the teacher is already on the Sixth Year + 15 salary lane. The doctorate must be in a planned program and only Ph.D.'s and EDD's are acceptable for additional compensation.
- B. Evidence of successful completion of graduate programs must be submitted prior to receiving advance placement on the salary schedule. Advance placement shall not be made retroactively.

### ARTICLE 32

#### Insurance Benefits

- A. The Board shall provide to all teachers hired on or before June 30, 2015, subject to the conditions herein stated, the following individual and dependent health insurance coverage, as determined by the teacher, with the features of the insurance plans outlined, herein below. Enrollment in the insurance plans shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the employee portion of such coverage to be paid by the employee through payroll deduction.
- 1. The Preferred Provider Organization ("PPO") Plan as outlined in summary form in Appendix C.
  - 2. The High Deductible Health Care ("HDHP") Plan as outlined in summary form in Appendix C.
  - 3. The insurance programs cited, hereinabove, are available to all teachers hired on or before June 30, 2015 whose teaching load is at least fifty percent (50%) that of a full-time teacher or who were employed prior to September 1, 1987. Teachers hired after September 1, 1987, whose

assigned time is less than fifty percent (50%), shall be eligible to participate at their own expense, provided that the Board shall pay a prorated amount of the Board's share of premiums.

- B. The Board shall provide to all teachers hired on or after July 1, 2015, subject to the conditions herein stated, the following individual and dependent health insurance coverage, as determined by the teacher, with the features of the insurance plan outlined below. Enrollment in the insurance plan shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with such coverage to be paid by the employee through payroll deduction.
  - 1. The High Deductible Health Care ("HDHP") Plan as outlined in summary form in Appendix C.
  - 2. The insurance program cited, hereinabove, is available to all teachers hired on or after July 1, 2015 whose teaching load is at least fifty percent (50%).
- C. The following premium cost-sharing provisions shall apply:
  - 1. Effective July 1, 2015, the employee shall pay twenty and one-half percent (20.5%) of the premium costs for the PPO plan by payroll deduction. Effective July 1, 2016, the employee shall pay twenty-one percent (21%) of the premium costs for the PPO Plan by payroll deduction.
  - 2. Effective July 1, 2015, the employee shall pay seventeen percent (17%) of the premium costs for the HDHP Plan by payroll deduction. Effective July 1, 2016, the employee shall pay nineteen percent (19%) of the premium costs for the HDHP Plan by payroll deduction.
- D. The following provisions shall apply to all teachers whose teaching load is at least fifty percent (50%):
  - 1. Fifty thousand dollars (\$50,000.00) Term Life Insurance, plus an equal amount of coverage for accidental death and dismemberment, for each teacher, and the Board shall pay the full premium for this insurance.
  - 2. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section C, hereinabove. Coverage is provided according to policy schedule:
    - a. Visual examination, including refractions.

b. Lens, including coverage for:

- (1) Single lenses
- (2) Bi-Focal lenses
- (3) Tri-Focal lenses
- (4) Contact lense(s)
- (5) Frames

3. The Board shall provide prescription drug coverage with family coverage for employees electing the PPO Plan through the applicable formulary, with employee co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) with mail order co-payment at twice the retail co-payment for a 90 day supply.

The Board shall provide prescription drug coverage with family coverage for employees electing the HDHP Plan through the applicable formulary, with employee retail co-payments of \$10/\$25/\$40 (generic/preferred brand/non-preferred brand) and mail order co-payments of \$20/\$50/\$80 (generic/preferred brand/non-preferred brand) for a 90 day supply. Prescription coverage shall be subject to the applicable HDHP deductible in the first instance.

4. The Board shall provide each member of the teachers' bargaining unit with family coverage, the following dental coverage with the same premium share as noted in Section C, hereinabove:
- a. The Blue Cross/Blue Shield FLEX Plan for Dental Care which shall not have any deductible (first dollar coverage) for diagnostic/preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
  - b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.
  - c. Payments are to be based on reasonable and customary charges.
  - d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty percent (80%) of reasonable and customary charges.

