

**AGREEMENT**  
between the  
***EAST GRANBY BOARD OF EDUCATION***  
and the  
***EAST GRANBY EDUCATION ASSOCIATION***

This Agreement is made and entered into on this 14<sup>th</sup> day of January 2013, by and between the EAST GRANBY BOARD OF EDUCATION (hereinafter referred to as the Board) and the EAST GRANBY EDUCATION ASSOCIATION (hereinafter referred to as the Association).

**ARTICLE 1 - RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative of all regular certified professional employees of the East Granby Public School System who are employed in positions requiring a teaching certificate or special services certificate (excepting those on the Administrative Salary Schedule) pursuant to, and with all the rights, privileges and responsibilities as provided by §10-153(a) through §10-153(f), as amended, of the Connecticut General Statutes. Unless otherwise indicated, the employees in such unit are hereinafter called "teachers."
- B. The choice of a membership in any teacher organization shall be the privilege of the individual teacher. There shall be no reprisal of any kind taken against any teacher either by the Board or the Association by reason of his/her membership in any teacher organization or participation in its activities.
- C. The Board agrees that it will not negotiate with any individual or organization of teachers other than the Association as long as the East Granby Education Association retains organizational recognition status.

**ARTICLE 2 - JUST CAUSE**

No teacher shall be formally disciplined, reduced in rank or compensation, denied an increment or a longevity payment, or suspended without just cause. If a teacher is to be formally disciplined or otherwise deprived of any professional advantage by the Board or its agents, he/she shall receive at least 24-hours advance notice and shall be entitled to receive a written statement of the reasons and to have a representative of the Association present.

The Association recognizes that if the health, safety, or well-being of either students or staff are in jeopardy, it may not be possible or advisable for the Board to give 24-hour advance notice to a teacher and that immediate action may be taken.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is possible.

#### **B. Definitions**

1. "Grievance" shall mean a claim based upon:
  - a. A dispute arising from the interpretation or application of the language of this Agreement or an alleged breach thereof (subject to formal grievance procedures Level One through Level Four), or
  - b. An event or condition, which affects the welfare or conditions of employment of a teacher or a group of teachers (subject to formal grievance procedures (Level One through Level Three only).
2. "Teacher" shall mean any member of the unit as defined in Article 1, "Recognition."
3. "Party In Interest" shall mean the person or persons making the claims, including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
4. "Days" shall mean days when school is in session, except between each May 1st and the beginning of the next school year when days shall be calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter. If any deadline date under this Article falls upon a weekend or holiday, such date shall be extended to the next following weekday.

#### **C. Time Limits**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. If a teacher does not file a grievance in writing within thirty (30) days after he/she knew or reasonably should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by any administrator or the Board to render his/her decision within the specified time limits shall be deemed to be acceptance of the grievance submitted and agreement with the "action" requested. For purposes of permitting "tracking" of grievance procedures timelines to insure timely responses by the administration, a copy of each grievance will be provided to the Superintendent by the grieving party at the time of filing.
5. Failure by a teacher to file a grievance in writing or to pursue a grievance through the available levels shall not constitute a waiver of any rights under this Article concerning the grievability of identical or similar acts or conditions in the future.

#### D. Informal Procedures

1. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. The parties may request an impartial mediator, by mutual agreement, at no cost to facilitate the discussion.
2. If the teacher is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem.

#### E. Formal Procedures

##### 1. Level One - School Principal or Appropriate Administrator

- a. If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she may submit his/her claim as a formal grievance in writing to his/her principal or other appropriate administrator.
- b. The principal or other appropriate administrator shall, within five (5) days render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the Superintendent of Schools and the President of the Association.
- c. If the aggrieved teacher has elected not to be represented or assisted with the grievance by the Association, the principal or other appropriate administrator shall immediately notify the President of the Association of the receipt and details of the grievance so that the Association may exercise its rights pursuant to Section F of this Article.

##### 2. Level Two - Superintendent

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved teacher and with representatives of the Association for the purpose of

resolving the grievance. The Level II grievance meeting will be open only by mutual agreement of the parties.

- c. A full and accurate record of such hearing shall be kept by the Superintendent and made available to the Association representative within ten (10) business days after the hearing (the parties agree to purchase digital recording equipment for use at hearing and share costs of purchase).
- d. The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved teacher with a copy to the President of the Association.

### 3. Level Three - Board of Education

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, file the grievance with the Board of Education.
- b. The Board of Education shall, within fifteen (15) days after receipt of the grievance, meet with the aggrieved teacher and with representatives of the Association for the purpose of resolving the grievance. A full and accurate record of such hearing shall be kept by the Board of Education and made available to any party in interest upon written request. The cost incurred for compiling a full and accurate record shall be borne equally by the Board and the Association. A copy of such record shall be made available to the Association without further cost for review and correction.
- c. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved teacher with a copy to the President of the Association.

### 4. Level Four - Arbitration

- a. If the aggrieved teacher is not satisfied with the disposition of his/her grievance (B.1.a. definition) at Level Three, he/she may, within five (5) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after the receipt of such request, submit the grievance to arbitration by so notifying the Board in writing, and by filing a demand for arbitration under the Voluntary Labor Arbitration Rule of the AAA requesting either expedited or regular arbitration. The AAA shall act as the administrator of the proceedings.
- c. The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved teacher and other parties in interest as he/she shall deem requisite.

- d. The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. The decision of the arbitrator shall be final and binding upon all parties in interest.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teacher to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedures by reason of such participation.
2. Any party in interest may be represented at any formal level of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative of any teacher organization other than the one that is representing the majority of teachers. When a teacher is not represented by his/her Association, a representative from the Association shall have the right to be present and to state its views at all stages of the procedures.
3. The Association may, if it so desires, call upon other professional services for consultation and assistance at any stage of the formal procedure, and the Board may also call upon other professional services for consultation and assistance.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately and not be made a part of the personnel files of the participants.
2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and made available through the Association so as to facilitate operation of the grievance procedure. Sample forms can be found in Appendix B.
3. If the grievance occurs as the result of an action of other than the teacher's immediate supervisor or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.
4. The Association may elect to process any grievance of any teacher, grievant, group of individuals or party in interest on its own behalf at any step of the grievance procedure.
5. Times for meetings to discuss all grievances shall be scheduled outside of school hours unless in the judgment of the Superintendent a meeting during school hours is desirable to facilitate production of appropriate information. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program.

6. In the event that the Association shall not have elected to submit a grievance to arbitration, the aggrieved teacher may submit his/her grievance to arbitration independently by following the procedures outlined above in lieu of the Association, provided, however, that in such case the costs for the services of the arbitrator shall be borne by the aggrieved teacher.

#### **ARTICLE 4 - TEACHER TRANSFER AND ASSIGNMENTS**

- A. The assignment and transfer of teachers is the responsibility of the Superintendent who will make every reasonable effort to satisfy the requests and desires of the teachers concerned.
- B. Teachers will be notified of their teaching assignments for the coming school year not later than June 1, except under unusual circumstances.
- C. Where possible, change in grade/unit assignments in elementary schools, changes in subject assignment in secondary schools, and transfer between schools will be voluntary.
- D. Teachers interested in a voluntary transfer will inform the Superintendent, in writing, by March 1. The request will indicate the grade and or subject area of interest.
- E. Involuntary transfers will be made only after a meeting between the teacher concerned and the Superintendent at which time the teacher will be notified of the reason for the transfer.
- F. The Board and the Association agree that all possible consideration will be given to teacher preferences, but that the best interest of the school system must prevail in all cases.
- G. Coaching positions and extra-curricular assignments do not fall under the purview of this Article and are one-year agreements between the Board and the individual who has agreed to assume the additional assignment. Stipend positions will be posted electronically on the Website and via email to all teachers.
- H. A list of vacancies occurring throughout the school system shall be made available to the local president(s) and all teachers electronically at the same time it is posted with all media sites.
- I. During the summer months, the administration shall notify the local president(s) and all teachers electronically at the same time, the vacancy is posted with media sites.
- J. The relevant factors to be considered by the Superintendent of Schools in making transfers shall include: certification, previous experience, prior written evaluations, demonstrated effectiveness for a specific need, and level of preparation. If all factors are equal, the first consideration shall be the number of years in East Granby, and the second consideration shall be the total number of years in teaching experience.

## **ARTICLE 5 - VACANCIES**

- A. Vacancies of positions which are caused by retirement, discharge, official resignation, or by the creation of a new position shall be filled pursuant to the following procedures:
1. The administration shall notify all teachers electronically of the availability of the vacancy with at least thirty (30) days' notice. Where need to fill a vacancy arises due to unexpected causes, abrupt resignation or death, teachers will be given ten (10) days' notice.
  2. Where need to fill a vacancy of position arises during the summer months, notification shall be by e-mail.
  3. Said notice of vacancy of position shall clearly set forth the qualifications for the position.
  4. Teachers who desire to apply for such vacancies of positions shall file their application in writing with the Superintendent within the time limit specified in the notice.
  5. Such vacant positions shall be filled on the basis of qualifications for the vacant position, provided, however, that where two or more applicants are substantially equal in qualification, the applicant with the greatest amount of seniority in the system shall be given the preference.
- B. Any grievance brought under this Article would terminate at Level E-3 of the Grievance Procedure.

## **ARTICLE 6 - PROCEDURE FOR SEPARATION AND RECALL**

### **A. General Statement of Policy**

It is recognized that under §10-220 and §10-4a of the Connecticut General Statutes, the Board of Education has the responsibility to maintain good public schools, and to implement the educational interest of the state. However, recognizing also that it may become necessary to eliminate professional staff in certain circumstances, this Article is adopted to provide a fair and orderly process should such elimination becomes necessary.

### **B. Reasons for Elimination of Professional Staff Positions**

It is recognized that the Board has the right to eliminate professional staff positions, consistent with the provisions of the state statute.

### C. Procedure

1. Before considering reduction in professional staff, the Board will consider reduction in the following area: Instructional paraprofessionals.
2. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position eliminations and/or reductions in staff by:
  - a. voluntary retirements;
  - b. voluntary resignation;
  - c. transfer of existing staff members;
  - d. voluntary leaves of absences.
3. In the event that it appears necessary to terminate teacher contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions, identifying professional personnel whose contracts are being recommended for termination. If the Board considers termination of the contract of a teacher, it shall authorize the Superintendent to notify the teacher, in writing, that the termination of his/her contract is under consideration. Such initial notice shall be in the following form: "This is to notify you that termination of your contract of employment is under consideration." This notification, and any subsequent proceedings with regard to contract termination, will be in accordance with the provisions set forth in the Connecticut Teacher Fair Dismissal Law (§10-151 of the Connecticut General Statutes).
4. The following criteria will be used to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions:
  - a. Tenure status: If a teacher has attained tenure status, his/her contract of employment may be terminated if his/her position is eliminated, but only if there is no other position available in the school system for which the teacher is certified. Therefore, teachers who have acquired tenure will have first preference for retention in positions for which they are certified. This shall include first preference with regard to positions that are held by non-tenured teachers, in addition to positions, which are open and available.
  - b. A teacher's length of service in the East Granby System shall be the prime factor. Other factors to be considered will be:
    1. area of certification;
    2. total years of experience in teaching;
    3. teaching experience in other positions which may be available;
    4. qualifications and ability as determined by documented yearly written evaluations of the teacher's performance;
    5. the degree status of the teacher.



#### D. Recall

1. The name of any tenured teacher whose contract of employment has been terminated because of elimination of a position or because of a reduction in professional staff shall be placed upon a reappointment list and shall remain on such list for a period of two (2) years from the effective date of contract termination provided that such teacher has not refused an offer of reemployment. A teacher who is terminated from a full-time position does not waive his/her right to remain on the reappointment list for two (2) years by a refusal to accept an offer of part-time reemployment.
2. Any teacher offered reemployment under the provisions of this Article shall accept or reject the offer in writing within ten (10) days of receipt of such offer. If a teacher accepts an offer of such reemployment, he/she shall receive a written contract at least fifteen (15) days prior to the effective date of reemployment, where possible.
3. No new teacher shall be employed until all teachers on the reappointment list have been offered reemployment, provided that such teacher meets the certification qualification requirements of this position.
4. Any teacher who accepts an offer of reemployment under the provisions of this Article shall be placed upon the salary step next succeeding that which he/she occupied at the time of termination.
5. Any teacher who accepts an offer of reemployment under the terms of this Article shall begin such reemployment with all unused sick days accrued at the time of termination.

### **ARTICLE 7 - COMPENSATION**

Teachers shall be compensated in accordance with the provisions set forth in Appendix C attached hereto and incorporated herein.

### **ARTICLE 8 - WORK YEAR**

This scheduled employment year for teachers covered by the Teacher's Salary Schedule (other than new personnel who may be required to attend orientation sessions) shall be as follows:

- A. There will be 182 teaching days and five (5) additional teacher workdays, for a total of 187 teacher workdays.
- B. 1. A normal teacher work day shall occur one day prior to the opening of school for the students, which will include meetings and programs scheduled by the administration at its discretion, provided that such activities do not take place for more than one half of the work day. The remaining one-half of the workday shall be used by teachers to make necessary preparations for the opening of school.

2. On the day prior to the work day described in Article 8 Section B.1 above, all newly hired teachers shall work a half day. Such teachers shall be paid on an hourly basis, calculated using the per diem rate. Such hourly pay on this day is not to be added to the base salary.
- C. The day after the close of school for students is a scheduled teacher work day, and teachers shall work a normal work day, which shall include meetings and programs scheduled by the administration at its discretion, provided that such activities do not take place for more than one half of the work day. The remaining one-half of the workday shall be used by teachers to perform year-end duties.
- D. In addition to sections A, B, and C, there are three additional teacher workdays. These days will be used for staff development. A staff development committee including teachers will be selected to develop a plan of utilization of these days. The scheduling of these days is subject to state statute.
- E. If the day before a holiday or school vacation or break is an early release or half day for students, the teachers shall be released thirty (30) minutes after the student dismissal time.

## **ARTICLE 9 - WORK DAY**

- A. Teachers shall be required to report to their respective schools thirty (30) minutes prior to the start of school for the students and shall be required to remain thirty minutes after the normal student dismissal time. Teachers shall use this time to discharge their professional responsibilities as educators. On early release days for students, teachers shall be required to remain thirty (30) minutes after the student dismissal time except on professional development days.
- B. Any meeting of the professional staff with an appropriate administrator may be scheduled five (5) times per month and shall not exceed two (2) per week, providing that three (3) meetings may be scheduled during one week per month if deemed necessary by the administrator. Notification of seventy-two (72) hours is required in any week in which a third faculty meeting has been scheduled. This is to include regularly scheduled faculty meetings. The meeting shall start at the close of school for students and shall not exceed sixty (60) minutes in length.
- C. Teachers are required to attend one Parent Night program. One additional evening program may be required, if in the judgment of the Superintendent of Schools, it is necessary for communication with the community.
- D. Teachers may be released from the requirements imposed upon them by this Article with the approval of the building principal.
- E. In-service activities scheduled on minimum legal school days will be subject to the following provisions:
  1. Not to exceed nine per year.

2. Not to exceed one hour after the student dismissal time on a regular school day.
  - a. Except any in-service meeting involving all staff, K-12, may be of two hours duration, not to exceed two per year.
- F. 1. Members of the Association's Executive Board shall be exempt from the requirements of Section A once in each month for the purpose of attending meetings of such Board.
2. Members of the Association shall be exempt from the requirements of Section A four times in each school year for the purpose of attending meetings of the Association.
3. In scheduling meetings under this section, the Association will attempt in good faith to avoid any conflict with activities previously scheduled for involved teachers by the administration, so far as reasonably possible. Upon notification of such meetings, the administration will attempt in good faith to avoid scheduling any activities which might conflict with such meetings, so far as is reasonably possible.
4. The Superintendent shall be notified at least two weeks prior to the meetings of the Association whenever possible. In any case, notification to the Superintendent should not be less than five calendar days.
- G. The economic impact of a change in the length of the work day shall be subject to midstream bargaining. Should the East Granby Board of Education decide to implement Block Scheduling during the term of this contract, nothing in this Agreement shall preclude the implementation of such scheduling provided that the Board and the Association shall negotiate over the impact, if any, consistent with C.G.S. §10-153f(e).