- e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty percent (60%) of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.
  - f. Insured/spouse and unmarried dependents to age 26. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students. The conditions set forth in this subsection shall not replace any conditions set forth under applicable state or federal law.
  - g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix C.
- E. All members of the teachers' bargaining unit who retire from teaching under the provisions of the General Statutes of the State of Connecticut shall be allowed to participate in health coverage offered to active teachers in accordance with law. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies.
- F. The Board may substitute insurance carriers as it deems fit so long as the new carrier provides reasonably comparable coverage and administration. Network equivalence shall not be a factor in considering reasonably comparable coverage and administration if the disruption in doctor utilization (by visit) is fifteen percent (15%) or less. The agreement of the Federation must be obtained in writing before a carrier is changed by the Board. The agreement of the Federation shall not be unreasonably withheld. Disputes as to comparability are to be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.
- G. Any employee who elects to waive medical insurance benefits will receive a cash settlement as follows:
  - 1. Individual - five hundred thirty-five dollars (\$535.00);
  - 2. One/One - one thousand one hundred thirty dollars (\$1,130.00); and
  - 3. Family - one thousand five hundred dollars (\$1,500.00).
  - 4. This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an

employee, an employee shall still enjoy the benefits found in Section A, paragraph 4 of this Article. Subject to the rules and regulations of the Internal Revenue Service and the Section 125 Plan, where a change in a teacher's status prompts the teacher to resume Board provided insurance coverage, the prior written waiver may, following written request to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carrier administering the Board's insurance plan.

5. The Board reserves the right to publicize and/ or enhance the waiver option at any time.
- H. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation or any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

## ARTICLE 32

### Salaries

The salary schedules for 2015-2016 and 2016-2017 are attached hereto as Appendix A. New salary schedules will be implemented at the start of the respective school year, not the fiscal year.

## ARTICLE 33

### Contracts

The Board will use the Teacher's Initial Contract, Long Term Contract and Annual Salary Agreement Forms, as amended from time to time, in accordance with statute.



#### ARTICLE 34

##### Amendment

- A. This contract contains the full and complete agreement between the Board and the Federation, except as noted below.
- B. Negotiations with respect to salary for any new or revised position(s) within the bargaining unit shall be initiated at the written request of either party.
- C. This contract may be amended or modified by mutual written agreement of the parties.
- D. With regard to matters not covered by this contract, the Board agrees to make no changes in existing policy affecting salaries or other conditions of employment without prior consultation with the Federation.

#### ARTICLE 35

##### Savings Clause

- A. If any provision of this contract is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to consultation and negotiation with the Federation.
- B. In the event that any provision of this contract is, or shall at any time be contrary to law, all other provisions of this contract shall continue in effect.

#### ARTICLE 36

##### Layoff and Recall

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

In the event that it becomes necessary to reduce the teaching staff, the following procedure shall be followed in identifying the teacher whose contract is to be terminated:

- 1. Non-tenured teachers in the affected certification areas shall be terminated before tenured teachers on a system-wide basis.

2. Among tenured teachers in the affected certification area(s), the least senior teacher within the following categories shall be terminated:
    - a. Elementary (Kindergarten through Fifth Grade)
    - b. Middle (Sixth Grade through Eighth Grade)
    - c. Secondary (Ninth Grade through Twelfth Grade) within the department in which the position is eliminated.
    - d. K-12 certified positions (e.g., speech and language pathologist, social worker, school psychologist, special education teacher, reading specialist, physical education teacher, music teacher, art teacher)
  3. A teacher who would otherwise be terminated from one of the four categories set forth above shall be entitled to displace a less senior teacher at another level if the teacher is certified and qualified for said position.
- B. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in §10-151 et seq. of the Connecticut General Statutes as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.
- C. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for five (5) years provided such teacher does not refuse a reappointment and provided such teacher applies in writing by certified or registered mail for retention of his/her name on said list on or before June first of each year subsequent to his/her termination.
- D. No new employee shall be hired to fill a position for which an employee on the reappointment list is certified or immediately certifiable. In cases where more than one (1) employee on the reappointment list is certified or immediately certifiable for a particular position to be filled, seniority shall be the determining factor in the recall process.
- E. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he/she remains on the reappointment list. However, an employee who is re-appointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where

they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

- F. Seniority shall be the determining factor in layoffs.
- G. The provisions of this Article shall not apply to holders of durational shortage area permits, who are employees at will.