## **ARTICLE 10 - TEACHING AND PREPARATION PERIODS**

- A. "Preparation Period" means a period, of four hundred and eighty minutes over a ten (10) day work week, involving professional responsibility which does not include direct teaching or supervision of students. This period should not be otherwise allocated without the consent of the teacher. Preparation time = 480 minutes over a two week cycle. The parties will meet and confer if a State Department of Education mandate or guideline would impact preparation time in accordance with the provisions for impact bargaining.
- B. All Elementary full-time teachers shall, in addition to their lunch period, have the use of the regularly scheduled Art, Music, and Physical Education periods as Preparation Periods. The administration will make reasonable efforts to schedule elementary school specialists on varying days.
- C. Secondary school teachers shall not be required to teach more than five classes per day.
  1. However, a teacher may volunteer to teach an additional class in place of a supervisory period.

- D. All specialists including music, art, physical education, and special education teachers at the elementary level shall receive the equivalent amount of preparation time as elementary teachers.
- E. Whenever teachers are used as voluntary or assigned substitutes, such teachers will be compensated at the rate stated in Appendix E.

### **ARTICLE 11 - VISITATION DAYS OR CONFERENCE DAYS**

Any teacher may, at the discretion of the Superintendent of Schools, be allowed to visit other schools or attend professional conferences. There will be no deduction in salary for these days, and a substitute shall be provided to assume the duties of the absent teacher. Days granted under this Article shall not be charged to sick leave or personal days granted to each teacher under this contract.

### **ARTICLE 12 - JURY DUTY**

- A. A person required for jury duty shall be granted a leave of absence for the duration of said jury duty. He/She shall be paid the difference between the teaching salary and the amount received for jury duty.
- B. Leave for jury duty shall not be deducted from sick leave or personal leave.

### **ARTICLE 13 - SICK LEAVE**

- A. Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year to a maximum number equal to the number of teacher work days in a year, but not to exceed two hundred (200) days in any case. These days shall also be available to the teacher for an illness in the immediate family after all personal leave (article 14) is exhausted and with notice to the Superintendent.
- B. The Superintendent's office shall notify each teacher of his or her accrued sick leave and personal leave time due via regular paystub. In the event the Superintendent's office changes the configuration of the paystub so that such payroll stub does not reflect accrued time, each teacher shall receive, no later than November 1 of each school year a rendering of his or her sick and personal leave time.
- C. In cases of extreme hardship, the Board, on the Superintendent's recommendation, may grant additional leave to each teacher with the cost of the substitute to be deducted from the teacher's salary.
- D. Childbearing absence is treated as a temporary disability and sick leave benefits are available as outlined in Section A. Requests for sick leave beyond a six-week period must be accompanied by a written statement from the teacher's doctor.

## **ARTICLE 14 - PERSONAL LEAVE**

An authorized absence may be granted in consideration of the teacher's length of service, attitude, and attendance. Authorized absences, however, are privileges and are not to be considered as earned rights or earned time off.

### **A. Absence with pay**

1. A total of six (6) days of personal leave per year shall be granted to teachers for the following reasons:
  - a. Legal matters, e.g., subpoenas, required attendance at real estate closing, necessary court appearances;
  - b. Marriages (children, parent, siblings);
  - c. Graduation of self, children, or spouse;
  - d. Illness in the immediate family (defined to include mother, father, siblings, children, mother in law, father in law and spouse and members of the household) teachers may use sick leave after exhaustion of personal days for an illness in the immediate family as defined in section 14d only.
  - e. Death in the family (defined above);
  - f. Religious observances;
  - g. Other authorized absences for reasons of a personal or emergency nature, which make absence from school unavoidable and necessary, are subject to the approval of the Superintendent. Leaves under this section are limited to three days per year unless extensions are granted by the Superintendent of Schools.
  - h. One of the six days may be taken at the discretion of the teacher for reasons, which in the teacher's view, preclude attendance at school that day.
2. Teachers shall be required to state the category under which they are taking such leave.

### **B. Absence without pay**

1. Short-term extensions - An approved absence of more than three days, or days in excess of the six granted under Section A.1. may be made with the approval of the Superintendent of Schools. A salary reduction of 1/187 of the teacher's pay will be granted for each day used under this provision. Applicants shall be required to state the category under which they are taking leave from the listing under Section A.1.

2. Extended leave of absence - Any teacher shall be entitled to an extended leave without pay for personal reasons upon written request to and approval of the Superintendent of Schools. Such employee shall be entitled to such leave for any school year, or reasonably requested part thereof. Extended personal leave shall be subject to the following provisions:
  - a. The teacher requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of duties.
  - b. All insurance and other employee fringe benefits, including payments to the State Teacher's Retirement System, shall be borne in full by the teacher.
  - c. Additional seniority rights will not accrue to those teachers on extended personal leave without pay.
  - d. Teachers on extended leave will return to active teaching status to coincide with the beginning of the first or second semester of the school year.
  - e. At the end of the agreed upon term of the extended leave, the teacher will be guaranteed a position in the East Granby schools for which he/she is qualified, consistent with the Separation and Recall and Teacher Transfer clauses of this Agreement. The guaranteed position will be at least equivalent to the teaching position held by the teacher at the time the leave was taken.
  - f. Applicants shall be required to state the reasons under which they are taking absence without pay.
  - g. Requests for parenthood leave are appropriate under this Section and are subject to the provisions of this Section.
- C. Salary deduction for leaves of absences other than those covered by any portion of this Agreement will be on the basis of 1/187 of the teacher's annual salary.
- D. Personal leave applications shall be submitted at least one week in advance, except for emergencies.
- E. Personal days taken pursuant to this Article shall be in addition to, and not to substitute for, any sick leave to which members of this unit are entitled.

## **ARTICLE 15 – RESIGNATION OF INSTRUCTIONAL PERSONNEL**

- A. Any teacher considering severance should request an interview with the Superintendent as soon as there is doubt of remaining in service in the district.
- B. Resignations should be made in writing to the Board of Education and to the Superintendent.

- C. Any teacher should be released from the terms of a contract upon thirty (30) days notice when an opportunity for professional advancement is offered or in case of extreme emergencies.

### **ARTICLE 16 - DUAL STAFF**

- A. Dual staff members are those teachers assigned to teach in more than one school level, i.e., High School, Middle School, Seymour School or Allgrove School, as part of their regular teaching assignment.
- B. Dual staff members shall not be required to teach more classes, have more student contact time, or have more in-school time than that which is required of any regular teacher.
- C. Dual staff members will be granted a waiver of the need to report thirty (30) minutes prior to the start of school and/or remain thirty minutes after the close of school for the students if such waiver is necessary to comply with the number of hours required of a non-dual staff member.
- D. When meetings, including evening meetings, are scheduled for the same time at different schools to which dual staff members are assigned, dual staff members shall alternate their attendance between schools on such days, unless otherwise instructed by the Superintendent. Dual staff members shall attend all meetings at the schools to which they are assigned when there is no double scheduling conflict with another school. When dual staff members miss a meeting, it is the dual staff member's duty to become familiar with the main points covered at the missed meeting.

### **ARTICLE 17 - PART-TIME STAFF**

- A. All teachers granted contracts for less than full salary are considered part-time teachers
- B. Part-time teaching assignments at K-5 shall reflect the percentage of the full teacher's day necessary to complete the teaching assignment. The percentage will be based on the average amount of hours per week of a full-time teacher at the corresponding grade/subject level.
- C. At the Middle School and/or High School, part-time teaching assignments shall be remunerated at the rate of full teacher salary times the number of classes taught divided by five.
- D. The percentage of a part-time classroom teacher's planning time will be calculated based on the number of planning hours per week of a full-time classroom teacher at the corresponding building level. The percentage of a part-time elementary specialist's planning time will be calculated based on the number of planning hours per week of a full-time specialist at the corresponding building level.

**ARTICLE 18 - REPRESENTATION AT**  
**TEACHER-ADMINISTRATIVE MEETINGS**

- A. Whenever a teacher is placed on Intensive Supervision status, such teacher shall have the right to be represented by an Association member of his/her choice, if desired. Such representative shall serve as an observer to the evaluation process and have the right of participation.
- B. The administrator involved in such a meeting shall allow the teacher one week to procure such representation.
- C. When such a meeting is scheduled during the work day and the representative designated by the teacher is a member of the professional staff, such member shall be released from his/her assigned duties to attend such meeting. Such released time shall not be charged against the representative in any way.

**ARTICLE 19 - ACADEMIC FREEDOM**

Teachers will be entitled to all rights, privileges, and responsibilities of citizenship. No religious or political activities of any teacher (provided such activities do not take place during his/her working hours, or interfere with the teacher's responsibilities to and relationships with students and/or the school system) or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Nothing in this Agreement denies those basic freedoms.

**ARTICLE 20 - PERSONNEL FILES**

- A. No evaluations or written statements of criticism originating after initial employment shall be placed in a teacher's personnel file for more than three (3) days unless the teacher has been notified and has had an opportunity to review such material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. No anonymous and/or unsubstantiated complaints may be placed in any teacher's personnel file.
- C. Each teacher shall have the right to review and make copies of any materials in the teacher's personnel file upon reasonable notice during the hours which the Board's office is open.



## **ARTICLE 21 - TRANSPORTATION**

- A. Teachers shall be remunerated for all Board approved travel at the Internal Revenue Services rate as of July 1 of each year. Such data shall be obtained from information provided by the Commissioner of Internal Revenue relating to the preparation of Form 1040 and related schedules.
- B. Adequate travel time shall be given for travel between schools for those who teach in two or more schools.

## **ARTICLE 22 - EXTRA DUTY COMPENSATION**

- A. Extra duty, including coaching and extra-curricular assignments are one-year agreements between the Board and the individual who has agreed to assume the additional assignment.
- B. The parties acknowledge participation in extracurricular activities shall be voluntary.
- C. Any position under this Article exists at the Board's discretion.
- D. If the position is filled, the amount of compensation shall be per Appendix E of this document.
- E. During the duration of this Agreement, the Board reserves the right to add any additional positions. Compensation for these new positions will be mutually determined by the Board and the Association.
- F. Any grievance brought under this Article would terminate at Level E-4 of the Grievance Procedure.

## **ARTICLE 23 - INSURANCE CARRIER DESIGNATION**

- A. The Board of Education will have the option of carrier provided there is a mutual agreement that service and benefits are equivalent.
  - 1. Any change must maintain at least the same coverage as now exist under the present plans.
  - 2. Any increase in premiums shall be proportionately shared by the Board of Education and the insured members based on the percentage in Appendix D.

## **ARTICLE 24 - PERSONAL INJURY BENEFIT**

- A. Teachers who sustain an injury arising out of and in the course of their employment shall be paid in accordance with the provisions of the Workers' Compensation Act. The teacher will receive his/her full salary, less the amount of the Workers' Compensation Award, for a period not to exceed one hundred and twenty (120) days, and no such leave shall be charged to his/her annual sick leave.

- B. He/She may then use accumulated sick leave up to a maximum of one hundred and twenty (120) days and will receive full pay less the amount of the Workers' Compensation Award. Upon expiration of such period of sick leave (120 days), the provisions of Workers' Compensation Act shall apply.

## **ARTICLE 25 RETIREMENT INCENTIVE**

### **A. Eligibility**

To be eligible for participation in the plan, an applicant must fulfill all of the following requirements:

1. Be eligible for retirement benefits other than disability or survivorship under the Connecticut Teacher Retirement System by no later than August 31 immediately following the school year in which termination of employment becomes effective.
2. Have completed at least two hundred (200) consecutive months of active professional employment under contract with the East Granby Board of Education as of the date termination of employment becomes effective.
3. Be at least fifty-five (55) years of age by no later than August 31 immediately following the school year in which termination of employment becomes effective.
4. Apply and submit resignation by no later than January of the school year in which termination of employment becomes effective.

### **B. Incentives**

1. An applicant who fulfills the eligibility requirements shall be paid an incentive allowance equal to 30% of current annual salary in effect the year application is made.
2. The incentive allowance will be paid in two equal installments in each of the two fiscal years immediately following the fiscal year in which termination of employment becomes effective.
3. The Board will pay 25% of health insurance costs for the first three years for any teacher having at least 25 years of service in East Granby who retires from East Granby provided that the retiring teacher notified the Superintendent of Schools in writing prior to January 1 of the year of retirement. Requests after January 1 will be considered by the Board on an individual basis.
4. After their three-year period, retired teachers will be allowed to remain in the East Granby insurance group and 100% of the insurance costs will be borne by the retiree.
5. In the event of death of a retiree, the designated beneficiary or the estate will be paid the remaining amount of the incentive due under this program.

6. If the insurance carrier rejects the continuance of any East Granby retiree as a member of the East Granby insurance group, the Board of Education will not be held liable for continuing such coverage in any other manner.

## **ARTICLE 26 - SUMMER EMPLOYMENT**

### **A. Employment Practices**

1. Summer employment will be on a voluntary basis.
2. All teachers will be notified of summer vacancies.
3. Teachers employed in the East Granby School System will be given preference over all others.
4. When two or more teachers meet the specified requirements for employment, the teacher with the most seniority will be given preference.

### **B. Employment Compensation**

1. Summer employment shall be compensated in either of the following ways:
  - a. A per hour rate as stated in Appendix E.

## **ARTICLE 27 - ADDITIONAL HOURLY COMPENSATION**

- A. Any curriculum work required beyond the normal teaching assignment will be by contract between the Superintendent of Schools and the teacher; the task and compensation shall be defined in the contract.
- B. Participation shall be voluntary.
- C. All staff will be notified of available curriculum work by posting in each school building faculty room.
- D. Curriculum work shall be compensated in the following way:
  1. A per hour rate as stated in Appendix E.
- E. CMT/CAPT/SAT after-school preparation classes will be compensated as stated in Appendix E.

## **ARTICLE 28 - DUES DEDUCTION AND SERVICE FEE DEDUCTION**

### **A. Conditions of Continued Employment**

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

### **B. Deductions**

The East Granby Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in January. The amount of the deduction for service fee shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified in writing by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified in writing by the Association to the Board of Education prior to January 1 of each school year.

### **C. Subsequent Employment**

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

### **D. Forwarding of Monies**

The Board of Education 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.

### **E. Lists**

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all bargaining unit members as indicated in the Staff Directory or other applicable publication. The Board shall notify the President of the Association if any changes have been made to the list.

### **F. Reference to Association**

The singular reference to the "Association" herein shall be interpreted as referring to the East Granby Education Association, the Connecticut Education Association, and the National Education Association.

#### G. Indemnification

The Association agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability, including but not limited to attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by or against the Board of Education for the purpose of complying with the provisions of this Article.

### **ARTICLE 29 - FACILITIES**

Concerns regarding teacher facilities may be brought to the attention of the Principal in writing with a carbon copy to the Superintendent of Schools. If concerns are not resolved at that level, then those concerns may be brought to the attention of the Superintendent. If concerns are still not resolved at that level, then concerns may be brought in writing to the attention of the Board of Education. The Superintendent and the Board of Education will respond within fifteen (15) days to the Association and develop a plan of action within thirty (30) days from receipt of notice.

### **ARTICLE 30 - TELECOMMUNICATIONS/DISTANCE LEARNING**

The intention of telecommunications/distance learning is to enhance course offerings and to make available to students courses that would not otherwise be offered. The following are applicable to teachers who are participating in this form of instruction.

- A. Teacher participation in this project is to be strictly voluntary.
- B. For the purpose of regular evaluation of performance, the teacher shall be observed and evaluated "live." No video tape of a teacher will be used for teacher evaluation unless the administrator has been present for the taped sessions. Policies and procedures already in force for the teachers of East Granby will be utilized.
- C. Any off-air taping of class sessions shall only be done with the permission of the teacher.
- D. Class sessions will be recorded whenever a student is absent and the tape retained under the control of the teacher for the purpose of student make-up work.
- E. In the event that a teacher is absent, the teacher will provide lesson plans at both sites. Class will not be televised.
- F. The teacher is responsible for instruction at both sites, but not liable for damage to equipment or injury to students at the remote site. Supervision and discipline shall remain the responsibility of the local school.
- G. All provisions of the existing contract between the Association and the Board shall be in force.

- H. School administration shall make known all vacancies which involve teaching via cable. Regular contractual posting procedures will be followed. Inexperienced telecommunication/ distance learning teachers will be provided sufficient in-service and preparation prior to commencement of teaching activities.
- I. Should the Board make changes with respect to telecommunications/distance learning during the term of this contract, which changes require impact bargaining under State law, then the Board agrees to engage in impact bargaining with the EGEA over the impact, if any there be, of such changes made by the Board.

### **ARTICLE 31 - EMPLOYEE ASSISTANCE PLAN (EAP)**

The Board agrees to study and implement an Employee Assistance Plan (EAP) covering teachers as of July 1, 1999, provided that the entire annual cost does not exceed two thousand dollars (\$2,000).