### ARTICLE 37

#### Definitions

- A. The following definitions shall apply to this contract:
  - 1. Board: The Board of Education of the Town of Colchester.
  - 2. Federation: The Colchester Federation of Teachers, AFT Local #1827, AFT-Connecticut, AFL-CIO
  - 3. Administration: The Superintendent of Schools and all personnel serving in positions requiring intermediate certification.
  - 4. Teacher: Any employee of the Board serving in a position requiring teaching or special service certificate.
  - 5. School: Any work location to which a member of the bargaining unit is assigned.
  - 6. Teachers' Bargaining Unit: All employees designated as members of the unit as defined by Section 10-153b(a)(2) of the Connecticut General Statutes.
  - 7. Teachers' Bargaining Agent: The Collective bargaining agent chosen pursuant to Section 10-153b(c) of the Connecticut General Statutes.
  - 8. Seniority: Continuing employment by the Board in accordance with the teacher's original hiring date. Seniority shall not be interrupted by Board approved leaves of absence.
  - 9. Athletic Director: The Director of Athletics.
  - 10. Increment: Vertical and/or horizontal movement on the Salary Plan.

11. Form: Any one of the forms included in the appendices.

12. Days: A twenty-four (24) hour period.

B. Whenever the singular is used in this contract, it is to include the plural.

#### ARTICLE 38

##### Duration of Contract

This contract is the result of collective bargaining between the Board of Education and the Colchester Federation of Teachers which has been conducted under the requirements and directions of the Connecticut General Statutes. The contract shall be effective as of July 1, 2015 and shall remain in full force and effect through June 30, 2017. The provisions of this contract supersede all conflicting policies and directives of the Board and may be changed only through mutual written agreement.

#### ARTICLE 39

##### Holdover

A. In the event that the Board and the Federation shall fail to secure a successor contract prior to the termination of this contract, the Board and the Federation agree that all of the terms and conditions of this contract shall remain in effect and be binding on both parties until a successor contract has been negotiated and is operable.

B. The parties agree that negotiations for a successor contract shall begin in accordance with statute. Any agreement so negotiated shall apply to all members of the teachers' bargaining unit and shall be reduced to writing and signed by the parties.

DATED: 2/6/15, 2014

Ronald Goldstein  
Ronald Goldstein, Chairman  
Colchester Board of Education

Martin J. Arger  
Witness

DATED: 2/6/15, 2014

Frank Gionfriddo  
Frank Gionfriddo, President  
Colchester Federation of Teachers

Whorls  
Witness

\* Re-exercised to correct Table of Contents

## APPENDIX A

### SALARY SCHEDULE FOR 2015-2016

STEP	BA	BA+15	MA	MA+15	6th Year	6th Yr+15
1	42,808	43,515	44,219	44,924	45,629	46,334
2	43,057	43,750	44,446	45,142	45,838	46,532
3	43,940	44,625	45,308	45,995	46,681	47,364
4	44,969	45,641	46,319	46,992	47,670	48,344
5	46,107	46,772	47,436	48,104	48,772	49,435
6	47,704	48,360	49,014	49,674	50,328	50,987
7	49,309	50,068	50,706	51,316	51,924	52,538
8	51,650	53,764	54,514	55,108	55,702	56,301
9	53,911	56,080	58,197	58,776	59,354	59,938
10	54,870	58,406	62,632	63,227	63,820	64,422
11	56,930	61,276	66,717	67,338	67,956	68,586
12	62,036	67,134	73,628	74,306	74,981	75,670
13	67,142	72,992	80,537	81,274	82,004	82,753

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.  
 Teachers shall NOT move one (1) step on the salary schedule during 2015-2016.

### SALARY SCHEDULE FOR 2016-2017

STEP	BA	BA+15	MA	MA+15	6th Year	6th Yr+15
1	43,236	43,950	44,661	45,373	46,085	46,797
2	43,488	44,188	44,890	45,593	46,296	46,997
3	44,379	45,071	45,761	46,455	47,148	47,838
4	45,419	46,097	46,782	47,462	48,147	48,827
5	46,568	47,240	47,910	48,585	49,260	49,929
6	48,181	48,844	49,504	50,171	50,831	51,497
7	49,802	50,569	51,213	51,829	52,443	53,063
8	52,167	54,302	55,059	55,659	56,259	56,864
9	54,450	56,641	58,779	59,364	59,948	60,537
10	55,419	58,990	63,258	63,859	64,458	65,066
11	57,499	61,889	67,384	68,011	68,636	69,272
12	62,656	67,805	74,364	75,049	75,731	76,427
13	67,813	73,722	81,342	82,087	82,824	83,581

Doctorate: One thousand dollars (\$1,000.00) above the Sixth Year+15 salary lane.  
 Teachers not on the maximum step shall move one (1) step on the salary schedule during 2016-2017.

### LONGEVITY PAYMENTS

- A. A teacher in his/her sixteenth (16th) or seventeenth (17th) year of continuous service in Colchester shall receive a longevity payment of one hundred fifty-six dollars (\$156.00).
- B. A teacher in his/her eighteenth (18th) or nineteenth (19th) year of continuous service in Colchester shall receive a longevity payment of two hundred ninety dollars (\$290.00).
- C. A teacher in his/her twentieth (20th) or twenty-first (21st) year of continuous service in Colchester shall receive a longevity payment of four hundred ten dollars (\$410.00).
- D. A teacher who has more than twenty-one (21) years of continuous service in Colchester shall receive a longevity payment of five hundred twenty dollars (\$520.00).
- E. A teacher who has more than twenty-five (25) years of continuous service in Colchester shall receive a longevity payment of seven hundred fifty dollars (\$750.00).
- F. Leaves of absence approved by the Board shall count as year(s) of service and shall not be viewed as breaks in the continuity of service.

APPENDIX B  
CO-CURRICULAR DUTIES

For Sections 1 and 2 and that which addresses clubs not identified, dollar amounts shall be computed by applying the percentages indicated to the following base salary:

**2015-2016, 2016-2017:** \$ 37,780

1. <u>Physical Education Positions</u>	<u>Years of Experience</u>		
	<u>1-3</u>	<u>4-6</u>	<u>7-10</u>
Athletic Director (Bacon Academy)	18	19	20
Soccer Coach (boys/girls)**	9	10	11
Assistant Soccer Coach (boys)	7	8	9
Cross Country Coach	8	9	10
Assistant Cross Country Coach	6	7	8
Varsity Football Coach (including spring football)	11.75	12.75	13.75
Assistant Football Coach (including spring football)	9	10	11
JV Football Coach (including spring football)	7	8	9
Varsity Volleyball Coach	9	10	11
JV Volleyball Coach	7	8	9
Basketball Coach (boys/girls)**	10	11	12
Assistant Basketball Coach (boys/girls)**	8	9	10
Freshman Basketball Coach (boys/girls)	6	7	8
Wrestling Coach	10	11	12
Assistant Wrestling Coach	8	9	10
Baseball Coach	10	11	12
JV Baseball Coach	8	9	10
Softball Coach (girls)	10	11	12
Track & Field Coach (boys/girls)**	10	11	12
Assistant Track & Field Coach (boys/girls)**	8	9	10
Indoor Track & Field (boys/girls)	10	11	12
Cheerleading Coach (BA)	8	9	10
JV Soccer (boys/girls)**	7	8	9
JV Softball	7	8	9
Golf Coach (BA)	6	7	8
Tennis Coach (BA)	6	7	8
Assistant Cheerleading/Coach (BA)	6	7	8
WJMS Athletics			
Athletic Coordinator	5.5	6.5	7.5
Soccer Coach (girls/boys)**	4	6	8
Cross Country Coach	4	6	8
Basketball Coach (girls/boys)**	5	7	9
Softball Coach	3	5	7
Track & Field Coach (girls/boys)**	3	5	7