### **ARTICLE 32 - PUBLICATION OF AGREEMENT**

Cost of publishing this Agreement in written form shall be borne equally by the Board and the Association. Copies shall be distributed equally among the parties. The Association shall provide copies of the Agreement to all teachers employed in the East Granby schools at publication of the Agreement. The Board shall provide a copy of the Agreement to all teachers newly hired in the course of the Agreement's duration.

### **ARTICLE 33 - SEVERABILITY**

Should any Article in whole or in part of this Agreement, or any clause or provision therein, be adjudged invalid or unenforceable by any court or governmental agency of competent jurisdiction, the same shall not in any way whatever affect the balance of this Agreement.

### **ARTICLE 34 - CONTRACT INTERPRETATION**

Unless the context clearly denotes otherwise, any words used in this Agreement denoting gender shall be deemed to include any other gender and words, which are singular or plural in form, shall be deemed to include the plural and singular respectively. Headings or titles of Articles of this Agreement or of any portion of any Articles are intended as a convenience to the parties only and shall not be deemed to constitute portions of the Agreement.

### **ARTICLE 35 - DURATION**

- A. This Agreement shall take effect on July 1, 2013, and shall remain in full force and effect until June 30, 2016. This Agreement shall, during its duration, be binding upon the parties and their successors and assigns.

B. Where applicable, Article 9(G) will be negotiated as provided therein.

### ARTICLE 36 - EXTENT OF THE AGREEMENT

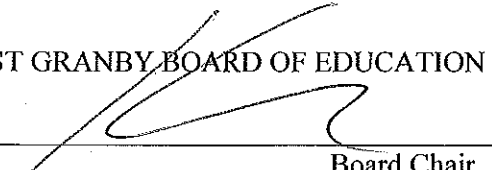
- A. The Agreement constitutes the full and complete Agreement between the Board and the Association for the duration of the Agreement unless changed through midstream bargaining.
- B. Subject to the provisions of this Agreement, the Association recognizes that the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the schools and their professional staff under governing law, ordinance, rules and regulations.
- C. The Board reserves the right to propose and pass policy in all matters not covered within this Agreement and not contrary to public statutes of the State of Connecticut and court decisions. Under this Agreement, the Board waives its unilateral right to change those policies listed in Appendix A.

### ARTICLE 37 - SIGNATURE BLOCK

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

EAST GRANBY BOARD OF EDUCATION

BY

  
Board Chair  
*Kirby G. Hugot 3/14/13*

Date

EAST GRANBY EDUCATION ASSOCIATION

BY

  
Co- President

Date

*3/14/13*

EAST GRANBY EDUCATION ASSOCIATION

BY

  
Co-President

Date

*3/14/2013*

## **Addendum to Collective Bargaining Agreement**

1. DSAP holders shall, effective upon signing and ratification of this Addendum, become members of the EGEA bargaining unit as defined in Article I, Recognition, of the parties' labor contract;
2. Salary and fringe benefits shall be granted to DSAP holders as per the labor contract in like manner as certified professional employees;
3. DSAP holders shall be subject to the terms and provisions of the parties' labor contract, including the requirement of paying Association dues and fees or agency shop under Article 29, except in areas where the contract indicates that regular teaching certification is required:
  - a. Under Article 4, Teacher Transfer and Assignments, DSAP holders shall be assigned by the Administration, and shall not have any contractual transfer rights. A DSAP holder without any regular teaching certification may not bid on posted positions. However, if a DSAP holder also possesses regular teaching certification in an area other than his/her DSAP assignment, that person may apply for vacant positions within the system, provided that it is recognized that the Administration may wish to keep the DSAP employee in his/her DSAP assignment;
  - b. It is agreed that DSAP holders are not subject to the teacher tenure law and are at-will employees not subject to the provisions of Article 2, Just Cause in the event of termination. Accordingly, the provisions of Article 6, Reduction in Force/Recall, shall not apply to DSAP staff, and such individuals shall have no contractual rights in reference to layoff and/or recall. Further, it is agreed that the employment of a DSAP holder will automatically end upon the expiration of the DSAP;
  - c. DSAP holders shall receive contractual jury duty, sick leave and personal leave benefits, but are not eligible for sabbatical leave;
  - d. Since they are not certified teachers, DSAP holders are not subject to the school system's Teacher Evaluation Program.

The policies presented in Appendix A may be changed only by mutual consent in accordance with midstream bargaining procedures, and fall under the purview of the Grievance Procedure.

### **APPENDIX A**

#### **A. Professional Salary (Increments)**

Salary increments may be withheld by the Board of Education upon recommendation of the Superintendent of Schools if the best interest of the East Granby Public Schools shall be served by such action. Withheld increments may be reinstated by the Board upon recommendation of the Superintendent. Whenever possible, notification of such action will be given prior to March 1.



Salary increases for teachers at maximum may be withheld when a teacher is placed on Intensive Supervision as a part of the teacher evaluation plan. Such recommendation to withhold an increase shall be made to the Board of Education by the Superintendent of Schools. Withheld increases may be reinstated by the Board upon recommendation of the Superintendent. Whenever possible, notification of such action will be given prior to March 1.

The Board reserves its prerogative to grant additional increments in recognition of outstanding performance as measured by criteria established mutually by the Board of Education and the East Granby Education Association.

**B. Program of Deferred Compensation**

1. Any two "Tax Sheltered Annuities" or programs, or brokers of deferred compensation proposed by the Association shall be subject to the Board's approval. Such approval shall be based on the Board's satisfaction that:
  - a. The program meets all requirements of local, state and federal laws and regulations, including the Internal Revenue Code, and
  - b. The Board is able to furnish the administrative support required.
2. For the purpose of this policy, "deferred compensation" shall mean any program which requires the sponsorship of the Board, and which is to be funded by employee authorized reductions in salary or wages.
3. At its discretion, the Board may allow staff to select from more than two programs or brokers.

**C. Extra Compensation for Guidance**

1. The high school guidance counselor shall receive an additional one month's salary for one month's service during the summer.
2. The guidance counselor at the middle school shall receive an additional two-week's pay for two weeks work in the summer. One week to immediately follow the last teacher day of the school year, and the other immediately preceding the first teacher day of the school year.

**D. Teacher Longevity Compensation**

1. Teachers who have satisfactorily completed twenty (20) years of service in the East Granby Public School System will be granted additional annual compensation in the amount of four hundred dollars (\$400), an additional two hundred dollars (\$200) after twenty-five (25) years, and an additional two hundred dollars (\$200) after thirty (30) years.
2. For the purpose of this policy, the term "teacher" shall include each employee of the Board of Education, below the rank of Administrative personnel, who holds a valid certificate issued by the State Board of Education.

3. Longevity increments will be continued upon annual satisfactory assessment of the teacher's performance.
4. Teachers employed as of June 30, 1995 will be eligible for longevity payments based on the current schedule. Teachers hired July 1, 1995 or later will not be eligible for longevity payments.

#### **E. Sabbatical Leave Policy**

##### **Sabbatical Leave - (Professional Growth)**

1. Teachers are urged to update their training, broaden their education experience, increase the scope of their knowledge, and improve their ability and preparation in specific areas of service. Therefore, a sabbatical leave policy has been established to support such professional growth.
2. Qualifications for Eligibility
  - a. Teachers with at least seven (7) continuous years of satisfactory service in the East Granby Public Schools may devote one (1) year to additional training upon approval of the Board of Education. Such training must be for the benefit of the East Granby School System and the teacher.
  - b. Teachers must possess a Master's Degree.
  - c. Teachers must possess a Professional Educator Certificate.
  - d. Granting a sabbatical leave should not seriously disrupt the education of East Granby students because a satisfactory temporary teacher replacement cannot be found.
3. Conditions and/or Agreements
  - a. No more than one (1) staff member will be granted a sabbatical leave each year.
  - b. Sabbatical leave may be for one or two full academic semesters.
  - c. Applications must be submitted to the Superintendent of Schools before January 1 for the following school year's sabbatical leave as defined in this policy.
  - d. The Board of Education will render final action on such applications and inform applicants of its decision before March 1.
  - e. Applications will include an outline of the purpose(s), the programs and activities to be pursued.
  - f. The successful applicant must file an interim and final report with the Board of Education.
  - g. Any subsequent changes in the program must be approved by the Superintendent of Schools.
  - h. The Board shall pay either one hundred percent, or fifty percent of the salary of the individual on leave, and shall continue to support all benefits and privileges accruing to

this staff member if pursuing his/her normal teaching assignment and for which the Board has been obligated by negotiations.

- i. Any complication which causes the teacher to alter his approved leave program will be reported immediately to the Superintendent of Schools.
- j. The Board of Education reserves the right to reject any and all requests for sabbatical leaves of absence.
- k. The time of absence under a sabbatical leave shall be credited to the teacher for determining his/her position on the salary schedule.
- l. A teacher who has received one hundred percent of salary will return to employment in East Granby for a period of four (4) years immediately following a sabbatical leave of absence. A teacher who has received fifty percent of salary will return to employment in East Granby for a period of two (2) years following a sabbatical leave of absence. If a teacher fails to return to teach in East Granby, he/she shall remit to the Town of East Granby the total amount of salary received during such a leave. This remittance shall be paid in full within thirty (30) days of the teacher's resignation or failure to return to teach in East Granby. For those receiving one hundred percent of salary, each of the four (4) years service due the Town of East Granby following a sabbatical leave will reduce any possible remittance to the Town by twenty-five (25) percent of the salary granted during the sabbatical leave. For those receiving fifty percent of salary, each of the two (2) years service due the Town of East Granby following a sabbatical leave will reduce any possible remittance to the Town by one-half.

**F. In-Service Education for Instructional Personnel**

1. The teaching staff should recognize the need for professional growth in order to improve the quality of service rendered by each individual teacher.
2. A program of in-service education should be cooperatively planned by the staff and the administration and should be centered upon the professional needs and problems of the personnel involved.
3. Policies concerning in-service education and credits for scheduled increments should be established jointly by a professional growth committee and the Board of Education.
4. Qualified substitutes are an essential part of the school organization and should be encouraged to participate as active members of the school personnel.
5. The Board of Education agrees to allot a total sum of \$200. per teacher, per year, to attend professional development activities and/or conferences, and in-service activities. The Board agrees to cover the cost of any substitute coverage needed. The administration will reimburse all reasonable costs whenever an administrator requests that a teacher attend a specific professional development activity. The teacher's attendance will be voluntary. The teacher will continue to have available his/her \$200 allowance for other professional development activities.

**G. Mentors**

1. Teachers, who are certified mentors as provided by the State Department of Education guidelines, will receive an annual stipend. The parties agree to adhere to the State Department of Education guidelines regarding the annual rate of stipends.
2. Service as a mentor or as a peer mentor for tenured teachers placed on intensive supervision shall be voluntary.
3. Beginning July 1, 2010, no credits granted by the State of Connecticut for participation in a mentoring program will be used for lane advancement on the salary schedules in Appendix C.

**APPENDIX B**

**GRIEVANCE FORM 1**

**FORMAL GRIEVANCE PRESENTATION**

(To be completed by aggrieved person within thirty (30) days of the time the grievance occurred)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

HOME ADDRESS OF AGGRIEVED PERSON \_\_\_\_\_

SCHOOL \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

YEARS IN SCHOOL SYSTEM \_\_\_\_\_ SUBJECT AREA OR GRADE \_\_\_\_\_

I WILL BE ASSISTED WITH THIS GRIEVANCE BY \_\_\_\_\_  
(If the Association is not indicated here, the administrator must immediately notify the Association President of the grievance.)

STATEMENT OF GRIEVANCE

ACTION REQUESTED

\_\_\_\_\_  
(Signature of Aggrieved)

CC: Superintendent of Schools

**APPENDIX B**

**GRIEVANCE FORM 2**

**DECISION OF ADMINISTRATOR**

(To be completed by principal or other appropriate administrator within five (5) days of formal grievance presentation)

AGGRIEVED  
PERSON \_\_\_\_\_

DATE OF FORMAL GRIEVANCE  
PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

**DECISION OF ADMINISTRATOR AND REASONS THEREFOR:**

DATE OF DECISION \_\_\_\_\_  
(Signature of Administrator)

**AGGRIEVED PERSON'S RESPONSE** (To be completed by aggrieved within five (5) days of decision)

\_\_\_\_\_ I accept the above decision of administrator.

\_\_\_\_\_ I hereby appeal the above decision to the Superintendent of Schools.

DATE OF RESPONSE \_\_\_\_\_  
(Signature of Aggrieved)

cc: Superintendent of Schools  
Association President

**APPENDIX B**

**GRIEVANCE FORM 3**

**DECISION BY SUPERINTENDENT**

(To be completed by the Superintendent of School within five (5) days after hearing with aggrieved and Professional Rights and Responsibilities/Grievance Committee representatives; hearing to be held within ten (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)

**AGGRIEVED PERSON'S RESPONSE** (To be completed by aggrieved within five (5) days of decision)

\_\_\_\_\_ I accept the above decision of the Superintendent of Schools.

\_\_\_\_\_ I hereby appeal the above decision to the Board of Education for a review of this grievance.

DATE OF RESPONSE \_\_\_\_\_  
(Signature of Aggrieved)

cc: Superintendent of Schools  
Association President

**APPENDIX B**

**GRIEVANCE FORM 4**

**DECISION BY BOARD OF EDUCATION**

(To be completed by Board of Education Chairman within five (5) days after Board hearing with aggrieved and Professional Rights and Responsibilities/Grievance Committee representatives; hearing to be held within fifteen (15) days after receipt of appeal)

AGGRIEVED  
PERSON \_\_\_\_\_

DATE OF FORMAL GRIEVANCE  
PRESENTATION \_\_\_\_\_

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 Chairman)

**AGGRIEVED PERSON'S RESPONSE** (To be completed by aggrieved within five (5) days of decision)

\_\_\_\_\_ I accept the above decision of the Board of Education.

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

DATE OF RESPONSE \_\_\_\_\_  
(Signature of Aggrieved)

cc: Superintendent of Schools  
Association President



## APPENDIX C

### SALARY SCHEDULE 2013-14

Step	BS	BS+30 MS	BS+45 MS+15	BS+60 MS+30	BS+75 MS+45	BS+90 MS+60 PHD
1	44,137	46,685	52,126	53,862	54,107	56,398
2	44,887	48,183	52,875	55,363	55,608	58,648
3	46,386	50,434	54,376	56,862	57,107	61,646
4	47,887	52,684	55,874	58,362	58,606	64,648
5	49,386	54,933	57,375	59,863	60,856	67,646
6	51,636	57,934	60,376	61,363	63,857	71,397
7	53,887	60,182	62,625	62,861	67,607	74,395
8	55,761	62,058	64,500	65,111	69,857	76,270
9	57,635	63,934	66,375	67,361	72,107	78,146
10	59,455	66,821	69,262	70,998	74,994	81,033
11	61,274	69,708	72,150	74,636	77,882	83,921
12	63,522	73,021	75,681	78,667	81,492	86,091
13	66,045	76,148	79,061	82,159	84,809	88,616
14	68,569	79,276	82,442	85,651	88,127	91,141

Teachers hired outside the East Granby school system may be placed on the step corresponding to an East Granby teacher's years of experience. After completing two years in East Granby, the teacher will be placed on the step corresponding to their years of experience.

The use of Continuing Education Units (CEU's) as credit toward advanced degrees for advancement on the salary schedule will no longer be used effective July 1, 2005 and beyond. CEU's may continue to accrue for lateral movement until June 30, 2005, according to current rules.

Beginning July 1, 2010, no credits granted by the State of Connecticut for participation in a mentoring program will be used for lane advancement.

## APPENDIX C

### SALARY SCHEDULE 2014-15

Step	BS	BS+30 MS	BS+45 MS+15	BS+60 MS+30	BS+75 MS+45	BS+90 MS+60 PHD
1	44,910	47,502	53,038	54,805	55,054	57,385
2	45,672	49,026	53,801	56,332	56,581	59,674
3	47,198	51,316	55,328	57,857	58,107	62,725
4	48,725	53,606	56,851	59,384	59,632	65,779
5	50,250	55,894	58,379	60,911	61,921	68,830
6	52,539	58,948	61,432	62,437	64,975	72,646
7	54,830	61,235	63,721	63,961	68,790	75,697
8	56,737	63,144	65,628	66,251	71,080	77,605
9	58,644	65,053	67,536	68,540	73,369	79,513
10	60,495	67,990	70,474	72,241	76,307	82,452
11	62,346	70,928	73,413	75,942	79,245	85,390
12	64,634	74,299	77,005	80,043	82,918	87,597
13	67,201	77,481	80,445	83,597	86,293	90,167
14	69,768	80,664	83,885	87,150	89,669	92,736

Teachers hired outside the East Granby school system may be placed on the step corresponding to an East Granby teacher's years of experience. After completing two years in East Granby, the teacher will be placed on the step corresponding to their years of experience.

The use of Continuing Education Units (CEU's) as credit toward advanced degrees for advancement on the salary schedule will no longer be used effective July 1, 2005 and beyond. CEU's may continue to accrue for lateral movement until June 30, 2005, according to current rules.

Beginning July 1, 2010, no credits granted by the State of Connecticut for participation in a mentoring program will be used for lane advancement.

## APPENDIX C

### SALARY SCHEDULE 2015-16

Step	BS	BS+30 MS	BS+45 MS+15	BS+60 MS+30	BS+75 MS+45	BS+90 MS+60 PHD
1	45,696	48,333	53,966	55,764	56,017	58,389
2	46,471	49,884	54,742	57,318	57,571	60,718
3	48,024	52,214	56,296	58,869	59,124	63,823
4	49,578	54,544	57,846	60,423	60,675	66,930
5	51,129	56,872	59,401	61,977	63,005	70,034
6	53,459	59,980	62,507	63,529	66,112	73,917
7	55,789	62,307	64,836	65,081	69,994	77,022
8	57,730	64,249	66,777	67,410	72,324	78,963
9	59,670	66,191	68,718	69,740	74,653	80,905
10	61,554	69,180	71,708	73,505	77,642	83,894
11	63,437	72,169	74,697	77,271	80,631	86,884
12	65,765	75,599	78,353	81,444	84,369	89,130
13	68,377	78,837	81,853	85,060	87,803	91,745
14	70,989	82,075	85,353	88,675	91,238	94,359

Teachers hired outside the East Granby school system may be placed on the step corresponding to an East Granby teacher's years of experience. After completing two years in East Granby, the teacher will be placed on the step corresponding to their years of experience.

The use of Continuing Education Units (CEU's) as credit toward advanced degrees for advancement on the salary schedule will no longer be used effective July 1, 2005 and beyond. CEU's may continue to accrue for lateral movement until June 30, 2005, according to current rules.

Beginning July 1, 2010, no credits granted by the State of Connecticut for participation in a mentoring program will be used for lane advancement.

**CONVERSION AND STEP PROGRESSION  
2012-13 TO 2015-16**

<b>CURRENT</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
<b>1</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>2</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>3</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>4</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>5</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>6</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>7</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>9</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>10</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>11</b>	<b>14</b>	<b>14</b>	<b>14</b>

## APPENDIX D

### INSURANCE BENEFITS

A. The Board will provide the following insurance:

Anthem Blue Cross/Blue Shield for the PPO Provider and ConnectiCare for the HMO Plan provider for medical insurance and Assurant Employees Benefits for dental insurance.

1. Life Insurance based on 1.75 times salary - employees only
2. AD and D - employees only
3. Employee Health, Dependent Health Insurance plan description appears in Appendix D, Section F.
4. Employee Dental and Dependent Orthodontics as described in Appendix D, Section F.
5. Effective July 1, 2007, Medicare Plan F and Medicare prescriptions will be available as an option for Medicare Eligible retirees and spouses. Current retirees may continue coverage under the active employee insurance or have the option to choose Medicare Plan F and Medicare prescription. *The 2009 Medicare Plan F and prescriptions are shown in Appendix D, Section F. The 2010, 2011 and 2012 plans will be revised each year as the Federal government revises Medicare.*
6. A Health Savings Account (HSA) Option with a carrier selected by the Board shall be available to employees in the bargaining unit as a voluntary coverage option effective July 1, 2011.
  - a. As required by law, the HSA will be a high deductible plan, with annual deductibles of \$2000 for individuals and \$4000 for employee and 1 or more dependents. Annual up front deductible replaces copays and deductibles required under PPO and HMO options
  - b. For employees who are eligible for HSA coverage under Federal guidelines, the Board of Education shall contribute:

One-half of the annual employee deductible each year (\$1000 for individuals and \$2000 for employee and dependent(s)). Board contribution will be monthly. Employee contribution may be made via payroll deduction on a pre-tax basis
  - c. After annual deductible has been satisfied, all IN-NETWORK medical services and drugs are paid by the insurer with no copays or deductibles
  - d. For medical services OUTSIDE-OF-NETWORK (OON), there is an 80%/20% coinsurance requirement and the annual employee out-of-pocket maximum is doubled to \$4000 for employee only coverage and \$8000 for employee and dependent(s). Board annual contribution does not double.

## APPENDIX D (cont'd)

- e. Preventive services (annual physical, etc) in-network are fully covered by insurance, with no employee deductible payments

Employees will be subject to a premium share contribution for HSA, coverage, made through payroll deduction. The premium share contribution is listed in Appendix D section B.1.

### B. Premium Share:

Participating teachers shall pay the following percentages of the insurance cost

#### PPO

2013 --- 19.5

2014 --- 20.5

2015 --- 21.5

#### HEATH SAVINGS ACCT – HDHP PPO

2013 --- 16.0

2014 --- 17.0

2015 --- 18.0

#### DENTAL

2013 --- 19.5

2014 --- 20.5

2015 --- 21.5

Participating retirees shall pay the following percentages of the insurance costs:

#### Medicare Plan F and Medicare Rx

1 <sup>st</sup> 3 Yrs after retirement	75%	75%	75%
Years 4+ after retirement	100%	100%	100%

## APPENDIX D (cont'd)

- C. Long Term Disability Benefit - A Long Term Disability Plan will be offered to the teachers on the following basis. The Board of Education will choose the carrier.

The Long Term Disability Plan will provide the following:

1. Sixty percent (60%) salary benefit.
2. One hundred eighty day (180) elimination period.
3. Two thousand dollar (\$2,000) maximum monthly benefit.
4. Survivor benefits - three times the monthly benefit if benefits have begun and disability has lasted six months.
5. Minimum benefit - ten percent (10%) of monthly benefit or fifty dollars (\$50), whichever is greater.
6. Partial Disability - fifty percent (50%) earnings reduction if person returns to own occupation part-time. No reduction in first twenty-four (24) months if person works at some other occupation.
7. Benefit Reduction - Workers Compensation, Social Security, Other Group Disability, Defined Benefit Pension Plans.
8. Benefit Duration - Prior to 60 - Age 65  
60 to 68 - Five years but not beyond Age 70  
69 and after - One year

- D The Board of Education agrees to administer an optional Section 125 program which is a pre-tax premium conversion. Teachers have the option to choose this Section 125 program in July of each year. New teachers will have an option to select this program within 30 days of their salary agreement.
- E. If the Joint Labor Management Committee is able to achieve a 25% savings in insurance costs, then 20% of the total premium for that individual will be offered that year and in subsequent years as an incentive for the individual to waive the benefit and not participate in the insurance plan. Teachers participating in the plan will share in savings of prior year costs with 85% of savings to the Board and 15% of savings to the teacher.

## **APPENDIX D (cont'd)**

### **F. Insurance Plan Details**

This section contains Medical and Dental Insurance Plan Information for each year of the contract and it contains Medicare Plan F and prescription information effective at the time the contract becomes effective. It is expressly agreed and understood that the summaries of insurance benefits coverage contained in the following pages and elsewhere in this Agreement are descriptive summaries only, intended only to provide a general overview of some of the highlights of benefits available to employees. They are not an insurance policy or policies. In the event of an error or omission in these summaries, or in any instance where there is a variance between these summaries and the terms of the actual insurance policies, the terms of the policies as contained in the master plan document dated July 1, 2013 shall govern.



# APPENDIX D (cont'd)

## EAST GRANBY BOARD OF EDUCATION

July 1, 2013 - June 30, 2016

### Overview - Schedule of Benefits

	EGEA 2012 - 2013	EGEA 2013 - 2014	EGEA 2014 - 2015	EGEA 2015 - 2016
<b>1. PPO Plan</b>				
(a) <u>In-Network:</u>				
Regular Office Visit Copay *	\$25	\$30	\$30	\$30
Specialist Office Visit Copay*	\$25	\$30	\$30	\$30
Urgent Copay	\$60	\$100	\$100	\$100
Emergency Copay	\$100	\$100	\$100	\$150
Hospital Admit Copay	\$250	\$300	\$300	\$350
Outpatient Surgery Copay	\$150	\$300	\$300	\$350
High Cost Diagnostics	\$0	\$50	\$75	\$75
(b) <u>Out-of-Network:</u>				
Deductible	\$400/800/1000	\$400/800/1200	\$400/800/1200	\$400/800/1200
Coins. Maximum	\$1000/2000/2500	\$1600/3200/3800	\$1600/3200/3800	\$1600/3200/3800
Out-of-Pocket	\$1400/2800/3500	\$2000/4000/5000	\$2000/4000/5000	\$2000/4000/5000
Subject to PPACA rules on				
* Preventive Care Services.				

## APPENDIX D (cont'd)

	EGEA 2012 - 2013	EGEA 2013 - 2014	EGEA 2014 - 2015	EGEA 2015 - 2016
<b>2. <u>Prescription Plan</u></b>				
(a) <u>Retail:</u>				
Generic	\$10	\$10	\$10	\$10
Formulary Brand	\$25	\$25	\$25	\$25
Non-Formulary	\$40	\$40	\$40	\$40
(b) <u>Mail Order:</u>				
Generic	\$20	\$20	\$20	\$20
Formulary Brand	\$50	\$50	\$50	\$50
Non-Formulary	\$80	\$80	\$80	\$80
(c) <u>Retail Duration:</u>	30 Days	30 Days	30 Days	30 Days
(d) <u>Mail Order Duration:</u>	90 Days	90 Days	90 Days	90 Days
(e) <u>Annual Maximum:</u>	Unlimited	Unlimited	Unlimited	Unlimited
(f) <u>Generic Substitution:</u>	Public Sector	Public Sector	Public Sector	Public Sector
<b>3. <u>Contributions</u></b>				
♦ Traditional PPO	18.5%	19.5%	20.5%	21.5%
♦ HSA HDHP PPO	15.5%	16.0%	17.0%	18.0%
♦ HMO	15.5%	16.0%	17.0%	18.0%
♦ Dental	18.5%	19.5%	20.5%	21.5%

## APPENDIX E

### A. Coaching Salary Schedule

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
		1.50%	1.50%	1.50%
<b>Position</b>				
Basketball, Varsity Boys	\$5,908	\$5,997	\$6,087	\$6,178
Basketball, Varsity Girls	\$5,908	\$5,997	\$6,087	\$6,178
Basketball, JV Boys	\$3,946	\$4,005	\$4,065	\$4,126
Basketball, JV Girls	\$3,946	\$4,005	\$4,065	\$4,126
Baseball, Varsity Boys	\$4,615	\$4,684	\$4,755	\$4,826
Baseball, JV Boys	\$3,176	\$3,223	\$3,272	\$3,321
Cross Country	\$3,270	\$3,319	\$3,368	\$3,419
Assistant Cross Country	\$2,172	\$2,205	\$2,238	\$2,272
Cheerleaders, Winter	\$2,319	\$2,353	\$2,389	\$2,425
Color Guard	\$2,794	\$2,836	\$2,878	\$2,921
Golf	\$2,988	\$3,033	\$3,078	\$3,125
Soccer, Varsity Boys	\$4,688	\$4,758	\$4,829	\$4,902
Soccer, Varsity Girls	\$4,688	\$4,758	\$4,829	\$4,902
Soccer, JV Boys	\$3,092	\$3,138	\$3,185	\$3,233
Soccer, JV Girls	\$3,092	\$3,138	\$3,185	\$3,233
Softball, Varsity Girls	\$4,615	\$4,684	\$4,755	\$4,826
Softball, JV Girls	\$3,176	\$3,223	\$3,272	\$3,321
Tennis, Girls	\$3,176	\$3,223	\$3,272	\$3,321
Track, Boys	\$3,840	\$3,897	\$3,956	\$4,015
Track, Girls	\$3,840	\$3,897	\$3,956	\$4,015
Intramurals, MS	\$2,156	\$2,188	\$2,221	\$2,254
Basketball, Intram, Boys, MS	\$2,304	\$2,339	\$2,374	\$2,409
Basketball, Intram, Girls, MS	\$2,304	\$2,339	\$2,374	\$2,409
Softball, Intram, Girls, MS	\$1,383	\$1,404	\$1,425	\$1,447
Athletic Director	\$9,559	\$9,702	\$9,848	\$9,995
Indoor track	\$2,638	\$2,678	\$2,718	\$2,759

When a new position is created in Appendix E, there will be a discussion of and agreement on salary by the Association and the Board before posting of said position.

**B. Extra Duty Assignments Salary Schedule**

<b>CURRICULUM LEADERS</b>	<b><u>2012-2013</u></b>	<b><u>2013-2014</u></b> <i>1.50%</i>	<b><u>2014-2015</u></b> <i>1.50%</i>	<b><u>2015-2016</u></b> <i>1.50%</i>
<b>Pre K-5</b>				
a. Language Arts & Social Studies	\$3,622	\$3,676	\$3,731	\$3,787
b. Math and Science	\$3,622	\$3,676	\$3,731	\$3,787
<b>6-12</b>				
a. Science	\$3,622	\$3,676	\$3,731	\$3,787
b. Math	\$3,622	\$3,676	\$3,731	\$3,787
c. Social Studies	\$3,622	\$3,676	\$3,731	\$3,787
d. English	\$3,622	\$3,676	\$3,731	\$3,787
e. World Languages	\$3,622	\$3,676	\$3,731	\$3,787
<b>Pre K-12</b>				
a. Health and Physical Education	\$3,622	\$3,676	\$3,731	\$3,787
b. Music and Art	\$3,622	\$3,676	\$3,731	\$3,787
c. Library and Media	\$3,622	\$3,676	\$3,731	\$3,787

## EXTRA CURRICULAR ASSIGNMENTS

Position	<u>2012-2013</u>	<u>2013-2014</u> 1.50%	<u>2014-2015</u> 1.50%	<u>2015-2016</u> 1.50%
Student Government, MS	\$1,571	\$1,595	\$1,619	\$1,643
Student Government, HS	\$2,414	\$2,450	\$2,487	\$2,524
Yearbook, HS	\$2,952	\$2,997	\$3,042	\$3,087
Dramatics	\$1,590	\$1,614	\$1,638	\$1,663
Class Advisors - 9th	\$648	\$658	\$668	\$678
Class Advisors - 10th	\$741	\$752	\$763	\$775
Class Advisors - 11th	\$1,141	\$1,158	\$1,175	\$1,193
Class Advisors - 12th	\$1,789	\$1,816	\$1,843	\$1,871
Literary Magazine, MS	\$706	\$717	\$728	\$738
Literary Magazine, HS	\$706	\$717	\$728	\$738
School Store	\$1,191	\$1,209	\$1,227	\$1,246
AFS Club, HS	\$706	\$717	\$728	\$738
Computer Club Advisor, SS	\$572	\$581	\$589	\$598
Computer Club Advisor, MS	\$644	\$653	\$663	\$673
Computer Club Advisor, HS	\$707	\$718	\$729	\$740
As Schools Match Wits	\$707	\$718	\$729	\$740
Musical/Drama Advisor – MS	\$1,590	\$1,614	\$1,638	\$1,663
Musical/Drama Advisor – HS	\$1,590	\$1,614	\$1,638	\$1,663
Foreign Language Club - Seymour	\$353	\$358	\$364	\$369
Technology Education Club	\$428	\$434	\$441	\$448
MS YearBook	\$1,590	\$1,614	\$1,638	\$1,663
Best Buddies Advisor	\$1,789	\$1,816	\$1,843	\$1,871
Middle/High School Band Director	\$3,355	\$3,405	\$3,456	\$3,508
Middle/High school Chorus Director	\$1,588	\$1,612	\$1,636	\$1,660

When a new position is created in Appendix E, there will be a discussion of and agreement on salary by the Association and the Board before posting of said position.

### C. Hourly Compensation

	Reference	<u>2012-2013</u>	<u>2013-2014</u> 1.50%	<u>2014-2015</u> 1.50%	<u>2015-2016</u> 1.50%
<b>Position</b>	<b>Article</b>				
Substitutes	10	\$36.07	\$36.61	\$37.16	\$37.72
Summer Employment	27	\$30.52	\$30.98	\$31.44	\$31.91
Curriculum Work	28	\$30.52	\$30.98	\$31.44	\$31.91
Prep Classes	28	\$38.15	\$38.72	\$39.30	\$39.89