K-12 Intramurals (hourly) \$25.16

2. Department Chairpersons (Grades 9-12)			
A. 1-4 members in a department	6	7	8
B. 5 members plus in a department	6.5	7.5	8.5
Class Advisors (11th and 12th Grades)	5	6	7
Class Advisors (9th and 10th Grades)	4	5	6
Team Leaders (Grades 6-8)	5.5	6.5	7.5
Yearbook Advisor (BA)	8	9	10
Drama Coach (BA)	7	8	9
Newspaper Advisor (BA)	8	9	10
National Honor Society Advisor	6	7	8
Student Council Advisor	6	7	8
Future Business Leaders of America Advisor (BA)	8	9	10
Program Representatives	5	6	7
Math Team Advisors (2)	4	5	6
Technical Student Assoc. Advisor (BA IA Club)	4	5	6
Marching Band & Small Ensembles Director (BA)	8	9	10
Honor Guard Advisor (BA)	3	4	5
Marching Band Assistant (BA)	3	4	5
Student Council Advisor (WJJMS)	2.5	3.5	4.5
Yearbook Advisor (WJJMS)	3.5	4.5	5.5
Jazz Band Director (BA/WJJMS)***	3	4	5
Chemical Hygiene Officer	6	7	8
PAL Advisor	4	5	6

Clubs (Hourly) \$25.16

3. <u>Instruction</u>	
Homebound Instruction	\$35.00
Adult Education Enrichment Instruction	35.00
Curriculum Development*	35.00
Summer School Teachers	35.00
Mandated Related Services	55.00
K-8 Summer School Director	5,300
PreK-12 Summer Special Education Director	5,300
9-12 Summer School Director	

\* CEUs where applicable or Stipend; not both.

\*\* Separate positions for boys and girls and not a combined activity.

\*\*\* Includes one Jazz Band Director at BA and another Jazz Band Director at WJJMS.



Clubs not identified above will be paid at the following rate:

Years of Experience		
1-3	4-6	7-10
4	5	6

Clubs running for a portion of the school year will be paid proportionately based on the time the club runs.

APPENDIX C  
INSURANCE PROGRAMS  
(Article 31)  
Preferred Provider Plan:

**Available only to teachers hired on or before June 30, 2015**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80% Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$175 co-pay	\$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$40 co-pay	Covered at 80% Deductible & Coins.

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Preventive Care Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is  Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In- network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits
Nursing & Therapeutic Services & Home Health Care	200 visits (80 visits of which can be a Home Health Aide)	\$50 Deductible per year, Covered at 80% above deductible to stop loss; up to 200 visits per year

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	\$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment  Hearing Aid Coverage available for dependant children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers an/or plan administrators.

## HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

<b>BENEFIT COST SHARES</b>	<p>In-Network services and Out-of-Network services subject to deductible and coinsurance.  No Referrals Required  Deductible: \$2,000 Individual, \$4,000 Two or More  Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More</p> <p>In Network Coinsurance 100%  Lifetime Maximum In-Network - Unlimited</p> <p>Out-of-Network Benefits  Coinsurance 80% / 20%  Lifetime Maximum Out-of-Network - Unlimited</p> <p>Only In-Network Benefits Illustrated Below</p>
<b>PREVENTIVE CARE</b>	<b>Annual</b>
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b>MEDICAL SERVICES</b>	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible

<b>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</b>	
General/Medical & Surgical	Note: All hospital admissions require pre-cert 100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the PPO and HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers an/or plan administrators.

## DENTAL INSURANCE

<b>Benefit</b>	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<u><b>Diagnostic and Preventive Services</b></u> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<u><b>Basic Services</b></u> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<u><b>Major Services</b></u> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum





